Alliance City Council

Council Meetings

June 20, 2023 Council Meeting

Agenda Material

Agenda

Agenda 3

Item A. Consent Calendar

CC Item - Consent Calendar 5
CC Item - Minutes 230606 6
CC Item - Council Proceedings 14
CC Item - Payroll 15
CC Item - Claims 16
CC Item - Cemetery Certificate 46
CC Item - Sorensen Employment Agreement Amendment 47
CC Item - Res. 23-45 - Senior Center 48
CC Item - Senior Center Agreement 49
CC Item - Res. 23-46 - Haying Lease 52
CC Item - Haying Lease Agreement 53
CC Item - Res. 23-47 - Transit Software 65
CC Item - Transit Software Agreement 67
CC Item - Transit Agreement Attachments 73
CC Item - Res. 23-48 Water Sewer Transfer - Narrative 83
CC Item - Water Sewer Budget Transfer 85

Item B - Proclamation

Item B - Proclamation Terry Jensen Day 86

Item C - Resolution No. 23-49 - Comprehensive Plan

Item C - Res 23-49 Comp Plan - Narrative 87
Item C - Comprehensive Plan Final Draft 90

Item D - Ordinances in conformity with the Comprehensive Plan

Item D - Narrative Comp Code Amendments 273
Item D 1 - Ord 2957 275
Item D 1 - Chapter 101 Amendments 301
Item D 2 - ORD 2958 320

Item D 2 - Chapter 105 Amendments 324
Item D 3 - ORD 2959 326
Item D 3 - Chapter 107 Amendments 332
Item D 4 - ORD 2960 337
Item D 4 - Chapter 109 Amendments 1 339
Item D 4 - Chapter 109 Amendments 2 389
Item D - ORD 2960 - Chapter 109 Exhibit 391
Item D 5 - ORD 2961 442
Item D 5 - Chapter 111 Amendments 458
Item D 6 - ORD 2962 468
Item D 6 - Chapter 113 Amendments 482

Item E - Resolution No. 23-50 - 2023 Asphalt Paving Project

Item E - Res. 23-50 Paving Project - Narrative 491
Item E - 2023 Alliance Pavement Rehab Project - Letter of Recommendation 6 .. 493
Item E - 2023 Alliance Rehab Draft Specifications (1) 496
Item E - Alliance Pavement Rehab Estimate 4-21-23 (2) 684
Item E - Alliance Street Rehab Addendum-1 685
Item E - Rehab Plans 687

Item F - Resolution No. 23-51 - Land Purchase

Item F - Res. 23-51 Land Purchase - Narrative 721
Item F - Appraisal Salazar Property 724
Item F - Salazar Purchase Agreement 739

Alliance Nebraska

Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
June 20, 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
Cemetery Certificate
Amendment to City Manager Contract
Resolution No. 23-45 - Updated Senior Center Renewal Contract
Resolution No. 23-46 – Airport Haying Lease Agreement
Resolution No. 23-47 – Transit Dispatch Software Agreement
Resolution No. 23-48 – Capitol Budget Transfer

B. Proclamation – Terry Jensen Day

C. Resolution No. 23-49 – Comprehensive Plan

Resolution No. 23-49 will accept and approve the updated City of Alliance Comprehensive Plan.

D. Ordinances in conformity with the Comprehensive Plan

1. **Ordinance No. 2957 – Chapter 101**

   Ordinance No. 2957 is on first reading, which will approve amendments to Chapter 101 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

2. **Ordinance No. 2958 – Chapter 105**

   Ordinance No. 2958 is on first reading, which will approve amendments to Chapter 105 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

3. **Ordinance No. 2959 – Chapter 107**

   Ordinance No. 2959 is on first reading, which will approve amendments to Chapter 107 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

4. **Ordinance No. 2960 – Chapter 109**

   Ordinance No. 2960 is on first reading, which will approve amendments to Chapter 109 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

5. **Ordinance No. 2961 – Chapter 111**

   Ordinance No. 2961 is on first reading, which will approve amendments to Chapter 111 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

6. **Ordinance No. 2962 – Chapter 113**

   Ordinance No. 2962 is on first reading, which will approve amendments to Chapter 113 of the Municipal Code that are in conformity with the updated Comprehensive Plan.

E. Resolution No. 23-50 – 2023 Asphalt Paving Project

Resolution No. 23-50 will accept and award Werner Construction, Hastings, Nebraska the 2023 Alliance Pavement Rehabilitation Project, in the total amount of $1,393,250.00.

F. Public Hearing – Resolution No. 23-51 Land Purchase

Now is the date, time and place to conduct a Public Hearing on the purchase of Lot 3, Resubdivision of Block 1, Homestead Addition to the City of Alliance, Box Butte County, Nebraska. The lot is located southwest corner of E. Kansas Street and Homestead Avenue, Parcel ID 070027269.

Resolution No. 23-51 – Purchase Authorization

Resolution No. 23-51 will authorize the City of Alliance purchase of Lot 3, Resubdivision of Block 1, Homestead Addition to the City of Alliance, Box Butte County, Nebraska, from Edward Salazar, in the amount of $35,000.00 plus closing costs.

- **Motion to Adjourn**

Respectfully submitted,

Shelbi C. Pitt
City Clerk

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

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

CONSENT CALENDAR – JUNE 20, 2023

1. Approval: Minutes of the Regular Meeting, June 06, 2023.

2. Approval: Payroll from June 02, 2023 in the total amount of $366,238.25.

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; $1,745,421.35.

4. Approval: Rolland Gene and Patricia Ann Skinner Cemetery Certificate.

5. Approval: will approve the amendment to the City Manager's Employee Contract to reflect the $2,080.00 cost of living increase.

6. Approval: Resolution 23-45 will approve the Agreement with Aging Office for the Senior Center Facility 212 Yellowstone Ave.

7. Approval: Resolution No. 23-46 will approve the haying lease agreement with Josh Frerichs for the remaining three years of a five-year lease agreement.

8. Approval: Resolution No. 23-47 will approve the agreement with NDOT for TripMaster Dispatching Software for the 100% reimbursement of $48,388.71.

9. Approval: Resolution No. 23-49 will approve the Water/Sewer Department budget transfer in the total amount of $20,000 from Capital Outlay #08-52-52-59-950 to CTNSVC #08-52-52-44-479, for the repair of Well 2.

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.

June 6, 2023

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, JUNE 6, 2023

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

The Alliance City Council met in a Regular Meeting, June 06, 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 May 31, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor Jones opened the June 06, 2023 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Jones, Vice Mayor McGhehey and Council Members Mischnick, Andersen, and Mashburn. Also present were City Manager Sorensen, City Attorney Hoesing, City Treasurer Baker and City Clerk Pitt.

- Mayor Jones read the Open Meetings Act Announcement.

- The Consent Calendar was the next item on the agenda. A motion was made by Councilman Jones and seconded by Councilman McGhehey to remove claim two, and vote on Councilman Mashburn's conflict claim as it's own item.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried

A motion was made by Councilmen Mashburn, which was seconded by Councilman McGhehey to approve the Consent Calendar as follows:

CONSENT CALENDAR – JUNE 6, 2023

Approval: Minutes of the Regular Meeting, May 16, 2023.

Approval: Payroll from May 19, 2023 in the total amount of $253,400.49.

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; $2,127,121.93.

Approval: Resolution 23-41 will approve the Agreement with Aging Office for the Senior Center Facility 212 Yellowstone Ave.

Approval: Resolution No. 23-42 will approve a budget transfer for the Alliance Learning Center in the total amount of $6,700.

Approval: Resolution No. 23-43 will approve a budget transfer to Tourism in the total amount of $12,700.

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: Jones, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

A motion was made by Mayor Jones, seconded by Councilmen Mischnick to approve Councilmen Mashburn's conflict claim in the total amount of $130.78.

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, McGhehey, Andersen.

Voting Nay: None.

Abstain: Mashburn.

Motion carried.

- Next before Council was a Public Comment for the proposed amendment of Ordinance No. 2956 on the final reading, which will amend Section 22-175 and 22-177 of the Alliance Municipal Code in regards to the dates and times fireworks may be legally sold and discharged.

Mayor Jones asked if anyone from the audience was present speak on behalf or against the proposed Ordinance.

With no public comment offered, a motion was made by Mayor Jones to approve the final reading of Ordinance No. 2956, with six days of discharge and sale.

Motion died with lack of a second.

Mayor Jones asked for any discussion or comments from the City Council.

Councilmen Mashburn expressed that the change from 10 days to 5 day was very dramatic and feels that 7 days is a workable compromise.

Councilmen Andersen agreed with Councilmen Mashburn, stating that 7 days seems to be the best compromise after hearing input from various citizens. Thanking all the citizens for coming forward with their comments and concerns.

Councilmen Mischnick stated that he feels for the Veterans and Citizens affected by the fireworks, but 7 days seems more than fair for a compromise.

Mayor Jones commented that he feels if this Ordinance is revisited that the Council should consider an area for fireworks to be discharged for a longer period of time, instead of throughout the entire City.

Vice-Mayor McGhehey expressed his concerns with having only a designated area to discharge fireworks and feels that would a barrier.

A motion was made by Councilmen Mashburn and second by Councilmen Andersen to pass and adopt Ordinance No. 2956 on final reading. City Clerk Pitt read the ordinance by title which follows in its entirety:

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 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 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 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 6th day of June, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: Jones.

Motion carried.

- The following item, Resolution No. 23-44 will authorize amendments to the lease and easement agreement, the solar power purchase agreement and the generator interconnection agreement with SE Municipal Solar, LLC for the Solar Energy System. The following information was provided:

[The City recently executed the following contracts with SE Municipal Solar, LLC:

City staff presents three documents to Council for approval:

Lease and Easement Agreement for Solar Energy System effective November 28, 2022;

Solar Power Purchase Agreement effective November 28, 2022; and

Generator Interconnection Agreement effective November 28, 2022.

Since the approval and execution of those agreements, the Municipal Energy Alliance of Nebraska ("MEAN") has proposed a multi-community enhancement to SE

Municipal Solar, LLC facilities in the State of Nebraska. Under the proposal, the solar field of the City's facility will grow from 2.4MW to 7.8MW. The solar field will be owned and operated by SE Municipal Solar, LLC under its lease with the City, and all energy production from the solar field will be interconnected and sold to the City at the City's transfer substation. Of that amount sold, the original 2.4MW capacity will still be purchased from SE Municipal Solar, LLC at the rate originally set forth in the Power Purchase Agreement, and the remaining 5.4MW will be first "sold" to MEAN by SE Municipal Solar, LLC and then sold by MEAN to the City under the City's current energy purchase agreements with MEAN, at the regular MEAN rate. MEAN will then reduce the amount of energy delivered to the City at other substations of the City.

The larger facility will require upgraded interconnection infrastructure. The City is committed to installing the following infrastructure at the estimated costs:

1.	Transmission line to sub-transmission facility:	$520,000
2.	3 Transformers for step-down of energy on to City's grid:	$414,000

Under the amended agreements, SE Municipal Solar, LLC will agree to pay for approximately 70% of transmission line installation and transformer cost. The City will be responsible for the remaining approximate 30%, meaning the City is anticipated to budget $280,200 for its net share in the next fiscal year.

Under the original agreements, the City expected a costs of infrastructure upgrades to be $350,000, and SE Municipal Solar, LLC anticipated reimbursing up to $200,000 to the City for those costs, if those costs qualified for tax credits. The amendments to the original agreement therefore propose a possible higher cost to the City, but not changes to the power purchase rates.

To address this, SE Municipal Solar, LLC has committed in the amendments to paying rent. Originally no rent was anticipated under the lease agreement. However, under this lease amendment, the City will received approximately 70% of $500 per acre per year. The facility will cover approximately 54 acres. Therefore City staff anticipates an initial rental amount of approximately $19,000 annually, with a 2% automatic increase per year. The additional infrastructure costs to the City should be recovered through rent receipts over a period of 7 years, and rent will continue to be received for another 18 years under the lease term.

Before Council are the following for approval, which will adjust the previous agreements in order to accommodate the larger solar facility:

First Amendment to Lease and Easement Agreement for Solar Energy System effective November 28, 2022;

First Amendment to Solar Power Purchase Agreement effective November 28, 2022; and

First Amendment to Generator Interconnection Agreement effective November 28, 2022.

RECOMMENDATION: Approve Resolution 23-44 to authorize the Mayor to sign the first amendments to the lease and easement agreement, the solar power purchase agreement, and the generator interconnection agreement.]

Electric Superintendent Bridge provided the Council with an overview of the amendments to the agreements, explaining the reasoning for it.

A motion was made by Vice-Mayor McGhehey, seconded by Councilman Mischnick to approve Resolution No. 23-44 which follows in its entirety:

Resolution No. 23-44

WHEREAS, the operation of its municipal electrical system, the City of Alliance, Nebraska (the "City") provides electricity to customers and users, and purchases at wholesale costs electricity from wholesale electricity providers through power purchase agreements (the "Original Agreements");

WHEREAS, the City approved and executed the following documents:

Lease and Easement Agreement for Solar Energy System effective November 28, 2022;

Solar Power Purchase Agreement effective November 28, 2022; and

Generator Interconnection Agreement effective November 28, 2022.

WHEREAS, SE Municipal Solar, LLC desires to increase the size of the solar facility under the Original Agreements to accommodate the involvement of the Municipal Energy Alliance of Nebraska ("MEAN"); and

WHEREAS, the City and SE Municipal Solar, LLC have agreed to terms of the following amendments to the Original Agreements for the solar electricity generation project (the "First Amendments"):

First Amendment Lease and Easement Agreement for Solar Energy System effective November 28, 2022;

First Amendment Solar Power Purchase Agreement effective November 28, 2022; and

First Amendment Generator Interconnection Agreement effective November 28, 2022.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and the Council of the City of Alliance, Nebraska that the First Amendments are hereby approved and the Mayor is authorized to sign the Agreements and any other ancillary documentation on behalf of the City of Alliance, Nebraska.

PASSED AND APPROVED this 6th day of June, 2023

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The next item on Council's agenda was an Executive Session for the City Manager Performance Evaluation.

Councilmen Andersen motioned, pursuant to Section 84-1410 Reissue Revised Statues of Nebraska 1943, that Council finds it necessary to enter into a closed session for the City Manager's Performance Evaluation, the motion was seconded by Vice-Mayor McGhehey.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

The Alliance City Council entered Executive Session at 7:20 p.m. and ended at 8:25 p.m.

The Alliance City Council adjourned the June 6, 2023 City Council Meeting at 8:27 p.m.

_____

Earl Jones, Mayor

(SEAL)

_____

Shelbi C. Pitt, City Clerk

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

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, June 6, 2023 at 7:00 p.m. Present were Council Members Mischnick, Jones, McGhehey, Andersen and Mashburn.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.

2. Proclaimed National Police Week as May 15-21, 2023.

3. Approved final reading of Ordinance No. 2956 to 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. Ayes: Mischnick, Andersen, Mashburn, McGhehey. Nays: Jones. Motion carried.

4. Approved Resolution 23-44 which authorized amendments to the lease and easement agreement, the solar power purchase agreement and the generator interconnection agreement with SE Municipal Solar, LLC for the Solar Energy System. Ayes: All. Motion carried.

5. Executive Session for City Manager Performance Evaluation. Ayes: All. Motion carried.

Meeting adjourned at 8:27 p.m.

_____
Earl Jones, Mayor

Attest: _____
Shelbi C Pitt, City Clerk

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

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **6/2/2023**

GROSS PAYROLL $ 239,250.53
(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS
(GET FROM BENEFITS REGISTER REPORT)

FICA	$ 13,349.58	
MEDICARE	$ 3,323.20	
POLICE PENSION - PRINCIPAL	$ 2,869.17	
FIRE PENSION - PRINCIPAL	$ 1,893.36	
GENERAL PENSION - PRINCIPAL	$ 4,474.32	
ICMA CITY MANAGER PENSION	$ 323.09	
H S A SANDHILLS STATE BANK	$ 6,455.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	$ 94,300.00	
TOTAL BENEFITS		$ 126,987.72

TOTAL PAYROLL COSTS **$ 366,238.25**

CITY CLERK - SHELBI PITT

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					
01-0000-01139 Imprest Cash - S Brown	General Fund				
AMY WAGNER - PETTY CASH	POOL STARTUP CASH	150145	06/07/2023	100.00	
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	MAY-23	06/12/2023	.65	
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENGE	CARHENGE 5/	06/12/2023	441.63	
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - POOL	POOL 5/23	06/12/2023	694.35	
Total :				1,236.63	
Total :				1,236.63	
01-10-10-43-335 Other Technical Services	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MONTHLY MAINTENANCE	48083	06/01/2023	100.00	
Total City Council:				100.00	
Total City Council:				100.00	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	8.60	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	10.58	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	33.12	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	LODGING	PITT 6/23	06/06/2023	1,060.44	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	27.11	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	CONFERENCE	SORENSEN 6/	06/07/2023	185.00	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	5.52	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	25.37	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRANSPORTATION	PITT 6/23	06/06/2023	23.90	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRANSPORTATION	PITT 6/23	06/06/2023	24.94	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	20.00	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	28.26	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAINING MEAL	PITT 6/23	06/06/2023	29.67	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150143	05/24/2023	11.10	
01-11-11-44-451 Telephone Line Expense	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	150132	05/24/2023	110.80	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0121421-001	04/06/2023	142.29	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
PRINT EXPRESS	BUSINESS CARDS - PITT	79745	05/13/2023	65.59	
Total City Administration:				1,812.29	
Total City Administration:				1,812.29	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
ALLIANCE RURAL FIRE PROT DIST	CPR CARDS	150167	02/23/2023	17.00	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
BYTES COMPUTER	BBCPUBLICSAFETY	30818	04/22/2023	84.42	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	FUEL	LUKENS 6/23	06/06/2023	75.00	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	FUEL	LUKENS 6/23	06/06/2023	47.10	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	FUEL	LUKENS 6/23	06/06/2023	55.12	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	CONFERENCE REGISTRATION	LUKENS 6/23	06/06/2023	1,550.00	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
PHIL LUKENS	REIMBURSEMENT	150155	05/21/2023	969.08	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
PHIL LUKENS	REIMBURSEMENT	150155	05/21/2023	64.88	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
PHIL LUKENS	REIMBURSEMENT	150155	05/21/2023	47.36	
01-31-31-43-335 Other Technical Services	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	ADOBE	LUKENS 6/23	06/06/2023	256.67	
01-31-31-43-373 Contract Custodial Services	General Fund	Police Administration	Police Department		
HP CLEANING AND SEWING	ANNEX CLEANING	60523PD	06/05/2023	196.00	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	14841	05/20/2023	30.00	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	14713	04/20/2023	60.00	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	14625	03/20/2023	90.00	
01-31-31-44-422 Professional Subscriptions	General Fund	Police Administration	Police Department		
BYTES COMPUTER	SUBSCRIPTION	30834	05/22/2023	561.40	
01-31-31-44-444 Natural Gas	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	POLICE ANNEX ACCT# 8845963160	MAY-23	06/01/2023	52.95	06/01/2023
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
CULLIGAN WATER CONDITIONING	R.O. RENTAL	150173	05/25/2023	23.95	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
CULLIGAN WATER CONDITIONING	R.O. RENTAL	150174	03/25/2023	47.90	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2582	05/31/2023	40.00	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2555	05/24/2023	40.00	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2539	05/17/2023	40.00	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2525	05/13/2023	40.00	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2509	05/04/2023	40.00	
01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	GAS-BROKEN BOW, NE	LADUKE 5/23	05/25/2023	69.22	06/01/2023
01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Administration	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	120.46	

GL Account and Title / Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-31-31-45-563 Cleaning Supplies	General Fund	Police Administration	Police Department		
IDEAL LINEN INC	MATS	11175073	06/06/2023	40.46	
01-31-31-47-727 Error, Omissions Liability	General Fund	Police Administration	Police Department		
GREGORY'S INSURANCE (FNIC)	MISCELLANEOUS	1669307	04/01/2023	6,066.00	
Total Police Administration:				10,724.97	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
ALLIANCE RURAL FIRE PROT DIST	CPR CARDS	150167	02/23/2023	51.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
BOX BUTTE GENERAL HOSPITAL	BLS	1B	03/14/2023	70.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MEALS FROM TRIP TO BROKEN BO	LADUKE 5/23	05/25/2023	68.27	06/01/2023
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	LAW ENFORCEMENT TRAINING	FELKER 6/23	06/07/2023	100.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	LODGING	12141	05/15/2023	225.00	
01-31-32-43-373 Contract Custodial Services	General Fund	Police Operations	Police Department		
HP CLEANING AND SEWING	OPS CLEANING	60523PD	06/05/2023	1,204.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department		
RED BEARD GARAGE	APD TOWS	8294	05/26/2023	225.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department		
RED BEARD GARAGE	APD TOWS	8363	06/07/2023	175.00	
01-31-32-44-433 Other Advertising Services	General Fund	Police Operations	Police Department		
ALLIANCE TIMES HERALD	LEGAL AD	150140	05/03/2023	9.16	
01-31-32-44-433 Other Advertising Services	General Fund	Police Operations	Police Department		
ALLIANCE TIMES HERALD	LEGAL AD	150141	05/03/2023	8.67	
01-31-32-44-433 Other Advertising Services	General Fund	Police Operations	Police Department		
ALLIANCE TIMES HERALD	LEGAL AD	150179	03/29/2023	8.96	
01-31-32-44-433 Other Advertising Services	General Fund	Police Operations	Police Department		
ALLIANCE TIMES HERALD	LEGAL AD	150180	05/24/2023	8.96	
01-31-32-44-436 Mail, Delivery Services	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	USPS MAIL SHIPMENT	YOCUM 5/23	05/25/2023	17.90	06/01/2023
01-31-32-44-436 Mail, Delivery Services	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	POSTAGE	MCCRACKEN	06/12/2023	32.10	
01-31-32-44-456 Cellular Telephone Expense	General Fund	Police Operations	Police Department		
FIRSTNET	CELL PHONE POLICE	287306230913	06/03/2023	2,025.36	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	PARTS	2723-457334	05/17/2023	21.58	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
O'REILLY AUTO PARTS	PARTS	6010-171678	05/16/2023	7.99	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
O'REILLY AUTO PARTS	JUMPSTARTER	6010-168062	04/07/2023	599.97	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
PRESSURE PALACE	APD FLEET WASHES	21	04/02/2023	264.14	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	OIL CHANGE	66675	05/24/2023	82.75	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	OIL CHANGE	66718	05/31/2023	94.95	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	#122 SERVICE	66740	06/06/2023	897.22	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	TOMMYS EXPRESS GRAND ISLAN	YOCUM 5/23	05/25/2023	18.28	06/01/2023
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	TIRE REPAIR	152812	05/10/2023	20.00	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	TIRES	151898	03/31/2023	178.04	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-31-32-45-515 Profess Books, Education	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	NLETC	PETERSON 5/	05/22/2023	75.00	06/01/2023
01-31-32-45-522 Investigation Supplies	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	CHILD ABUSE CASE WORK	YOCUM 5/23	05/25/2023	88.13	06/01/2023
01-31-32-45-522 Investigation Supplies	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	SUPPLIES	YOCUM 6/23	05/25/2023	20.97	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations	Police Department		
FARM PLAN	DOG FOOD	1128682	04/23/2023	91.99	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations	Police Department		
FARM PLAN	PET SUPPLIES	51141662	05/17/2023	74.99	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations	Police Department		
ANGELICA'S GROOMING	ZEUS GROOMING	150168	06/06/2023	70.00	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	3969-0	03/27/2023	74.99	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	0014419-0	05/09/2023	303.45	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	0013157-0	12/20/2022	205.00	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	0013155-0	12/20/2022	55.00	
01-31-32-45-541 Office Furniture, Equipment	General Fund	Police Operations	Police Department		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/ EQUIP	18975/1	03/23/2023	204.80	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department		
CREATIVE SIGNS BY COZAD	GRAPHIC KIT	23-2303	04/21/2023	650.00	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department		
ACS (ALCOHOL COUNTERMEASUR	ALCOHOL REFERENCE SOLUTION	2015749	03/21/2023	129.80	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department		
INNOVATIVE INTELLIGENT PRODU	EQUIPMENT	55111	05/10/2023	319.95	
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	GAS GRAND ISLAND	PETERSON 5/	05/22/2023	30.31	06/01/2023
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	3,524.55	
01-31-32-45-561 Bldg Maintenance Material	General Fund	Police Operations	Police Department		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	20021/1	06/01/2023	11.99	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND TOWELS	11159385	02/13/2023	36.50	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND TOWELS	11171222	05/09/2023	36.50	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MATS	11163473	03/14/2023	38.89	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND TOWELS	11163472	03/14/2023	36.50	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MATS	11171223	05/09/2023	40.46	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS, MATS, AND TOWELS	11173148	05/23/2023	36.50	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND TOWELS	11165401	03/28/2023	36.50	06/01/2023
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS, MATS, AND TOWELS	11167342	04/11/2023	36.50	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS, MATS, AND TOWELS	11169273	04/25/2023	36.50	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS, MATS, AND TOWELS	11175072	06/06/2023	44.51	
Total Police Operations:				12,724.58	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
ALLIANCE RURAL FIRE PROT DIST	CPR CARDS	150167	02/23/2023	51.00	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	MEALS FROM TRAINING IN LINCOL	MCCRACKEN	05/25/2023	209.56	06/01/2023
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	MEALS FROM TRAINING IN GRAND	YOCUM 5/23	05/25/2023	74.28	06/01/2023
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	PARKING LINCOLN	MCCRACKEN	05/25/2023	2.50	06/01/2023
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	FUEL	MCCRACKEN	06/12/2023	20.00	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	LODGING	FELKER 6/23	06/07/2023	408.21	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	TRAINING MEAL	MCCRACKEN	06/12/2023	12.40	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	TRAINING MEAL	YOCUM 6/23	05/25/2023	72.93	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	LODGING	MCCRACKEN	06/12/2023	339.00	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	TRAINING MEAL	MCCRACKEN	06/12/2023	7.71	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	TRAINING MEALS	YOCUM 6/23	05/25/2023	181.03	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	TRAINING MEALS	FELKER 6/23	06/07/2023	72.82	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
NE LAW ENFORCEMENT TRAINING	TUITION AND LODGING	12026	04/20/2023	291.00	
01-31-33-44-421 Membership Dues	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	LICENSE RENEWAL	FELKER 6/23	06/07/2023	110.00	
01-31-33-44-421 Membership Dues	General Fund	Police Support Services	Police Department		
GREGORY'S INSURANCE (FNIC)	NOTARY BOND	1687195	05/17/2023	50.00	
01-31-33-44-441 Electricity	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	150169	05/09/2023	985.59	
01-31-33-44-441 Electricity	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	150171	04/11/2023	913.29	
01-31-33-44-442 Water-Sewer	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	150169	05/09/2023	57.46	
01-31-33-44-442 Water-Sewer	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	150171	04/11/2023	55.46	
01-31-33-44-443 Refuse	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	150171	04/11/2023	57.65	
01-31-33-44-443 Refuse	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	150169	05/09/2023	57.65	
01-31-33-44-444 Natural Gas	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	150172	03/21/2023	767.33	
01-31-33-44-444 Natural Gas	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	150170	05/05/2023	685.90	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1372480	05/23/2023	448.00	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	308-762-4955	150176	05/25/2023	559.44	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	308-762-4955	150175	05/25/2023	560.24	
01-31-33-45-531 Uniforms	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	UNIFORMS	MCCRACKEN	06/12/2023	41.72	
01-31-33-45-541 Office Furniture, Equipment	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	OFFICE SUPPLIES	MCCRACKEN	06/12/2023	28.09	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-31-33-45-541 Office Furniture, Equipment	General Fund	Police Support Services	Police Department		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0121954-001	05/25/2023	36.16	
01-31-33-45-543 Office Machinery, Equip Parts	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	OFFICE SUPPLIES	MCCRACKEN	05/25/2023	21.72	06/01/2023
Total Police Support Services:				7,178.14	
01-31-34-44-451 Telephone Line Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-762-1761 ANIMAL SHELTER	150132	05/24/2023	36.72	
01-31-34-44-457 Internet Operating Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-761-2506 INTERNET	150132	05/24/2023	60.00	
01-31-34-44-483 NRCNTSVC-Building Public Wrks	General Fund	Animal Control	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANIMAL S	2528	05/13/2023	50.00	
01-31-34-44-483 NRCNTSVC-Building Public Wrks	General Fund	Animal Control	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANIMAL S	2561	05/24/2023	50.00	
01-31-34-45-526 Other Supplies	General Fund	Animal Control	Police Department		
FARM PLAN	CAT FOOD	1123387	04/12/2023	58.56	
01-31-34-45-526 Other Supplies	General Fund	Animal Control	Police Department		
FARM PLAN	SUPPLIES	51146347	05/25/2023	17.10	
01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Animal Control	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	86.51	
Total Animal Control:				358.89	
Total Police Department:				30,986.58	
01-37-35-44-492 Civil Defense Equip Mtc	General Fund	Emergency Management System	Fire Department		
DARREN'S CARQUEST AUTO PART	EQUIPMENT	2723-459200	06/09/2023	599.80	
Total Emergency Management Systems:				599.80	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
RANDY PRALL	REIMBURSEMENT	150139	05/18/2023	41.64	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
MARIA BAGLIERI	REIMBURSEMENT	150150	05/18/2023	23.78	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
NATHAN RAU	REIMBURSEMENT	150152	05/18/2023	195.06	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
NATHAN RAU	REIMBURSEMENT	150152	05/18/2023	59.61	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
NATHAN RAU	REIMBURSEMENT	150152	05/18/2023	17.46	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
NATHAN RAU	REIMBURSEMENT	150152	05/18/2023	46.60	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
SHANE HOBBS	REIMBURSEMENT	150161	05/18/2023	82.37	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE	150132	05/24/2023	11.48	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-2151 FIRE HALL	150132	05/24/2023	77.73	
01-37-37-44-452 Long Distance Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE 2	150132	05/24/2023	.41	
01-37-37-44-456 Cellular Telephone Expense	General Fund	Firefighting	Fire Department		
FIRSTNET	CELL PHONE FIRE	287306230913	06/03/2023	126.37	
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AND TOWELS	11175562	06/08/2023	43.00	
01-37-37-45-544 Small Tools, Equipment	General Fund	Firefighting	Fire Department		
SANDRY FIRE SUPPLY LLC	ROPE RESCUE EQUIPMENT, ARIZO	INV-028809	06/09/2023	12,058.71	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Firefighting	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	80.45	
Total Firefighting:				12,864.67	
01-37-38-43-375 EMS Billing Services	General Fund	Ambulance	Fire Department		
QUICK MED CLAIMS LLC	EMS BILLING SERVICES	INV29319	05/31/2023	2,762.60	
01-37-38-44-456 Cellular Telephone Expense	General Fund	Ambulance	Fire Department		
FIRSTNET	CELL PHONE EMS	287306230913	06/03/2023	126.37	
01-37-38-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Ambulance	Fire Department		
PRECISION STEREO TECHNOLOG	#314 TIRES	43279	06/01/2023	449.00	
01-37-38-45-511 Office Supplies	General Fund	Ambulance	Fire Department		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122086-001	06/08/2023	27.58	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	84984433	06/09/2023	179.94	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	1332599	06/06/2023	17.95	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	1331778	06/02/2023	165.50	
01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Ambulance	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	230.80	
01-37-38-45-558 Tires-Vehicle, Equipment	General Fund	Ambulance	Fire Department		
PRECISION STEREO TECHNOLOG	#314 TIRES	43279	06/01/2023	375.00	
01-37-38-45-563 Cleaning Supplies	General Fund	Ambulance	Fire Department		
IDEAL LINEN INC	CLEANING SUPPLIES	467523	06/01/2023	64.21	
Total Ambulance:				4,398.95	
Total Fire Department:				17,863.42	
01-41-44-44-456 Cellular Telephone Expense	General Fund	Facility Maintenance	Public Works		
FIRSTNET	CELL PHONE PUBLIC FAC	287306230913	06/03/2023	46.29	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
FIRSTBANK CARD	EQUIPMENT	SWEDEEN 6/2	06/07/2023	42.78	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	TOOLS	19889/1	05/23/2023	34.99	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	TOOLS	20114/1	06/07/2023	52.98	
01-41-44-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Facility Maintenance	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	116.05	
Total Facility Maintenance:				293.09	
01-41-46-44-444 Natural Gas	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	CITY HALL ACCT# 8314203634	MAY-23	06/01/2023	123.87	06/01/2023
01-41-46-44-451 Telephone Line Expense	General Fund	Municipal Building	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 MUNICIPAL BUILDING	150132	05/24/2023	11.48	
01-41-46-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Municipal Building	Public Works		
WOLF FORD OF ALLIANCE	#2001 SERVICE	47761	05/03/2023	942.98	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11175076	06/06/2023	139.29	
01-41-46-45-574 Misc Grounds Maintenance	General Fund	Municipal Building	Public Works		
FIRSTBANK CARD	GROUNDS MAINTENANCE	PITT 6/23	06/06/2023	63.87	
Total Municipal Building:				1,281.49	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept	Segment Department / Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total Public Works:					1,574.58	
01-61-60-44-451 Telephone Line Expense	General Fund	Community Development	Community Develop			
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN		150132	05/24/2023	22.96	
01-61-60-44-452 Long Distance Expense	General Fund	Community Development	Community Develop			
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN		150132	05/24/2023	2.61	
01-61-60-44-456 Cellular Telephone Expense	General Fund	Community Development	Community Develop			
FIRSTNET	CELL PHONE C & D		287306230913	06/03/2023	102.62	
Total Community Development:					128.19	
01-61-62-43-331 Professional Engineering Svcs	General Fund	Code Enforcement	Community Develop			
GOMPERT ENVIRONMENTAL	PROFESSIONAL ASBESTOS SERVI		23-3VC	06/06/2023	250.00	
01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Code Enforcement	Community Develop			
VOYAGER FLEET SYSTEMS INC	INSPECTION VEHICLE FUEL		869456715232	06/01/2023	64.54	
Total Code Enforcement:					314.54	
01-61-63-44-491 Building Demolition	General Fund	Nuisance Abatement	Community Develop			
BERNIES ACE HARDWARE	MARKING PAINT		279820	06/02/2023	19.98	
01-61-63-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Nuisance Abatement	Community Develop			
VOYAGER FLEET SYSTEMS INC	FUEL		869456715232	06/01/2023	28.84	
Total Nuisance Abatement:					48.82	
Total Community Development:					491.55	
01-71-71-43-373 Contract Custodial Services	General Fund	Parks	Cultural and Leisure			
REGION 1 OHD	JANITORIAL SERVICES		4231064	05/22/2023	292.50	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure			
BLACK HILLS ENERGY	PARKS ACCT# 8650163780		MAY-23	06/01/2023	106.39	06/01/2023
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure			
BLACK HILLS ENERGY	STREET GARAGE ACCT# 83166747		MAY-23	06/01/2023	526.28	06/01/2023
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure			
BLACK HILLS ENERGY	SHELTER HOUSE ACCT# 43030966		MAY-23	06/01/2023	94.06	06/01/2023
01-71-71-44-451 Telephone Line Expense	General Fund	Parks	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-5400 PARKS		150132	05/24/2023	11.48	
01-71-71-44-452 Long Distance Expense	General Fund	Parks	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-5400 PARKS 2		150132	05/24/2023	.60	
01-71-71-44-483 NRCNTSVC-Building Public Wrks	General Fund	Parks	Cultural and Leisure			
TRITLE PLUMBING INC	REPLACE PRESSURE GAUGE		31375	06/08/2023	114.00	
01-71-71-44-485 NRCNTSVC-Tree Trimming	General Fund	Parks	Cultural and Leisure			
PANHANDLE TREE SERVICE	TRIMMING AT OLD POOL AND PARK		056756	06/09/2023	12,000.00	
01-71-71-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Parks	Cultural and Leisure			
KAISER TIRE	TIRE REPAIR		7879	06/06/2023	62.00	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure			
FIRSTBANK CARD	SUPPLIES		BROWN 6/23	06/08/2023	162.26	06/13/2023
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure			
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES		20017/1	06/01/2023	67.92	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure			
FARM PLAN	STRAPS AND RATCHETS		51153425	06/06/2023	129.00	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure			
FARM PLAN	SMALL TOOLS		51153425	06/06/2023	70.93	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure			
FIRSTBANK CARD	MINI FRIDGE		BROWN 6/23	06/08/2023	173.56	06/13/2023
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Parks	Cultural and Leisure			
VOYAGER FLEET SYSTEMS INC	FLEET FUEL		869456715232	06/01/2023	751.58	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept	Segment Department / Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure			
ALLIANCE TRACTOR & IMPLEMENT	BLADE BOLT KIT		1078	05/31/2023	116.66	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure			
FARM PLAN	FILTERS		P09244	05/31/2023	31.34	
01-71-71-45-561 Bldg Maintenance Material	General Fund	Parks	Cultural and Leisure			
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA		7581494	05/25/2023	21.19	
01-71-71-45-573 Plants	General Fund	Parks	Cultural and Leisure			
PEACEFUL PRAIRIE NURSERY INC	PLANTS		2377	05/25/2023	67.31	
01-71-71-45-573 Plants	General Fund	Parks	Cultural and Leisure			
PEACEFUL PRAIRIE NURSERY INC	PLANTS AND FLOWERS FOR 2023		2377	05/25/2023	4,277.37	
01-71-71-45-574 Misc Grounds Maintenance	General Fund	Parks	Cultural and Leisure			
PAUL REED CONSTRUCTION INC	104 YARDS OF MULCH		23222	06/06/2023	3,798.97	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION MATERIALS		278914	05/18/2023	91.53	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION MATERIALS		278878	05/18/2023	4.11	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION SUPPLIES		278878	05/18/2023	30.54	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION MATERIALS		279590	05/30/2023	36.27	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION MATERIALS		279641	05/31/2023	10.74	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
BERNIES ACE HARDWARE	IRRIGATION MATERIALS		280052	06/06/2023	9.57	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure			
FARM PLAN	IRRIGATION SUPPLIES		51150060	05/31/2023	19.97	
Total Parks:					23,078.13	
01-71-72-44-444 Natural Gas	General Fund	Senior Center	Cultural and Leisure			
BLACK HILLS ENERGY	SENIOR CTR ACCT# 8177773640		MAY-23	06/01/2023	197.89	06/01/2023
01-71-72-44-451 Telephone Line Expense	General Fund	Senior Center	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-1293 SENIOR CENTER		150132	05/24/2023	34.36	
01-71-72-44-457 Internet Operating Expense	General Fund	Senior Center	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-1293 INTERNET		150132	05/24/2023	50.00	
Total Senior Center:					282.25	
01-71-74-44-456 Cellular Telephone Expense	General Fund	Cemetery	Cultural and Leisure			
FIRSTNET	CELL PHONE C&LS		287306230913	06/03/2023	77.62	
01-71-74-45-544 Small Tools, Equipment	General Fund	Cemetery	Cultural and Leisure			
FARM PLAN	ANCHOR AND WHEEL		51153215	06/05/2023	72.53	
01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Cemetery	Cultural and Leisure			
WESTCO	BULK FUEL		U3322570	05/25/2023	433.94	
01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Cemetery	Cultural and Leisure			
WESTCO	BULK FUEL		U3322569	05/25/2023	220.94	
01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Cemetery	Cultural and Leisure			
VOYAGER FLEET SYSTEMS INC	FLEET FUEL		869456715232	06/01/2023	91.42	
Total Cemetery:					896.45	
01-71-75-42-294 Conferences, Cont Education	General Fund	Swimming Pool	Cultural and Leisure			
NE DEPT OF ENVIRONMENT AND E	POOL OPERATOR LICENSE WEARE		POOL OPER LI	05/24/2023	40.00	06/01/2023
01-71-75-42-294 Conferences, Cont Education	General Fund	Swimming Pool	Cultural and Leisure			
ERIN ARMSTRONG	LIFEGUARD CERTIFICATIONS		150177	05/25/2023	3,150.00	
01-71-75-44-444 Natural Gas	General Fund	Swimming Pool	Cultural and Leisure			
BLACK HILLS ENERGY	POOL ACCT# 4332196321		MAY-23	06/01/2023	38.60	06/01/2023

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-71-75-44-451 Telephone Line Expense	General Fund	Swimming Pool	Cultural and Leisure		
QWEST - PHOENIX	65909090	640892084	05/20/2023	5.83	
01-71-75-44-451 Telephone Line Expense	General Fund	Swimming Pool	Cultural and Leisure		
QWEST - SEATTLE	308-762-4028	150137	05/25/2023	231.91	
01-71-75-44-479 CNTSVC Other	General Fund	Swimming Pool	Cultural and Leisure		
ERIN ARMSTRONG	LIFEGUARD CERTIFICATIONS	150177	05/25/2023	165.00	
01-71-75-44-483 NRCNTSVC-Building Public Wrks	General Fund	Swimming Pool	Cultural and Leisure		
4TH STREET FENCING	POOL START UP	150162	06/01/2023	1,185.00	
01-71-75-44-489 NRCNTSVC-Other Mach, Equip	General Fund	Swimming Pool	Cultural and Leisure		
NE STATE FIRE MARSHAL AGENCY	BOILER IN AT POOL	128168	06/06/2023	108.00	
01-71-75-45-526 Other Supplies	General Fund	Swimming Pool	Cultural and Leisure		
JOAN RYAN - PETTY CASH	FUEL	150163	06/08/2023	16.92	
01-71-75-45-531 Uniforms	General Fund	Swimming Pool	Cultural and Leisure		
FIRSTBANK CARD	LIFEGUARD SUPPLIES	BROWN 6/23	06/08/2023	2,034.90	06/13/2023
01-71-75-45-531 Uniforms	General Fund	Swimming Pool	Cultural and Leisure		
SHELMADINE PRINT SHOP	POOL CASHIER SHIRTS	0766	05/31/2023	216.00	
01-71-75-45-544 Small Tools, Equipment	General Fund	Swimming Pool	Cultural and Leisure		
BERNIES ACE HARDWARE	SMALL TOOLS	279547	05/30/2023	7.98	
01-71-75-45-556 Parts-Vehicle, Mach, Equip	General Fund	Swimming Pool	Cultural and Leisure		
FIRSTBANK CARD	POOL FILTERS	BROWN 6/23	06/08/2023	605.52	06/13/2023
01-71-75-46-624 Other Chemicals	General Fund	Swimming Pool	Cultural and Leisure		
HAWKINS INC	POOL CHEMICAL	6482555	05/25/2023	1,597.40	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
CASH-WA DISTRIBUTING	CONCESSIONS - POOL	13818672	06/02/2023	1,284.32	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
CASH-WA DISTRIBUTING	CONCESSIONS - POOL	13813832	05/26/2023	732.65	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
CASH-WA DISTRIBUTING	CONCESSIONS - POOL	13826772	06/09/2023	303.87	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
CASH-WA DISTRIBUTING	CONCESSIONS - POOL	13826772	06/09/2023	483.03	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
GROCERY KART INC	CONCESSION SUPPLIES	1561	05/27/2023	20.00	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
GROCERY KART INC	CONCESSION SUPPLIES	6419	05/26/2023	369.56	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
GROCERY KART INC	CONCESSION SUPPLIES	7827	05/29/2023	39.32	
01-71-75-46-625 Concession Supplies	General Fund	Swimming Pool	Cultural and Leisure		
GROCERY KART INC	CONCESSION SUPPLIES	6886	05/29/2023	108.41	
Total Swimming Pool:				12,744.22	
01-71-76-43-373 Contract Custodial Services	General Fund	Knight Museum	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	K2305	05/31/2023	895.00	
01-71-76-44-451 Telephone Line Expense	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-2384 KNIGHT MUSEUM	150132	05/24/2023	171.82	
01-71-76-44-452 Long Distance Expense	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 MUSEUM	150132	05/24/2023	3.30	
01-71-76-44-469 PMCNTSVC-Other	General Fund	Knight Museum	Cultural and Leisure		
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	678530	05/31/2023	34.70	
01-71-76-44-469 PMCNTSVC-Other	General Fund	Knight Museum	Cultural and Leisure		
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	678530	05/31/2023	12.00	
01-71-76-45-561 Bldg Maintenance Material	General Fund	Knight Museum	Cultural and Leisure		
FIRSTBANK CARD	BATTERIES	BROWN 6/23	06/08/2023	67.98	06/13/2023
01-71-76-45-563 Cleaning Supplies	General Fund	Knight Museum	Cultural and Leisure		
FIRSTBANK CARD	CLEANING PRODUCTS	BROWN 6/23	06/08/2023	25.15	06/13/2023
01-71-76-45-563 Cleaning Supplies	General Fund	Knight Museum	Cultural and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11174616	06/01/2023	57.90	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept	Segment Department / Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
FIRSTBANK CARD	CATERING & BAKING SUPPLIES		BROWN 6/23	06/08/2023	113.70	06/13/2023
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		0334	06/02/2023	170.75	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		1026	06/06/2023	168.32	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		1252	06/08/2023	30.65	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		3164	06/06/2023	11.23	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		8523	06/05/2023	11.96	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		3029	06/05/2023	11.45	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		8766	06/06/2023	22.95	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		1109	06/06/2023	48.91	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		3029	06/05/2023	1.33	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		8818	06/07/2023	34.51	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		8695	06/08/2023	12.76	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
GROCERY KART INC	CATERING SUPPLIES		8371	06/06/2023	14.94	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
JOAN RYAN - PETTY CASH	CATERING SUPPLIES		150163	06/08/2023	8.99	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure			
JOAN RYAN - PETTY CASH	CATERING SUPPLIES		150163	06/08/2023	12.57	
Total Knight Museum:					1,942.87	
01-71-77-43-335 Other Technical Services	General Fund	Library	Cultural and Leisure			
FIRSTBANK CARD	TECHNICAL SERVICES		O'CONNOR 6/	06/08/2023	24.49	
01-71-77-43-335 Other Technical Services	General Fund	Library	Cultural and Leisure			
FIRSTBANK CARD	TECHNICAL SERVICES		O'CONNOR 6/	06/08/2023	101.15	
01-71-77-43-373 Contract Custodial Services	General Fund	Library	Cultural and Leisure			
A & J JANITORIAL LLC	JANITORIAL SERVICES		L2305	05/31/2023	2,180.00	
01-71-77-44-444 Natural Gas	General Fund	Library	Cultural and Leisure			
BLACK HILLS ENERGY	LIBRARY ACCT# 8075256061		MAY-23	06/01/2023	132.17	06/01/2023
01-71-77-44-451 Telephone Line Expense	General Fund	Library	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-1387 LIBRARY		150132	05/24/2023	171.82	
01-71-77-44-452 Long Distance Expense	General Fund	Library	Cultural and Leisure			
ALLO COMMUNICATIONS LLC	308-762-5400 LIBRARY		150132	05/24/2023	1.69	
01-71-77-44-469 PMCNTSVC-Other	General Fund	Library	Cultural and Leisure			
NE SAFETY & FIRE EQUIPMENT IN	INSPECTIONS		16118	06/01/2023	540.00	
01-71-77-44-483 NRCNTSVC-Building Public Wrks	General Fund	Library	Cultural and Leisure			
TRIANGLE ELECTRIC INC	CHECK CIRCUITS AFTER ROOF LE		10808	06/06/2023	209.00	
01-71-77-45-511 Office Supplies	General Fund	Library	Cultural and Leisure			
NEBRASKA TOTAL OFFICE	Toner/white out		0121833-001	05/11/2023	201.00	
01-71-77-45-511 Office Supplies	General Fund	Library	Cultural and Leisure			
NEBRASKA TOTAL OFFICE	Toner/white out		0121832-001	05/10/2023	12.38	
01-71-77-45-513 Copy Machine Supplies	General Fund	Library	Cultural and Leisure			
FIRSTBANK CARD	COPY MACHINE SUPPLIES		O'CONNOR 6/	06/08/2023	140.00	
01-71-77-45-513 Copy Machine Supplies	General Fund	Library	Cultural and Leisure			
FIRSTBANK CARD	COPY MACHINE SUPPLIES		O'CONNOR 6/	06/08/2023	186.99	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept	Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
01-71-77-45-526 Other Supplies	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	SUPPLIES		O'CONNOR 6/	06/08/2023	171.39	
01-71-77-45-526 Other Supplies	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	SUPPLIES		O'CONNOR 6/	06/08/2023	8.97	
01-71-77-45-526 Other Supplies	General Fund	Library			Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES		20074/1	06/05/2023	2.71	
01-71-77-45-526 Other Supplies	General Fund	Library			Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES		20102/1	06/07/2023	41.97	
01-71-77-45-526 Other Supplies	General Fund	Library			Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES		20074/1	06/05/2023	11.28	
01-71-77-45-541 Office Furniture, Equipment	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	OFFICE FURNITURE		O'CONNOR 6/	06/08/2023	203.98	
01-71-77-45-574 Misc Grounds Maintenance	General Fund	Library			Cultural and Leisure	
FARM PLAN	rose garden		51140094	05/15/2023	169.89	
01-71-77-45-574 Misc Grounds Maintenance	General Fund	Library			Cultural and Leisure	
ERIN ARMSTRONG	REIMBURSEMENT		150146	06/05/2023	77.07	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	319.63	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	16.18	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	12.19	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	18.25	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	15.99	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	9.66	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	377.29	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	30.39	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOK		BROWN 6/23	06/08/2023	14.62	06/13/2023
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	208.79	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	152.29-	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	20.28	
01-71-77-46-521 Books	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	BOOKS		O'CONNOR 6/	06/08/2023	32.66	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	44.68	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	25.18	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	1,035.13	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	325.01	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	307.32	
01-71-77-46-613 Audio and Visual Materials	General Fund	Library			Cultural and Leisure	
FIRSTBANK CARD	A/V		O'CONNOR 6/	06/08/2023	17.49	
01-71-77-59-915 Capital Outlay-Buildings	General Fund	Library			Cultural and Leisure	
PELTZ COMPANIES INC	HVAC SYSTEM REPLACEMENT		150154	05/30/2023	539,550.00	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
Total Library:				546,816.40	
01-71-78-44-451 Telephone Line Expense	General Fund	Sallows Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-2385 SALLOWS MUSEUM	150132	05/24/2023	34.36	
Total Sallows Museum:				34.36	
Total Cultural and Leisure Services:				585,794.68	
01-79-79-34-447 Vendor Fees	General Fund	Marketing	Culture and Leisure		
FIRSTBANK CARD	FIREWORKS DISPLAY PERMIT	SORENSEN 6/	06/07/2023	11.25	
01-79-79-34-447 Vendor Fees	General Fund	Marketing	Culture and Leisure		
FIRSTBANK CARD	BANDS ON THE BRICKS SUPPLIES	SORENSEN 6/	06/07/2023	15.75	
01-79-79-34-447 Vendor Fees	General Fund	Marketing	Culture and Leisure		
FIRSTBANK CARD	BANDS ON THE BRICKS SUPPLIES	SORENSEN 6/	06/07/2023	302.97	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
FIRSTBANK CARD	SUBSCRIPTION	SORENSEN 6/	06/07/2023	199.50	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
CERTIFIED FOLDER DISPLAY SERV	BROCHURES	603739	06/05/2023	46.16	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
ALLIANCE CHAMBER OF COMMER	BANDS ON THE BRICKS INSURANC	17923	06/08/2023	250.00	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
ALLIANCE CHAMBER OF COMMER	BANDS ON THE BRICKS MANAGEM	17923	06/08/2023	150.00	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
CROSSROADS MUSIC LLC	BANDS ON THE BRICKS	72973	06/07/2023	2,400.00	
Total Marketing:				3,375.63	
01-79-80-44-436 Mail, Delivery Services	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	POSTAGE	BROWN 6/23	06/08/2023	24.10	06/13/2023
01-79-80-44-441 Electricity	General Fund	Carhenge	Culture and Leisure		
PREMA	UTILITIES	150166	06/05/2023	190.04	
01-79-80-44-441 Electricity	General Fund	Carhenge	Culture and Leisure		
PREMA	UTILITIES	150166	06/05/2023	184.50	
01-79-80-44-451 Telephone Line Expense	General Fund	Carhenge	Culture and Leisure		
QWEST - SEATTLE	308-762-3569	150138	05/25/2023	.64	
01-79-80-44-457 Internet Operating Expense	General Fund	Carhenge	Culture and Leisure		
TELECOM WEST INC	INTERNET SERVICES	1510166JUNE	06/02/2023	65.00	
01-79-80-44-483 NRCNTSVC-Building Public Wrks	General Fund	Carhenge	Culture and Leisure		
RELIABLE PAINTING LLC	PAINT FOR CARHENGE	046926/1	05/10/2023	348.28	
01-79-80-44-483 NRCNTSVC-Building Public Wrks	General Fund	Carhenge	Culture and Leisure		
RELIABLE PAINTING LLC	PAINT FOR CARHENGE	047053/1	05/16/2023	183.81	
01-79-80-44-483 NRCNTSVC-Building Public Wrks	General Fund	Carhenge	Culture and Leisure		
RELIABLE PAINTING LLC	PAINT FOR CARHENGE	047151/1	05/21/2023	285.37	
01-79-80-44-483 NRCNTSVC-Building Public Wrks	General Fund	Carhenge	Culture and Leisure		
RELIABLE PAINTING LLC	PAINT FOR CARHENGE	15273	05/17/2023	17.32	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
FARM PLAN	ELECTRIC TRIMMER	51155173	06/09/2023	229.99	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
FARM PLAN	POTTING SOIL	51147636	05/27/2023	33.98	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11175556	06/08/2023	40.40	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122015-001	06/01/2023	5.59	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	MERCHANDISE BAGS	BROWN 6/23	06/08/2023	158.38	06/13/2023

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
PEPSI COLA OF WESTERN NEBRA	CONCESSIONS	5100113918	06/09/2023	98.52	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
PEPSI COLA OF WESTERN NEBRA	CONCESSIONS	5100112928	05/26/2023	256.51	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
FRITO-LAY SALES LP	CONCESSIONS	75916208	06/01/2023	228.17	
Total Carhenge:				2,350.60	
Total Culture and Leisure Services:				5,726.23	
Total General Fund:				645,585.96	
Electric Fund					
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Ddnd Recept Cap LPC215	926309763	05/17/2023	351.69	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Triple Transformer Rack-Cluster-MAC	926230067	05/03/2023	3,155.05	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	3M Mounting Bracket MB-4	926351265	05/24/2023	1,040.68	
05-0000-07710 Merchandise Inventory	Electric Fund				
CONTRACTORS MATERIALS INC	GLOVES	249362	05/19/2023	182.40	
05-0000-07710 Merchandise Inventory	Electric Fund				
CONTRACTORS MATERIALS INC	SMALL TOOLS/EQUIP	248524	03/31/2023	158.00	
05-0000-07710 Merchandise Inventory	Electric Fund				
DUTTON-LAINSON COMPANY	TRANS 25 KVA 277/480 CONV	V1058-12	06/01/2023	1,691.94	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	467015	05/19/2023	90.16	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467015	05/19/2023	183.96	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	LINERS	467015	05/19/2023	237.85	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	467087	05/19/2023	104.47	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	LINERS	467015	05/19/2023	116.54	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	HAND SOAP	467015	05/19/2023	169.34	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	467015	05/19/2023	46.20	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	467015	05/19/2023	72.07	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467797	06/02/2023	101.80	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467797	06/02/2023	274.44	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467869	06/02/2023	365.92	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	467015	05/19/2023	106.74	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467869	06/02/2023	72.66	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467797	06/02/2023	66.18	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467678	06/02/2023	92.98	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467678	06/02/2023	74.16	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	467797	06/02/2023	112.00	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Fuse Link 64005 SC 5A	S013523657.0	05/01/2023	457.42	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Fuse Link 64007 SC 7A	S013523657.0	05/01/2023	457.43	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT WR389	S013523657.0	05/01/2023	326.35	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Tie Wraplock WTF0206 #2	S013531366.0	05/03/2023	1,733.40	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT CF 44	S013523657.0	05/04/2023	342.40	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT WR835	S013523657.0	05/01/2023	142.85	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Fuse Link 64065 SC 65A	S013523657.0	05/01/2023	727.60	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Fuse Link 64010 SC 10A	S013523657.0	05/01/2023	457.43	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT WR 419	S013523657.0	05/01/2023	117.70	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Strand Link RE5022 3/8"	162088	05/10/2023	508.25	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	200A load break cut outs	166263	05/18/2023	706.20	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Ins Tans Trainer CH9113S	160477	05/08/2023	2,054.40	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	COMP SLEEVE COVERS - C-5	160478	05/08/2023	107.00	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Wire ACSR #4 Swanate 7/1 Str	157894	05/03/2023	12,408.58	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	COMP SLEEVE COVER - C-7	160478	05/08/2023	139.10	
05-0000-23321 Sales Tax Payable	Electric Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ELEC	MAY-23	06/12/2023	47,973.31	
Total :				77,526.65	
Total :				77,526.65	

05-51-50-42-294 Conferences, Cont Education	Electric Fund	Administration	Utility Superintenden			
FIRSTBANK CARD	LODGING	BRIDGE 6/23	06/08/2023	126.95		
05-51-50-44-436 Mail, Delivery Services	Electric Fund	Administration	Utility Superintenden			
FIRSTBANK CARD	POSTAGE	BRIDGE 6/23	06/08/2023	99.26-		
05-51-50-44-444 Natural Gas	Electric Fund	Administration	Utility Superintenden			
BLACK HILLS ENERGY	PUBLIC WORKS ANNEX ACCT# 709	MAY-23	06/01/2023	867.32	06/01/2023	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden			
QWEST - PHOENIX	65908899	640886119	05/20/2023	10.36		
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden			
QWEST - PHOENIX	65909176	640890853	05/20/2023	10.36		
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden			
QWEST - PHOENIX	65908623	640891966	05/20/2023	8.90		
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden			
QWEST - PHOENIX	65908523	640889771	05/20/2023	10.36		
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden			
QWEST - SEATTLE	308-762-1723	150157	05/25/2023	.03		

GL Account and Title / Vendor Name	Segment Fund Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-3388	150158	05/25/2023	.03	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-7939	150160	05/25/2023	.03	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-7958	150159	05/25/2023	.03	
05-51-50-44-452 Long Distance Expense	Electric Fund	Administration	Utility Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 ELECTRIC	150132	05/24/2023	3.47	
05-51-50-44-488 Utility Locate Services	Electric Fund	Administration	Utility Superintenden		
ONE CALL CONCEPTS INC	LOCATES ELECTRIC	3050102	05/31/2023	70.31	
05-51-50-45-526 Other Supplies	Electric Fund	Administration	Utility Superintenden		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003635	05/31/2023	62.26	
Total Administration:				1,071.15	
05-51-51-45-526 Other Supplies	Electric Fund	Generation	Utility Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122085-001	06/08/2023	6.85	
05-51-51-45-526 Other Supplies	Electric Fund	Generation	Utility Superintenden		
POWERTECH LLC	UNIT 1 REPAIRS	W72181	06/09/2023	1,311.00	
05-51-51-45-526 Other Supplies	Electric Fund	Generation	Utility Superintenden		
POWERTECH LLC	UNIT 2 REPAIRS	W72182	06/09/2023	1,311.00	
Total Generation:				2,628.85	
05-51-52-43-331 Professional Engineering Svcs	Electric Fund	Transmission	Utility Superintenden		
WEST PLAINS ENGINEERING INC.	MISC ENGINEERING	BU23006-0010	05/26/2023	1,662.50	
05-51-52-46-691 Purchased Power-WAPA	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WAPPA	304303	06/12/2023	88,293.66	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	304303	06/12/2023	478,412.58	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	304303	06/12/2023	15.82	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	304303	06/12/2023	911.92-	
05-51-52-46-693 Purchased Power-Wind Gen	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WIND	304303	06/12/2023	23,549.74	
Total Transmission:				591,022.38	
05-51-53-44-456 Cellular Telephone Expense	Electric Fund	Urban Distribution	Utility Superintenden		
FIRSTNET	CELL PHONE ELECTRIC	287306230913	06/03/2023	225.81	
05-51-53-44-457 Internet Operating Expense	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1907 INTERNET-SCADA	150132	05/24/2023	855.00	
05-51-53-44-485 NRCNTSVC-Tree Trimming	Electric Fund	Urban Distribution	Utility Superintenden		
PANHANDLE TREE SERVICE	ALLO/CHARTER	150153	06/09/2023	3,562.00	
05-51-53-45-526 Other Supplies	Electric Fund	Urban Distribution	Utility Superintenden		
STUART C. IRBY CO	Containment bags	S013531366.0	05/03/2023	345.08	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
FIRSTBANK CARD	SAFETY LABELS	BRIDGE 6/23	06/08/2023	414.30	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
FIRSTBANK CARD	SAFETY GEAR	BRIDGE 6/23	06/08/2023	113.38	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
SKARSHAUG TESTING LAB INC	Testing rubber goods	268886	05/25/2023	436.93	
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
FARM PLAN		51150122	05/31/2023	45.98	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-458355	05/30/2023	22.58	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE		279618	05/31/2023	128.29	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE		279724	06/01/2023	10.04	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE		279665	05/31/2023	87.72	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	1-1/4" Weatherheads	926351253	05/24/2023	80.66	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	266 2 hole lugs	926318322	05/18/2023	368.19	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	GE LAMPS	S511437241.00	05/30/2023	239.57	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
PANHANDLE BOLT COMPANY	PARTS	0032749	06/07/2023	166.92	
05-51-53-46-655 Street Light Mtc	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	MMM 5411 C1 Quick Splice Kit	926230058	05/03/2023	379.03	
05-51-53-53-948 System Rebuild, Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
RVW INC	East line rebuild. Resolution #21-129	11264	05/31/2023	1,638.00	
Total Urban Distribution:				9,119.48	
05-51-54-44-485 NRCNTSVC-Tree Trimming	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
PANHANDLE TREE SERVICE	TREE TRIMMING/LINE CLEARING	150153	06/09/2023	3,563.00	
05-51-54-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
VOYAGER FLEET SYSTEMS INC		869456715232	06/01/2023	2,031.34	
05-51-54-46-652 Electric Underground Material	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	45° elbows 3/4"	S511445622.00	06/06/2023	6.55	
05-51-54-46-652 Electric Underground Material	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	3/4" SCH 40 PVC	S511445622.00	06/01/2023	106.67	
05-51-54-46-652 Electric Underground Material	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	45° elbows 3/4"	S511445622.00	06/01/2023	1.30	
05-51-54-46-652 Electric Underground Material	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	3/4" SCH 40 Couplers	S511445622.00	06/01/2023	3.20	
Total Rural Line Dist and Maint:				5,712.06	
Total Utility Superintendent:				609,553.92	
Total Electric Fund:				687,080.57	
Refuse Fund					
06-0000-23321 Sales Tax Payable	Refuse Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - REFUSE	MAY-23	06/12/2023	.00	
Total :				.00	
Total :				.00	
06-41-42-44-479 CNTSVC Other	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE TREE SERVICE	ALLEYS	150153	06/09/2023	2,375.00	
06-41-42-44-479 CNTSVC Other	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	EQPT RPR	50812	06/09/2023	434.81	
06-41-42-44-479 CNTSVC Other	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC		50812	06/09/2023	353.87	
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE FAB INC.	TRUCK REPAIR	45517	05/25/2023	210.00	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection	Public Works		
HEARTLAND DIESEL	#1112 SERVICE	4680	05/31/2023	330.75	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	2,551.87	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-459196	06/09/2023	9.49	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-459047	06/07/2023	36.56	
Total Refuse Collection:				6,302.35	
Total Public Works:				6,302.35	
06-51-50-34-452 Other Sales, Services	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	CITY ADMINISTRATION FEE	MAY-23	06/12/2023	194.75-	
06-51-50-35-511 Residential-City	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	MONTHLY TRASH COLLECTION FE	MAY-23	06/12/2023	4,868.64	
Total Administration:				4,673.89	
06-51-55-42-294 Conferences, Cont Education	Refuse Fund	Refuse Disposal	Public Works		
FIRSTBANK CARD	OMAHA TRAINING-MEALS	FANKHAUSER	05/24/2023	93.74	06/01/2023
06-51-55-42-294 Conferences, Cont Education	Refuse Fund	Refuse Disposal	Public Works		
FIRSTBANK CARD	OMAHA TRAINING-LODGING	FANKHAUSER	05/24/2023	206.00	06/01/2023
06-51-55-44-444 Natural Gas	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	LANDFILL ACCT# 7095590391	MAY-23	06/01/2023	1,023.29	06/01/2023
06-51-55-44-451 Telephone Line Expense	Refuse Fund	Refuse Disposal	Public Works		
QWEST - PHOENIX	65908519	640892327	05/20/2023	12.00	
06-51-55-44-451 Telephone Line Expense	Refuse Fund	Refuse Disposal	Public Works		
QWEST - SEATTLE	308-762-2705	150156	05/25/2023	.24	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
TRITLE PLUMBING INC	EQUIPMENT RENTAL	31367	05/31/2023	195.00	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	UNIFORMS - DIRK	51155384	06/09/2023	199.99	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	BULK FUEL	U3322574	05/25/2023	21.07	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	BULK FUEL	U3322575	05/25/2023	805.66	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	208.39	
06-51-55-45-554 Refuse-Oil,Grease	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	ANTIFREEZE	P09854	06/07/2023	80.70	
06-51-55-45-554 Refuse-Oil,Grease	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	ANITFREEZE	P09667	06/05/2023	80.70	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
ACCENT WIRE PRODUCTS INC	PARTS	9989715	02/28/2023	6,067.12	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FIRSTBANK CARD	PARTS	FANKHAUSER	06/07/2023	25.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP		19945/1	05/26/2023	5.49	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP		20007/1	05/31/2023	16.96	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP		19995/1	05/31/2023	19.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	PARTS	2042782	06/01/2023	362.17	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
06-51-55-45-561 Bldg Maintenance Material	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	BUILDING MAINTENANCE	51155384	06/09/2023	6.99	
06-51-55-59-950 Capital Outlay-Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
ACCENT WIRE PRODUCTS INC	MEMORY MODULE	9999155	05/31/2023	1,038.81	
Total Refuse Disposal:				10,470.30	
Total Public Works:				15,144.19	
Total Refuse Fund:				21,446.54	
Sewer Fund					
07-0000-23321 Sales Tax Payable	Sewer Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - SEWER	MAY-23	06/12/2023	.00	
Total :				.00	
Total :				.00	
07-52-58-44-451 Telephone Line Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 SCADA	150132	05/24/2023	34.36	
07-52-58-44-451 Telephone Line Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-7136 LIFT STATION C	150132	05/24/2023	34.36	
07-52-58-44-456 Cellular Telephone Expense	Sewer Fund	Sewer	Public Works		
FIRSTNET	CELL PHONE WATER	287306230913	06/03/2023	128.23	
07-52-58-44-457 Internet Operating Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 INTERNET	150132	05/24/2023	35.00	
07-52-58-44-488 Utility Locate Services	Sewer Fund	Sewer	Public Works		
ONE CALL CONCEPTS INC	LOCATES SEWER	3050102	05/31/2023	35.16	
07-52-58-44-489 NRCNTSVC-Other Mach, Equip	Sewer Fund	Sewer	Public Works		
FIRSTBANK CARD	BACKFLOW REPAIR KIT	SWEDEEN 5/2	05/24/2023	167.50	06/01/2023
07-52-58-45-526 Other Supplies	Sewer Fund	Sewer	Public Works		
IDEAL LINEN INC	TOWELS	11175069	06/06/2023	50.83	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	20016/1	06/01/2023	18.99	
07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Sewer Fund	Sewer	Public Works		
WESTCO	BULK FUEL	U1003724	05/25/2023	445.07	
07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Sewer Fund	Sewer	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	615.47	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
BERNIES ACE HARDWARE	PARTS	279745	06/01/2023	5.59	
07-52-58-45-558 Tires-Vehicle, Equipment	Sewer Fund	Sewer	Public Works		
KAISER TIRE	EQUIPMENT TIRES	7771	05/26/2023	442.00	
Total Sewer:				2,012.56	
Total Public Works:				2,012.56	
Total Sewer Fund:				2,012.56	
Water Fund					
08-0000-07710 Merchandise Inventory	Water Fund				
CORE & MAIN LP	Meter Tailpiece 1"	S711517	04/20/2023	338.59	
08-0000-07710 Merchandise Inventory	Water Fund				
CORE & MAIN LP	Meter Tailpiece 5/8 x 3/4 x 3/4	S711517	04/20/2023	384.57	
08-0000-07710 Merchandise Inventory	Water Fund				
CORE & MAIN LP	IPERL 3/4 METER 100 CF 7.5 LL	S713456	05/04/2023	2,773.40	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
08-0000-07710 Merchandise Inventory	Water Fund				
NORTHWEST PIPE FITTINGS INC	PARTS	271837	05/05/2023	65.29	
08-0000-23321 Sales Tax Payable	Water Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - WATER	MAY-23	06/12/2023	157.24	
Total :				3,719.09	
Total :				3,719.09	
08-52-51-42-294 Conferences, Cont Education	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	TRAINING OMAHA-ERNEST	GRANT 5/23	05/24/2023	64.69	06/01/2023
08-52-51-42-294 Conferences, Cont Education	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	CDL TRAINING	GRANT 6/23	06/07/2023	199.00	
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	565265	05/16/2023	420.00	
08-52-51-45-532 Protective Gear	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	PROTECTIVE GEAR	GRANT 6/23	06/07/2023	103.54	
08-52-51-45-532 Protective Gear	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	PROTECTIVE GEAR	GRANT 6/23	06/07/2023	79.88	
08-52-51-45-534 Safety Commodities	Water Fund	Water Treatment	Public Works		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003635	05/31/2023	62.25	
08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Water Fund	Water Treatment	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	641.49	
08-52-51-45-569 Other Replacement Parts	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	FILTERFAN REPLACEMENT	GRANT 5/23	05/24/2023	146.50	06/01/2023
08-52-51-45-569 Other Replacement Parts	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	PARTS	SWEDEEN 6/2	06/07/2023	35.55	
08-52-51-45-569 Other Replacement Parts	Water Fund	Water Treatment	Public Works		
MCCROMETER INC	Flow Meter Converter for Chlorine Pla	593992	06/05/2023	1,959.25	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC		6475956	05/19/2023	1,000.00	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC		6475956	05/19/2023	599.30	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC		6481635	05/25/2023	1,230.91	
Total Water Treatment:				6,542.36	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	USPS MAIL SHIPMENT	GRANT 5/23	05/24/2023	58.20	06/01/2023
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	USPS MAIL SHIPMENT	SWEDEEN 5/2	05/24/2023	245.65	06/01/2023
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	MAILING	SWEDEEN 6/2	06/07/2023	40.40	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	MAILING	SWEDEEN 6/2	06/07/2023	40.40	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	MAILING	SWEDEEN 6/2	06/07/2023	66.10	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	564474	05/16/2023	666.00	
08-52-52-44-452 Long Distance Expense	Water Fund	Distribution	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 WATER	150132	05/24/2023	.59	
08-52-52-44-488 Utility Locate Services	Water Fund	Distribution	Public Works		
ONE CALL CONCEPTS INC	LOCATES WATER	3050102	05/31/2023	35.15	
08-52-52-46-671 Water Meters	Water Fund	Distribution	Public Works		
CORE & MAIN LP	3/4" Gaskets	S711517	04/20/2023	14.98	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
08-52-52-46-671 Water Meters	Water Fund	Distribution	Public Works		
CORE & MAIN LP	1" gaskets	S711517	04/20/2023	18.19	
Total Distribution:				1,185.66	
Total Public Works:				7,728.02	
Total Water Fund:				11,447.11	
Golf Course					
21-0000-23321 Sales Tax Payable	Golf Course				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - GOLF	GOLF 5/23	06/12/2023	3,571.95	
Total :				3,571.95	
Total :				3,571.95	
21-71-75-44-412 Machine, Equipment Rent	Golf Course	Golf Course	Cultural and Leisure		
MASEK DISTRIBUTING INC.	GOLF CART RENT 2023	JULY2023	03/21/2023	11,200.00	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	19TH HOLE ACCT# 7929125665	MAY-23	06/01/2023	55.15	06/01/2023
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	GOLF ACCT# 8588264838	MAY-23	06/01/2023	144.83	06/01/2023
21-71-75-44-451 Telephone Line Expense	Golf Course	Golf Course	Cultural and Leisure		
MOBIUS COMMUNICATIONS CO.	308-762-4512	150133	05/01/2023	148.75	
21-71-75-44-451 Telephone Line Expense	Golf Course	Golf Course	Cultural and Leisure		
MOBIUS COMMUNICATIONS CO.	308-762-7069	150134	06/01/2023	79.38	
21-71-75-44-451 Telephone Line Expense	Golf Course	Golf Course	Cultural and Leisure		
MCCROMETER INC	308-762-1446	150151	06/01/2023	82.28	
21-71-75-44-456 Cellular Telephone Expense	Golf Course	Golf Course	Cultural and Leisure		
FIRSTNET	CELL PHONE C&LS	287306230913	06/03/2023	46.29	
21-71-75-44-479 CNTSVC Other	Golf Course	Golf Course	Cultural and Leisure		
MONTY AHRENS	CLEANING OF DEBRIS	150135	05/26/2023	100.00	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	153082	05/22/2023	14.82	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	153106	05/23/2023	15.97	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	153250	05/30/2023	31.72	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	153292	06/01/2023	81.72	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	153364	06/06/2023	40.68	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19812/1	05/18/2023	140.00	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	153302	06/02/2023	69.95	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322633	06/06/2023	845.33	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322632	06/06/2023	153.01	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322632	06/06/2023	339.21	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	FLEET FUEL	869456715232	06/01/2023	234.95	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TRACTOR & IMPLEMENT	WHEEL	1194	06/05/2023	39.22	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	BATTERY	834005005	05/24/2023	15.98	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3322653	06/08/2023	747.99	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3322653	06/08/2023	110.89	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3322634	06/06/2023	569.94	
21-71-75-45-561 Bldg Maintenance Material	Golf Course	Golf Course	Cultural and Leisure		
HEARTLAND AVIATION INC	REIMBURSEMENT	150148	05/16/2023	94.12	
21-71-75-45-561 Bldg Maintenance Material	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	20073/1	06/05/2023	35.00	
21-71-75-45-563 Cleaning Supplies	Golf Course	Golf Course	Cultural and Leisure		
JOAN RYAN - PETTY CASH	CLEANING SUPPLIES	150163	06/08/2023	18.40	
21-71-75-45-573 Plants	Golf Course	Golf Course	Cultural and Leisure		
PEACEFUL PRAIRIE NURSERY INC	PLANTS AND FLOWERS FOR 2023	2377	05/25/2023	200.00	
21-71-75-45-574 Misc Grounds Maintenance	Golf Course	Golf Course	Cultural and Leisure		
BERNIES ACE HARDWARE	MISC GROUNDS	280329	06/09/2023	124.13	
21-71-75-45-575 Fertilizer	Golf Course	Golf Course	Cultural and Leisure		
JIRDON AGRI CHEMICALS INC	FERTILIZER	82-32161	06/06/2023	555.28	
21-71-75-45-576 Herbicides, Pesticides	Golf Course	Golf Course	Cultural and Leisure		
JIRDON AGRI CHEMICALS INC	HERBICIDE	82-32060	05/23/2023	206.51	
21-71-75-45-576 Herbicides, Pesticides	Golf Course	Golf Course	Cultural and Leisure		
JIRDON AGRI CHEMICALS INC	HERBICIDE	82-32060	05/23/2023	166.44	
21-71-75-45-576 Herbicides, Pesticides	Golf Course	Golf Course	Cultural and Leisure		
JIRDON AGRI CHEMICALS INC	TRIMEC	82-32161	06/06/2023	31.51	
21-71-75-45-576 Herbicides, Pesticides	Golf Course	Golf Course	Cultural and Leisure		
JIRDON AGRI CHEMICALS INC	HERBICIDE	82-32161	06/06/2023	293.49	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
GROCERY KART INC	CONCESSION SUPPLIES	9595	05/19/2023	97.50	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1177003	05/18/2023	30.72	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1177071	05/25/2023	99.42	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1177205	06/08/2023	120.70	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1177205	06/08/2023	7.76	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	PEPSI PRODUCTS	5100112409	05/19/2023	330.55	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	PEPSI PRODUCTS	5100112946	05/26/2023	196.79	
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	PEPSI PRODUCTS	5100113933	06/09/2023	448.95	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
REDMAN'S SHOES	CLOTHING RACKS	44902	05/19/2023	239.68	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
OUTDOOR CUSTOM SPORTSWEAR	CLOTHING	425432	05/30/2023	480.00	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
OUTDOOR CUSTOM SPORTSWEAR	CLOTHING	407827	06/08/2023	509.12	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	DRI-TAC	70933	06/04/2023	28.21	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	BALLS	915820676	05/26/2023	359.62	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	6 DOZEN TITLEIST BALLS	915514603	04/19/2023	259.75	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept	Segment Department	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	CREDIT			300456303	04/04/2023	1,766.00-	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	GOLF BALLS			915713003	05/15/2023	511.46	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	2023 GOLO			915723663	05/16/2023	330.04	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	TILT PRO V1			915418806	04/10/2023	254.77	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	GOLF BALLS			915666494	05/08/2023	511.48	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	EQUIPMENT			915802096	05/24/2023	221.00	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	CREDIT			300470294	05/24/2023	397.80-	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	PREBOOK BALLS			936568437	05/27/2023	1,652.64	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
MIZUNO USA INC	SPECIAL ORDER MRACEK			8041069 RI	05/30/2023	915.99	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
MIZUNO USA INC	GOLF CLUB REPAIR MUHR			8041068 RI	05/30/2023	39.28	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
MIZUNO USA INC	SPECIAL ORDER PERRY JOHNSTO			8044195 RI	05/31/2023	176.35	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
VW GOLF INC	SPECIAL ORDER WARREN			70782	05/30/2023	68.50	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
VW GOLF INC	SPECIAL ORDER			70475	05/16/2023	95.15	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
VW GOLF INC	DRI-TAC			70580	05/22/2023	97.75	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
VW GOLF INC	SPECIAL ORDER DAVE PEARSE			70825	05/31/2023	97.75	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	SPECIAL ORDER DAVE MINNICK			915441215	04/11/2023	87.19	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	SPECIAL ORDER RICHARD WILLEY			915742738	05/17/2023	141.04	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	SPECIAL ORDER DOUG DIETRICH			915622424	05/02/2023	147.50	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
ACUSHNET COMPANY	SPECIAL ORDER PUD			915797224	05/24/2023	122.53	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER BRIAN WINGE			936538063	05/22/2023	192.60	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER DAVE JENSEN			936542444	05/23/2023	1,377.90	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER D MCCUNE			936538062	05/22/2023	466.20	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER D HARRIS			936538064	05/22/2023	897.75	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER BROOKS WALKER			936503281	05/16/2023	163.80	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER D JENSEN			936538061	05/22/2023	369.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	BALLS			936591841	06/01/2023	75.29	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure				
CALLAWAY GOLF SALES CO	SPECIAL ORDER DINA CANTU			936622291	06/07/2023	540.00	
21-71-75-46-675 Irrigation Material	Golf Course	Golf Course	Cultural and Leisure				
BERNIES ACE HARDWARE	IRRIGATION MATERIALS			279498	05/30/2023	34.36	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
Total Golf Course:				27,665.23	
Total Cultural and Leisure Services:				27,665.23	
Total Golf Course:				31,237.18	
Airport					
22-41-43-42-294 Conferences, Cont Education	Airport	Airport Operations	Airport		
FIRSTBANK CARD	TRAINING MEAL	PLACEK 6/23	06/06/2023	41.22	
22-41-43-43-373 Contract Custodial Services	Airport	Airport Operations	Airport		
HP CLEANING AND SEWING	CONTRACT CLEANING	60523AP	06/05/2023	850.00	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	AIRPORT ADMIN ACCT# 986221100	MAY-23	06/01/2023	42.74	06/01/2023
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	AIRPORT CTR BLDG ACCT# 692062	MAY-23	06/01/2023	58.81	06/01/2023
22-41-43-44-451 Telephone Line Expense	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-1214	150165	06/01/2023	76.43	
22-41-43-44-456 Cellular Telephone Expense	Airport	Airport Operations	Airport		
FIRSTNET	CELL PHONE AIRPORT	287306230913	06/03/2023	92.58	
22-41-43-44-476 CNTSVC-FBO Operator	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	CONTRACT SERVICES FBO	150147	06/08/2023	875.00	
22-41-43-44-477 CNTSVC-Hangar Management	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	HANGAR MANAGEMENT	150147	06/08/2023	604.89	
22-41-43-44-479 CNTSVC Other	Airport	Airport Operations	Airport		
IDEAL LINEN INC	RUGS	11175074	06/06/2023	45.94	
22-41-43-45-526 Other Supplies	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	20120/1	06/08/2023	32.47	
22-41-43-45-526 Other Supplies	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	20145/1	06/09/2023	19.99	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
STURDEVANT'S AUTO PARTS	PARTS	834005248	05/31/2023	47.32	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	PARTS	2723-458376	05/30/2023	90.00-	
22-41-43-45-574 Misc Grounds Maintenance	Airport	Airport Operations	Airport		
ACKERMAN AG SERVICE	GROUNDS MAINTENANCE	145141	06/09/2023	955.09	
22-41-43-45-574 Misc Grounds Maintenance	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	GROUNDS MAINTENANCE	20147/1	06/09/2023	32.96	
Total Airport Operations:				3,685.44	
Total Airport:				3,685.44	
Total Airport:				3,685.44	
Public Transit Fund					
23-72-71-42-294 Conferences, Cont Education	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	TRAINING MIDWEST CONF	POHLMAN 5/2	05/23/2023	508.26	06/01/2023
23-72-71-44-411 Building, Office Rent	Public Transit Fund	Transit - Administration	Public Works		
CITY OF ALLIANCE	ANNEX BUILDING RENT	14504	06/01/2023	1,095.00	
23-72-71-44-421 Membership Dues	Public Transit Fund	Transit - Administration	Public Works		
NE ASSN OF TRANSPORTATION PR	MEMBERSHIP DUES	4658	06/01/2023	115.00	
23-72-71-44-433 Other Advertising Services	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	WONDERFUL KITCHEN-PTW LUNC	POHLMAN 5/2	05/23/2023	70.85	06/01/2023
23-72-71-44-451 Telephone Line Expense	Public Transit Fund	Transit - Administration	Public Works		
ALLO COMMUNICATIONS LLC	308-762-1293 TRANSIT 3	150132	05/24/2023	103.10	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
23-72-71-44-456 Cellular Telephone Expense	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	CELL PHONE TRANSIT	287306230913	06/03/2023	431.65	
23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc	Public Transit Fund	Transit - Administration	Public Works		
RED BEARD GARAGE	UNIT 1 SERVICE	8318	05/31/2023	159.00	
23-72-71-45-511 Office Supplies	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	CLEANING SUPPLIES	POHLMAN 6/2	06/06/2023	11.01	
23-72-71-45-511 Office Supplies	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	COMPUTER SUPPLIES	POHLMAN 6/2	06/06/2023	26.50	
23-72-71-45-511 Office Supplies	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	COMPUTER SUPPLIES	POHLMAN 6/2	06/06/2023	29.50	
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-457455	05/18/2023	25.00	
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-458421	05/31/2023	9.17	
23-72-71-47-724 Vehicle Liability	Public Transit Fund	Transit - Administration	Public Works		
GREGORY'S INSURANCE (FNIC)	TRANSIT VEHICLES	1669306	04/01/2023	1,049.00	
Total Transit - Administration:				3,633.04	
23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Public Transit Fund	Transit - Operations	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	2,069.20	
Total Transit - Operations:				2,069.20	
Total Public Works:				5,702.24	
Total Public Transit Fund:				5,702.24	
Street Fund					
24-41-41-44-431 Legal, Public Notices	Street Fund	Streets	Public Works		
ALLIANCE TIMES HERALD	LEGAL AD	150142	05/24/2023	51.15	
24-41-41-44-451 Telephone Line Expense	Street Fund	Streets	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 STREETS	150132	05/24/2023	28.70	
24-41-41-44-456 Cellular Telephone Expense	Street Fund	Streets	Public Works		
FIRSTNET	CELL PHONE STREETS	287306230913	06/03/2023	71.90	
24-41-41-45-526 Other Supplies	Street Fund	Streets	Public Works		
FIRSTBANK CARD	PHONE HOLDER	MULLINS 5/23	05/24/2023	21.94	06/01/2023
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
FIRSTBANK CARD	ARIAT-JUSTIN KITTLEMANN JEANS	MULLINS 5/23	05/24/2023	471.60	06/01/2023
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003633	05/01/2023	220.05	
24-41-41-45-541 Office Furniture, Equipment	Street Fund	Streets	Public Works		
FIRSTBANK CARD	EQUIPMENT	MULLINS 6/23	06/07/2023	25.15	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
BLOEDORN LUMBER - ALLIANCE	TOOLS	7590018	05/31/2023	59.80	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets	Public Works		
VOYAGER FLEET SYSTEMS INC		869456715232	06/01/2023	1,366.96	
24-41-41-45-563 Cleaning Supplies	Street Fund	Streets	Public Works		
IDEAL LINEN INC	TOWELS	11174107	05/30/2023	50.83	
24-41-41-45-564 Concrete	Street Fund	Streets	Public Works		
WESTCO	CALCIUM	153362	06/06/2023	173.46	
24-41-41-46-644 Asphalt	Street Fund	Streets	Public Works		
NATIONWIDE CHEMICALS LLC	ASPHALT PATCH	952-06	03/13/2023	338.51	
24-41-41-51-930 Asphalt Overlays	Street Fund	Streets	Public Works		
M.C. SCHAFF & ASSOCIATES INC	PAVEMENT REHAB PROJECT	0000023116	05/09/2023	52,058.00	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
Total Streets:				54,938.05	
Total Public Works:				54,938.05	
Total Street Fund:				54,938.05	
Retired Senior Vol Program					
26-71-70-42-294 Conferences, Cont Education	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
FIRSTBANK CARD	HOTEL ROOM & FLIGHT	BROWN 6/23	06/08/2023	1,918.20	06/13/2023
26-71-70-44-441 Electricity	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
CITY OF ALLIANCE	ELECTRICITY	14503	06/01/2023	200.00	
26-71-70-44-451 Telephone Line Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 RSVP 1	150132	05/24/2023	34.36	
26-71-70-44-452 Long Distance Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 RSVP	150132	05/24/2023	1.09	
Total Retired Senior Vol Program:				2,153.65	
Total Cultural and Leisure Services:				2,153.65	
Total Retired Senior Vol Program:				2,153.65	
Business Improvement Districts					
28-61-68-45-573 Plants	Business Improvem	BID #2	Community Develop		
PEACEFUL PRAIRIE NURSERY INC	PLANTS AND FLOWERS FOR 2023	2377	05/25/2023	500.00	
Total BID #2:				500.00	
Total Community Development:				500.00	
Total Business Improvement Districts:				500.00	
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.	ALLIANCE EATING VENTURES/EDA	806555	05/31/2023	90.00	
Total Economic Development Support:				90.00	
Total Community Development:				90.00	
Total Economic Development Fund:				90.00	
Adminstration Internal Service					
51-13-13-42-292 Interviewing Expense	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	DMV CHECKS	MAYHEW 6/23	06/08/2023	15.00	
51-13-13-44-451 Telephone Line Expense	Adminstration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	308-762-5400 PERSONNEL	150132	05/24/2023	17.22	
51-13-13-44-452 Long Distance Expense	Adminstration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	308-762-5400 PERSONNEL 2	150132	05/24/2023	1.16	
51-13-13-47-727 Errors, Omissions Liability	Adminstration Intern	Personnel	Personnel		
GREGORY'S INSURANCE (FNIC)	EMPLOYMENT PRACTICES LIABILI	1669307	04/01/2023	2,882.00	
51-13-13-47-727 Errors, Omissions Liability	Adminstration Intern	Personnel	Personnel		
GREGORY'S INSURANCE (FNIC)	EMPLOYEE BENEFITS	1669307	04/01/2023	95.00	
Total Personnel:				3,010.38	

GL Account and Title / Vendor Name	Segment Fund Description	Segment Under Dept	Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
Total Personnel:					3,010.38	
51-14-14-43-311 City Attorney Retainer	Adminstration Intern	Legal		Legal		
SIMMONS OLSEN LAW FIRM, P.C.	RETAINER		806558	05/31/2023	5,800.00	
51-14-14-43-311 City Attorney Retainer	Adminstration Intern	Legal		Legal		
SIMMONS OLSEN LAW FIRM, P.C.	DISBURSEMENTS		806558	05/31/2023	353.70	
51-14-14-43-315 City Prosecutor	Adminstration Intern	Legal		Legal		
SIMMONS OLSEN LAW FIRM, P.C.	2023 PROSECUTIONS		806560	05/31/2023	591.34	
Total Legal:					6,745.04	
51-14-16-47-721 Commercial Property Ins	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	COMMERCIAL PROPERTY		1669309	04/01/2023	51,724.00	
51-14-16-47-722 General Liability	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	GENERAL LIABILITY		1669307	04/01/2023	16,795.00	
51-14-16-47-723 Boiler and Machinery	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	BOILER & MACHINERY		1669308	04/01/2023	15,878.00	
51-14-16-47-724 Vehicle Liability	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	BUSINESS AUTO		1669306	04/01/2023	25,309.00	
51-14-16-47-726 Inland Marine	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	INLAND MARINE		1669311	04/01/2023	4,395.00	
51-14-16-47-727 Errors, Omissions Liability	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	PROFESSIONAL LIABILITY		1669307	04/01/2023	6,715.00	
51-14-16-47-728 Crime Liability	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	CRIME		1669309	04/01/2023	256.00	
51-14-16-47-729 Umbrella Liability	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	UMBRELLA LIABILITY		1669310	04/01/2023	12,926.00	
51-14-16-47-732 Workers Compensation Adj	Adminstration Intern	Risk Management		Legal		
GREGORY'S INSURANCE (FNIC)	WORKERS COMPENSATION		1669305	04/01/2023	78,394.00	
51-14-16-47-735 Claim Deductibles, Dividends	Adminstration Intern	Risk Management		Legal		
KOOZER CONSTRUCTION	REPAIRING DAMAGES FROM BROK		150149	04/23/2023	5,500.00	
Total Risk Management:					217,892.00	
Total Legal:					224,637.04	
51-17-17-43-335 Other Technical Services	Adminstration Intern	MIS		Technology		
BYTES COMPUTER	MONTHLY BILLING		CW35746	06/01/2023	7,474.28	
51-17-17-44-451 Telephone Line Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS		150132	05/24/2023	5.74	
51-17-17-44-452 Long Distance Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS 2		150132	05/24/2023	.23	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-1387 INTERNET		150132	05/24/2023	50.00	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-4955 INTERNET		150132	05/24/2023	62.00	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS 3		150132	05/24/2023	500.00	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
ALLO COMMUNICATIONS LLC	308-762-2384 INTERNET		150132	05/24/2023	55.00	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
MOBIUS COMMUNICATIONS CO.	012-762-9048		150164	06/01/2023	40.00	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
TELECOM WEST INC	WIRELESS INTERNET - MUNI BLDG		1510212JUNE	06/02/2023	49.95	
51-17-17-44-457 Internet Operating Expense	Adminstration Intern	MIS		Technology		
TELECOM WEST INC	WIRELESS INTERNET - LANDFILL		1510211JUNE	06/02/2023	80.50	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
51-17-17-44-457 Internet Operating Expense	Adminstration Intern MIS		Technology		
TELECOM WEST INC	WIRELESS INTERNET - LANDFILL	281595MAY	05/02/2023	80.50	
Total MIS:				8,398.20	
Total Technology:				8,398.20	
51-21-21-44-431 Legal, Public Notices	Adminstration Intern Accounting		Finance		
ALLIANCE TIMES HERALD	CITY CLAIMS	150144	05/24/2023	51.13	
51-21-21-44-451 Telephone Line Expense	Adminstration Intern Accounting		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING	150132	05/24/2023	63.06	
51-21-21-44-452 Long Distance Expense	Adminstration Intern Accounting		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING 2	150132	05/24/2023	11.16	
51-21-21-44-456 Cellular Telephone Expense	Adminstration Intern Accounting		Finance		
FIRSTNET	CELL PHONE FINANCE	287306230913	06/03/2023	46.29	
51-21-21-47-710 Bank Fee	Adminstration Intern Accounting		Finance		
NE DEPT OF REVENUE - SALES	INTEREST ON RETURNED TAXES J	CARHENGE 5/	06/12/2023	.01	
51-21-21-47-710 Bank Fee	Adminstration Intern Accounting		Finance		
NE DEPT OF REVENUE - SALES	INTEREST ON RETURNED TAXES J	MAY-23	06/12/2023	191.34	
51-21-21-47-710 Bank Fee	Adminstration Intern Accounting		Finance		
NE DEPT OF REVENUE - SALES	INTEREST ON RETURNED TAXES J	GOLF 5/23	06/12/2023	.11	
Total Accounting:				363.10	
Total Finance:				363.10	
Total Adminstration Internal Service:				236,408.72	
Enterprise Internal Service					
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S	Utility Customer Service	Finance		
POSTMASTER	PO BOX RENEWAL FEE	150136	05/31/2023	332.00	
55-21-23-44-451 Telephone Line Expense	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	150132	05/24/2023	57.33	
55-21-23-44-452 Long Distance Expense	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	150132	05/24/2023	3.02	
55-21-23-44-479 CNTSVC Other	Enterprise Internal S	Utility Customer Service	Finance		
PAYMENT SERVICE NETWORK INC	GATEWAY FEE	277464	06/02/2023	59.95	
Total Utility Customer Service:				452.30	
55-21-24-44-451 Telephone Line Expense	Enterprise Internal S	Meter Reading	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 METER READING	150132	05/24/2023	5.74	
55-21-24-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Enterprise Internal S	Meter Reading	Finance		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715232	06/01/2023	49.22	
Total Meter Reading:				54.96	
Total Finance:				507.26	
55-51-56-43-373 Contract Custodial Services	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
HP CLEANING AND SEWING	CLEANING SERVICES	51123UF	05/11/2023	1,100.00	
55-51-56-43-373 Contract Custodial Services	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
HP CLEANING AND SEWING	CLEANING SERVICES	60523UF	06/05/2023	1,100.00	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
IDEAL LINEN INC	MOPS	11175082	06/06/2023	65.33	
55-51-56-44-451 Telephone Line Expense	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 FAC MAINTANCE	150132	05/24/2023	11.48	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Segment Department / Invoice Date	Net Invoice Amount	Date Paid
55-51-56-44-451 Telephone Line Expense	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1907 UTILITY FACILITY	150132	05/24/2023	206.19	
55-51-56-44-452 Long Distance Expense	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 WAREHOUSE	150132	05/24/2023	.67	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
QUILL CORPORATION	OFFICE SUPPLIES	32634581	05/23/2023	80.98	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
QUILL CORPORATION	OFFICE SUPPLIES	32656217	05/23/2023	27.19	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
QUILL CORPORATION	OFFICE SUPPLIES	32658467	05/24/2023	27.00	
55-51-56-45-534 Safety Commodities	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003635	05/31/2023	62.26	
55-51-56-45-544 Small Tools, Equipment	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
DOLLAR GENERAL-CHARGED SAL	SMALL TOOLS/EQUIP	1001245138	05/02/2023	7.00	
55-51-56-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
WESTCO	PROPANE	153304	06/02/2023	37.50	
55-51-56-45-561 Bldg Maintenance Material	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
CHARTER COMMUNICATIONS	8356 15 100 0175319	017531905222	05/22/2023	7.25	
55-51-56-45-563 Cleaning Supplies	Enterprise Internal S	Warehouse	Utiltiy Superintenden		
IDEAL LINEN INC	CLEANING SUPPLIES	467087	05/19/2023	32.00	
Total Warehouse:				2,764.85	
Total Utiltiy Superintendent:				2,764.85	
Total Enterprise Internal Service:				3,272.11	
Health Care Internal Service					
57-81-81-42-231 Employee Life Insurance	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	EMPLOYEE LIFE INSURANCE	JUN-23	06/01/2023	.00	
57-81-81-42-281 Specific Premium	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	JUN-23	06/01/2023	31,499.78	
57-81-81-42-286 Aggregate Premium	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	TRANSPLANAT COVERAGE	JUN-23	06/01/2023	1,230.84	
57-81-81-42-286 Aggregate Premium	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	AGGREGATE PREMIUM	JUN-23	06/01/2023	1,131.65	
57-81-81-42-288 Employee Insurance Admin	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	EMPLOYEE INSURANCE ADMIN	JUN-23	06/01/2023	2,240.75	
57-81-81-42-289 Vision Premium	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	VISION	JUN-23	06/01/2023	1,258.20	
57-81-81-43-379 Other Contract Operating Svcs	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HAYS PREMIUM	JUN-23	06/01/2023	2,500.00	
Total Health Support:				39,861.22	
Total Personnel:				39,861.22	
Total Health Care Internal Service:				39,861.22	
Grand Totals:				1,745,421.35	

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

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above $0 included.

Paid and unpaid invoices included.

Cemetery Certificate (Survivorship)

Completed By: City of Alliance, P.O. Box D, Alliance, NE 69301

Know All Men By These Presents:

That CITY OF ALLIANCE, a municipal corporation, in Box Butte County and State of Nebraska, for and in consideration of the sum of SEVEN HUNDRED FIFTY and NO/100^{THS} DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

Rolland Gene and Patricia Ann Skinner

the following described real estate, situated in the Alliance Cemetery Fourth Addition, in Box Butte County and State of Nebraska, to-wit:

The West Half (W½) of Lot Nineteen (19), Section One (1), Block Twenty-two (22), according to the recorded plat thereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, for the burial or interment of bodies of deceased persons only; the said purchaser to have only such rights as to the use, improvements and ornamentation of said lot as may be in accordance with the laws of Nebraska, the ordinances of City of Alliance and the rules and regulations passed or adopted from time to time to regulate and govern said Alliance Cemetery, and City of Alliance, the grantor named herein does hereby covenant with the grantees named herein and with their assigns and with the heirs and assign of the survivor of them, that it is lawfully seized of said premises; that they are free from encumbrance, that it has good right and lawful authority to sell the same, and it does hereby covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said City of Alliance a municipal corporation has caused these presents to be signed by its Mayor and attested by its Interim City Clerk and its corporate seal to be affixed hereto all on the 18th day of April, 2023.

CITY OF ALLIANCE, a municipal corporation

By _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

Amendment to
Employment Agreement

This "Amendment" to the Employment Agreement is effective as of June 20, 2023, and is by and between the City of Alliance, Nebraska (the "City") and Seth Sorensen (the "Manager").

Recitals:

I. Manager has served the City as City Manager since his appointment effective June 1, 2021.

II. The City and Manager have executed an Employment Agreement effective June 1, 2021. The Employment Agreement sets forth terms and conditions of Manager's employment and appointment as City Manager.

III. The parties desire to amend the Employment Agreement with this Amendment following an annual review, under the terms and conditions set forth below.

Amendment:

1. Paragraph 3.a of the Employment Agreement is amended to state as follows, effective July 1, 2023:

"a. Manager shall receive a "Salary" during the term of this Agreement equal to $142,080 per year. The compensation shall be paid in by-monthly installments according to the City's regular payroll schedule, and shall be paid according to the City's normal and customary payroll practices. The parties agree this amount is a salary or wage for employment, that it is a gross income figure, and that customary payroll taxes or deductions shall be made by the City. If this Agreement commences or is terminated during the middle of any payroll period, the payment for that period shall be prorated and paid to the date of Agreement commencement or termination. The Salary may be adjusted by mutual agreement of the parties."

Except as specifically stated in this Amendment, all other terms of the Employment Agreement shall remain in full force and effect.

City of Alliance, Nebraska

_____

Earl Jones, Mayor

Seth Sorensen

_____

RESOLUTION NO. 23-45

WHEREAS, The City of Alliance is the owner of the property located at 212 Yellowstone Avenue, Alliance, Nebraska; and

WHEREAS, Staff is recommending that the City of Alliance approve the updated Lease Agreement with the Aging Office of Western Nebraska for the term ending June 30, 2024, which Lease Agreement will replace the form of the agreement approved by Council on June 6, 2023 (which was the incorrect version); and

WHEREAS, The Aging Office of Western Nebraska will be using the property for its Nutrition Program serving meals to persons 60 years of age and older.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, to approve the updated Lease Agreement between the City of Alliance and the Aging Office of Western Nebraska for the property located at 212 Yellowstone Avenue, Alliance, Nebraska.

PASSED AND APPROVED this 20th day of June, 2023.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Office, Legal Counsel

AGREEMENT

This Agreement is made the 1st day of July 2023 by and between the AGING OFFICE OF WESTERN NEBRASKA NUTRITION PROJECT, hereinafter designated as the "Project", and the City Of ALLIANCE, ALLIANCE NE, 69301, hereinafter designated as the "Site".

1. The Project will have the use of the Site for the purpose of serving meals to persons 60 and over for five days of each week generally Monday through Friday with weekend exceptions for weather, holidays, etc. between the hours of 7:00 AM and 2:00 PM.

2. Staff for the Project shall be provided by the Project, either on the Project's own accord or by separate agreement with the City of Alliance, Nebraska.

3. The Site will provide the use of its kitchen, dining, and relevant support areas of the building for use by the Project. If contracted to do so, the parties agreement the Site may provide certain personnel and staffing for the Project according to separate agreements for the same.

4. The Project shall pay $530.00 per month to the Site for utilities.

5. The Site will not make any additional charges to the Project other than the amount herein agreed upon, or unless otherwise agreed by separate agreement for staffing.

6. EQUIPMENT: The Project shall provide and maintain the equipment necessary for the preparation and serving of the Nutrition activity. The large equipment and any additional small equipment including small wares (defined below) needed by the Project to carry out its functions shall remain the property of the Project and is subject to removal from the Site should the Project be discontinued or moved to another location.

   Equipment owned by the Project shall be made available for the use of the Site for Site activities. Pre-notification by the Site to the Project of the intended use of equipment is required to assure non-interference with the work of the Project.

   The Site shall be responsible for the cleaning, maintenance, and repair of Project equipment during the use of such equipment for Site activities beyond the Project Nutrition activity

   - Small wares included dishes, glassware, pots, pans, cookie sheets, silverware, serving utensils, shelving, mixers, blenders, roasters, crock pots, and any other property belonging to the Project.

7. This agreement shall be effective as of July 1, 2023, and shall be in force during the period commencing on the effective date and ending June 30, 2024 and contingent upon availability of funds for the Project.

8. The Project shall keep locked the refrigerators and freezers in the kitchen and pantry areas.

9. In the event of any breach or default by the Project or the Site of the terms and Conditions of this Agreement, the party not in default shall give written notice to the party in default specifying the acts or omissions constituting the alleged default or breach; if within thirty (30) days after issuance of such notice the party in default shall have failed to cure such default, then in that event, the party not in default may terminate this Agreement by ten (10) days written notice to the party in default.

10. The Project assures that it has Blanket Liability Insurance to cover participants and staff of the Project during the period of use by the Project. The Site will provide insurance covering the building. The Project will obtain and keep in full force and effect while operating on the Site a commercial general liability policy with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. The City shall be named an additional insured of such policy and shall be entitled to receive, at its request, a certificate of such insurance coverage from the Project, showing the policy, the limits, and the additional insured designation.

11. Plumbing and Electrical Repairs: Cost for plumbing repairs in the kitchen area of the Site shall be shared according to the following percentage:

    60% of cost by project
    40% of cost paid by site

    The Site shall maintain the electricity system to the outlets. Any additions to the electrical system for the Project Nutrition activity shall be the cost of the Project.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first above written.

FOR THE PROJECT

Cheryl R. Brunz

FOR THE SITE

DONATED BUILDING SPACE

RE: Site known as: CITY OF ALLIANCE
Located at: 212 YELLOWSTONE
ALLIANCE, NE 69301

We, hereby, agree to donate building space, to the Aging Office of Western Nebraska (AOWN), to be used for their Nutritional program per the attached signed Agreement.

Such building space to be furnished to the AOWN at "Non-Cash Rental" known as "In-Kind" under the Program at a dollar value of $53,340.00 annually.

Signed. _____

RESOLUTION NO. 23-46

WHEREAS, The City of Alliance recently entered into a five-year period lease with-T Cattle Company for a 814 acres, more or less, which was restricted to haying only; and

WHEREAS, The 4-T Cattle Company of Alliance, Nebraska lease was terminated for cause before the 2023 haying season, leaving three years on the lease term; and

WHEREAS, City Staff desires to enter into a lease with Josh Frerichs for the remaining three-years of the five year haying term, under the same terms and conditions of the original lease.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to enter into a contract to lease the 814 acres of property to Josh Frerichs for Twenty Thousand Three Hundred Fifty Dollars and no/ 100th ($20,350), for the remaining three-year period effective May 15, 2023 subject to the terms and conditions of the lease that has been prepared.

PASSED AND APPROVED this 20th day of June, 2023.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Office, Legal Counsel

HAY LEASE
TRACT A

This Lease is made on 8th day of June 2023, between the City of Alliance, a Nebraska Political Subdivision, (hereinafter the "Owner") and Josh Frerichs, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following-described real estate (hereinafter the "Real Estate") located in Box Butte County, Nebraska, containing 814 acres more or less:

[See attached Exhibit A &B]

B. The Owner leases the Real Estate to the Tenant according to the terms of this Lease.

C. The Owner makes no representation or warranties regarding the productivity of the land or the continuous and adequate nature of any natural water supply to the Real Estate, and assumes no liability for any condition or defects, visible or not, which may affect the ability to hay or the growth of grass. Owner makes no representations or warranties as to the suitability or safety of any buildings or dwellings on the Real Estate, if use or occupancy of the same is granted by this Lease; Tenant accepts the same "as is."

The Lease:

1. **Term.**

The "Term" of this Lease shall be for three haying seasons, each beginning on May 15 and ending on October 31. The first haying season shall begin on May 15, 2023 and the last haying season shall begin on May 15, 2025. Subject to hay removal as set forth in paragraph 2.D below, the Tenant will yield possession of the Real Estate to the Owner at the end of each haying season and at the expiration of the Term (on November 1, 2025) without further notice and shall have no right to hold over without the express written agreement of the Owner. Except for purposes of making repairs or improvements authorized by the Owner, the Tenant shall be entitled to possession of the Real Estate only during each haying season, provided that possession is not exclusive as set forth below.

2. **Rent.**

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") during each haying season of the Term in the amount of $20,350.00, calculated as follows:

i. [$25.00] per acre X [814] acres = [$20,350.00].

B. Rent for each haying season shall be payable in two equal installments. The first installment of $10,175.00 shall be due and payable on May 15 of each haying season. The second installment of $10,175.00 shall be due and payable on August 1 of the same haying season. Any payment not received when due shall be charged interest daily for each day the payment remains due, at a rate of twelve percent per annum.

C. Rent shall be made in checks payable to the City of Alliance, Nebraska, and sent to the City of Alliance, Attn. Accounting, P.O. Box D, Alliance, NE 69301.

D. The Tenant grants to the Owner a security interest under Article 9 of the Nebraska Uniform Commercial Code, on all hay produced on the Real Estate each haying season. Each haying season, the Owner shall be entitled to maintain possession of all hay produced until all Rent is paid in full for that haying season, as follows: if the first half of Rent is paid on May 15, the Tenant may remove, without the Owner's consent, one-half of all hay produced on the Real Estate during that haying season; for the remaining one-half of all hay produced, the Tenant may not remove any of the hay (and the Owner may deny access to the Real Estate) until all remaining Rent and moving charges (as set forth below) are paid in full by the Tenant. If the hay remains on the Real Estate after November 30 of any year, the Owner shall have the right to exercise its disposition and sale remedies under Article 9 of the Nebraska Uniform Commercial Code.

3. **Disaster Clause.**

In the event of fire damage to the Real Estate not caused by the intentional or negligent act of the Tenant, the parties shall abate and prorate this Lease during any haying season per acre as necessary to the extent of the haying acres burned. In the event the Owner elects to abate the Lease in whole or in part, the Rent paid by the Tenant for that haying season shall be proportionately reduced. All other risks associated with the haying operations shall be at the sole risk of the Tenant, including the event of a drought.

4. **Use of the Real Estate.**

A. The Tenant shall use the Real Estate for agricultural and related purposes only, to consist primarily of the harvesting of hay from grass.

B. The Tenant shall operate on the Real estate with the standard of care customary in the area and shall use accepted farming and agricultural practices in the exercise of good husbandry.

C. Tenant agrees to obey and follow all federal, state, and local laws, rules, statutes, regulations, and ordinances affecting this Lease

D. Duties and Obligations of the Airfield:

i. Tennant and all of Tenant's agents entering the Real Estate through this Lease shall complete airfield training annually as required by the Owner.

ii. Tenant agrees to follow all gate-locking procedures established by the Owner, and Tenant shall not allow access to any other party without proper training and the Owner's express permission. Upon entry and exit of the Real Estate, Tenant shall affirmatively close the gate or wait until the gate is closed before proceeding into the Real Estate, in order to protect against unauthorized entry of the airfield.

iii. Tenant agrees not to drive across or access any runway or taxiway unless following the Owner's maintenance personnel. All equipment of the Tenant shall be equipped with a beacon as instructed by the Owner.

iv. Immediately upon baling or stacking hay, the Tenant shall remove the bales or stacks from the vicinity of runways and taxiways, to an area directed by the Owner's Airport Director. Storing or stacking bales in locations not authorized by the Airport Director is prohibited. In the event the Tenant fails to remove hay from the vicinity of runways and taxiways immediately or fails to store and stack hay in locations directed, the Owner may remove or move the hay as needed, and shall charge the Tenant for the Owner's costs of moving such hay.

5. **Tenant's Agreements.**

A. The Tenant shall:

i. Operate the Real Estate consistent with accepted haying practices in the area and the exercise of good husbandry. Except as otherwise provided for in this Lease, the Tenant shall furnish all labor, equipment, and expenses in connection with the Tenant's operations.

ii. Keep in good repair all grasses, waterways, terraces, open ditches, and inlets and outlets or tile drains, if any, located on the Real Estate.

iii. Yield possession of the Real Estate to the Owner after each haying season at the expiration of this Lease without further notice.

B. The Tenant shall not:

i. Construct any new roads or trails.

ii. Commit waste, whether voluntary or permissive, or otherwise damage to the Real Estate, and use due care to prevent others from doing so; normal wear and depreciation from causes beyond the Tenant's control excepted.

iii. Break or plow any of the Real Estate.

iv. Remove or move the exterior boundary fence.

v. Remove or move the fences protecting runways, taxiways, roads and the airport facility; all of which fences are property of the Owner which includes the boundary fence.

vi. Sublease, assign, mortgage, or hypothecate this Lease, the Real Estate, or any part thereof.

vii. On the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner and fail use the Real Estate in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

viii. Hunt or permit hunting on the Real Estate. Both parties understand that the Owner may have an agreement with the Nebraska Game & Parks Commission to allow hunting on the Real Estate.

ix. Use the Real Estate for any purpose that materially violates any law, statute, regulation, ordinances, or governmental rule.

6. **Maintenance and Improvements.**

A. The Tenant has examined the Real Estate and accepts it in its present condition. The Tenant agrees that the Owner shall not be required to make any improvements or repairs whatsoever in or upon the Real Estate except as agreed in this Lease or between the Owner and the Tenant in writing.

B. The Tenant may, at the Tenant's sole cost and expense and with the Owner's prior written approval, make such changes, alterations, or improvements as may be necessary to fit the Real Estate for Tenant's use.

7. **Insurance.**

The Tenant shall carry a liability insurance policy providing limits of $1,000,000 and premises medical liability providing limits of $5,000, each naming the Owner as an additional insured. The Tenant agrees to indemnify and hold the Owner harmless for any damage that may be caused to the Owner by the Tenant, or the Tenant's agents or employees. The Tenant shall deliver a certificate of insurance to the Owner evidencing this insurance, and shall keep the same in full force and effect throughout the Term of this Lease.

8. **Owner's Rights.**

A. Possession of the Real Estate is not exclusive. Tenant is only haying those portions of the Real Estate that are made available for haying, for the sole purpose of haying. The Owner reserves the right for themselves, their agents, employees, or assigns to enter the Real Estate at any reasonable time for purposes of:

i. Consultation with the Tenant;

ii. Making repairs, improvements, and inspections or enter any buildings;

iii. Developing or exploring for mineral resources; and

iv. After the haying season, conducting customary seasonal work, none of which is to interfere with the Tenant in carrying out regular operations.

v. Controlling prairie dogs based on methods and time frames approved by the United States Department of Agriculture – Animal and Plant Health Inspection Service – Animal Damage Control. The Tenant shall notify the Owner of any active prairie dogs holes as they notice them.

vi. Airfield operations, including the landing, takeoff, and taxiing of aircraft, and airfield maintenance operations.

B. Further, the Owner reserves the following rights:

i. The right to mow and maintain the ground adjacent to all facilities (i.e. roads, utility lines, runways, taxiways, lights, navigational aids, etc.).

ii. The right to reduce the total number of acres herein leased as it may need for roads, navigation, communications, aviation facilities, sewage facilities, trash facilities, water facilities, or for any other public purpose, and he right to reduce the total, number of acres herein leased as it may need for industrial development, commercial development, mineral development, or residential development. Should the total acreage be reduced, the rental thereafter shall be reduced pro rata on a per acre basis.

iii. The right to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Tenant, and without interference or hindrance.

iv. 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 Tenant from erecting, or permitting to be erected, any improvement on the airport which in the opinion of the Owner would limit the usefulness of the airport or constitute a hazard to aircraft.

v. For the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Real Estate, together with the right to cause such noise inherent in the operation of aircraft for navigation of or flight in the air, and for using said airspace or landing at, taking off from, or operating on or about, the airport.

vi. During time of war or national emergency, the right to enter into an agreement with the United States Government for military or naval use of paragraph or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport, up to and including the Real Estate and improvements. If any such agreement is executed, the provisions of this lease shall be terminated yet the damages hereunder shall not be due.

vii. If any assurance or reservation of any right must be enforced and if such enforcement prevents the Tenant from conducting its normal operations for an unreasonable period of time, the Tenant may terminate this agreement upon six (6) months' notice.

9. **Indemnity.**

The Tenant shall indemnify and save the Owner harmless against any claim or demand arising by reason of the Tenant's occupancy or use of the Real Estate, against any damage arising out of any negligent act or omission of the Tenant or employees of the Tenant or persons upon the Real Estate by reason of Tenant's occupancy or use thereof, and against any damage arising out of any escape of Tenant's livestock, and against any loss or expense incurred in recovering possession of the Real Estate from the Tenant, including attorney's fees.

10. **Notices.**

Any notices which are required hereunder, or which either the Owner or the Tenant may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Tenant at 11783 US Highway 30, Sidney, Nebraska, 69162, or addressed to Owner at Alliance Municipal Airport, attn: Airport Director, P.O. Box D, Alliance, Nebraska, 69301. A change of address will be given as any other notice.

11. **Default.**

A. In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Real Estate on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Real Estate or any part thereof for the account of the Tenant.

B. Each of the following is deemed an event of default under this Lease:

i. Failure of the Tenant to pay the Rent due under this Lease within ten (10) days of due date thereof, with or without notice that such payment is due.

ii. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

iii. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Real Estate, or the levy of any writ of execution upon the Real Estate.

12. **Miscellaneous.**

A. In entering into this Lease, the Owner is relying upon the Tenant's financial status and experience. Accordingly, this Lease shall not be assigned or subleased without the written consent of the Owner. The Owner shall have the right to sell or otherwise transfer the Real Estate, so long as the transfer is subject to the provisions of this Lease.

B. This Lease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Lease shall relieve any party of its obligations under this Lease.

C. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

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

E. This Lease shall be construed according to the laws of Nebraska.

F. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[Signature Page Follows]

Owner, City of Alliance

By: _____
Seth Sorensen, City Manager

Tenant(s), Josh Frerichs

_____
Josh Frerichs

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on June 8, 2023 by Seth Sorensen, City Manager for the City of Alliance.

GENERAL NOTARY - State of Nebraska
CARLA MAYHEW
My Comm. Exp. September 21, 2025

_____
Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on June 8, 2023 by Josh Frerichs.

GENERAL NOTARY - State of Nebraska
CARLA MAYHEW
My Comm. Exp. September 21, 2025

_____
Notary Public

Tenant's Address:

11783 US Highway 30
Sidney, NE 69162

Tenant's Phone Number:

308-249-4055

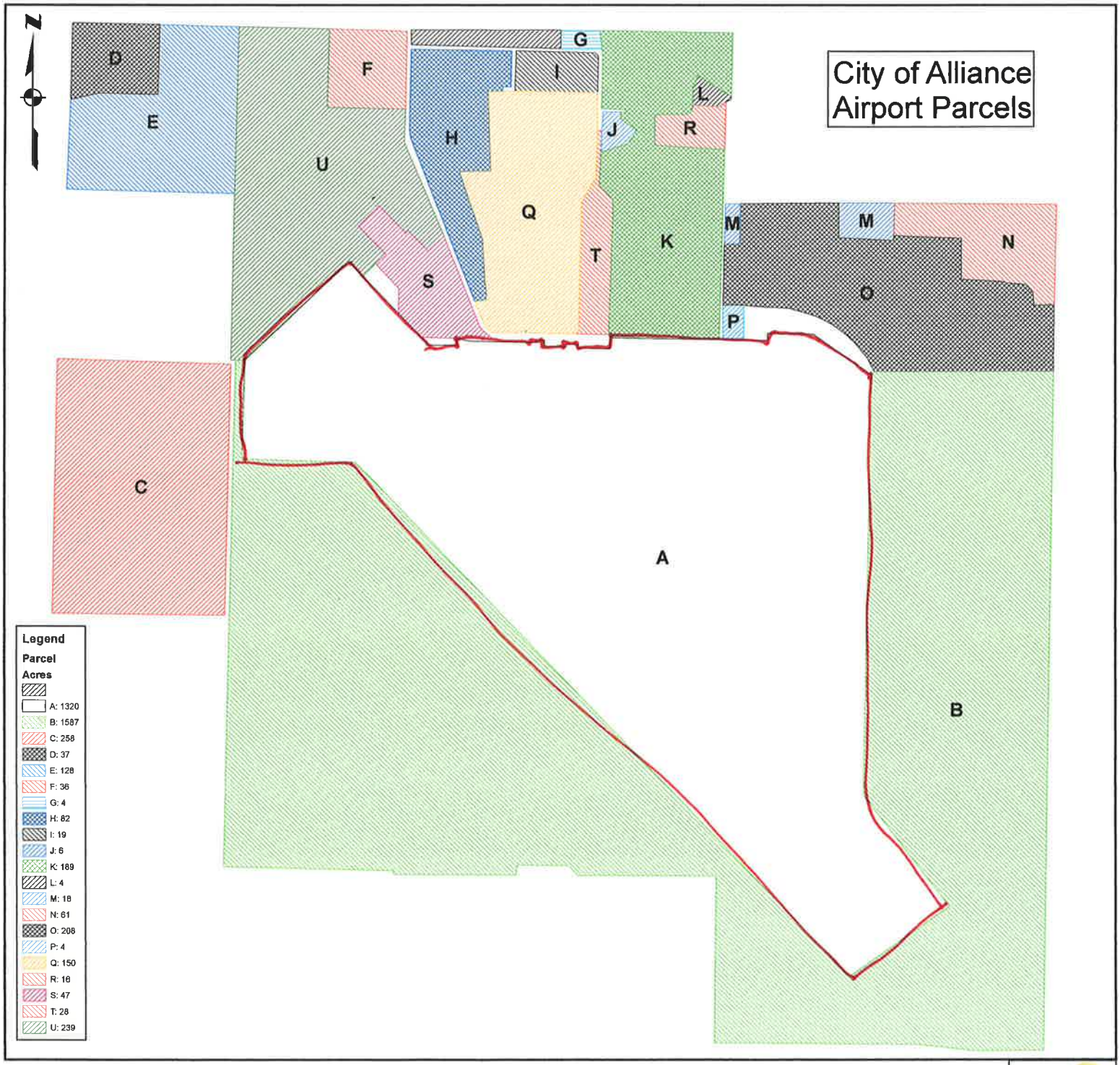

City of Alliance
Airport Parcels
N
A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
Legend
Parcel
Acres
A: 1320
B: 1587
C: 258
D: 37
E: 128
F: 36
G: 4
H: 82
I: 19
J: 6
K: 189
L: 4
M: 18
N: 61
O: 208
P: 4
Q: 150
R: 16
S: 47
T: 28
U: 239
0 600 1,200 2,400 3,600 4,800 Feet
1 inch = 766 feet
Alliance Nebraska

Exhibit A

TRACT A

That portion of Sections 17, 18, 19, and 20, Township 24 North, Range 47 West of the 6th P.M., and that portion of Sections 12 and 13, Township 24 North, Range 48 West of the 6th P.M., in Box Butte County, Nebraska, which is within the boundaries of the security fence surrounding the landing area of the airport, except those portions of said real estate that are covered by runways, taxiways, aprons, buildings, and other airport facilities including lighting and navigation systems. This tract contains 814 acres, more or less.

A. SAFETY AREA DIMENSIONS

The safety areas at Alliance Municipal Airport are turf. Safety area dimensions at Alliance Municipal Airport as of August 1999 are as follows:

RY 08/26	250 feet from the centerline and 500 feet off each end.
RY 12/30	250 feet from the centerline and 1000 feet off each end.
TWYs	50 feet from the centerline.
RY 17/35	250 feet from the centerline and 500 feet off each end.

Narrative
June 20, 2023

Alliance Nebraska

RESOLUTION – UPDATE AGREEMENT WITH NDOT FOR TRIPMASTER DISPATCHING SOFTWARE FOR PUBLIC TRANSIT

TripMaster by CTS Software

NDOT has requested an updated agreement to reflect the correct amounts paid to purchase TripMaster Software. The software and tablets have already been purchased and being used since November 2022. The price we are requesting to be 100% reimbursed is $48,388.71.

RECOMMENDATION: APPROVE UPDATED AGREEMENT FOR TRIPMASTER DISPATCHING SOFTWARE, TO SUBMIT TO NDOT FOR THE 100% REIMBURSEMENT OF $48,388.71.

RESOLUTION NO. 23-47

WHEREAS, The City of Alliance desires to enter into an updated Agreement with the Nebraska Department of Transportation for the upgrade to the City's Public Transit dispatch system; and

WHEREAS, The technology start-up costs of $48,389 are eligible for 100% reimbursement from the Nebraska Department of Transportation; and

WHEREAS, The annual maintenance and support costs of $9,390 may be reimbursed at 90% according to Nebraska Department of Transportation standards; and

WHEREAS, City Council believes that entering into an Agreement with the Nebraska Department of Transportation for the reimbursement of upgrades to the current public transit dispatch system is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance enter into an Agreement with the Nebraska Department of Transportation for the upgrade to the City's Public Transit dispatch system.

BE IT FURTHER RESOLVED that the budget transfer in the amount of $32,000 from GL#2 3-72-71-41-111 – Regular Employee Salaries to GL# 23-72-71-59-950 – Capital Outlay-Machine, Equipment is authorized to complete the initial upgrade.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Agreement on behalf of the City of Alliance.

PASSED AND APPROVED this 20th day of June, 2023.

_____
Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Office, Legal Counsel

AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Alliance, hereinafter referred to as "Contractor", is for the purpose of providing funding of Contractor's technology start-up costs.

WHEREAS, the Federal Transit Act, permits the Federal Transit Administration, hereinafter FTA, to carry out public transportation projects for public transportation in areas other than urbanized areas, and

WHEREAS, Contractor wishes to provide transportation services in areas other than urbanized areas, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Department wishes to assist the Contractor by providing federal funds available under 49 U.S.C. Section 5311 CARES for technology start-up costs. Federal funding for the project under this agreement includes pass-through monies from the Federal Transit Administration and are subject to the U.S. Office of Management and Budget, Code of Federal Regulations, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Department and Contractor agree as follows:

1. SCOPE OF PROJECT. "Project" shall mean the purchase and deployment of Department approved, transit related software. The Contractor shall undertake and complete the Project as described in its application, herewith incorporated by reference, and in accordance with the terms and conditions of the Agreement.

2. FEDERAL AWARD IDENTIFICATION. The Department hereby identifies to the Contractor the following provisions of the Federal Funds, as authorized in Section 3:

(i) Sub-recipient name (as registered in SAM.gov) **City of Alliance**
(ii) Sub-recipient's Unique Entity ID (UEI) number **NZD2C87K4288**
(iii) Federal Award Identification Number (FAIN) **NE-2020-013-01**
(iv) Federal Award Date **June 17, 2020**
(v) Subaward Period of Performance **June 17, 2020-Septemer 30, 2023 The Agreement's start date is the execution of signatures of both parties and the end date is the satisfactory completion of the technology start up.**
(vi) Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient; **$48,389**
(vii) Total amount of the Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation. **$48,389**
(viii) Total amount of the Federal Award committed to the subrecipient by the pass-through entity - **$48,389**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT Sec. 5311 CARES Act for vans, operating, Admin, Intercity Bus & Equipment**
(x) Name of Federal awarding agency **U.S. Department of Transportation, Federal**

Transit Administration, grantee **Nebraska Department of Transportation** and contact information for awarding official **Mark Bechtel, Supervisor,** mark.bechtel@dot.gov

(xi) Catalog of Federal Domestic Assistance (CFDA) number and Name **20.509 Formula Grants for Rural Areas** and dollar amount **$27,108,904**

(xii) Identification of whether the award is research and development **No**

(xiii) Indirect cost rate for the Federal award **N/A**

3. FUNDING. The Federal funding share of the costs of this Project shall not exceed **$48,389** or 100% of the eligible costs whichever is smaller. The Contractor shall undertake and complete the Project as described herein.

4. ADMINISTRATION OF PROJECT. The Department shall be the State agency responsible for administering the Project.

5. FINANCIAL MANAGEMENT. The Project funds referred to in this Agreement are subject to the grants management requirements of the Federal Transit Administration Circular FTA C 5010.1E, Rev.2, July 16, 2018, and specifically, the Financial Management provisions contained in Chapter VI.

6. TITLE TO PROJECT EQUIPMENT. Title to project equipment shall be in the name of the Contractor.

7. USE OF PROJECT EQUIPMENT. The Contractor agrees the project equipment shall be used for the purpose of providing transportation service. The Contractor shall maintain the Project equipment at a high level of repair, cleanliness, safety and soundness. The Department and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

If the Project equipment is not used in this manner or is withdrawn from transportation service at any time, the Contractor shall immediately notify the Department. Such Project equipment will then be disposed of in a manner determined by the Department.

The Contractor shall keep satisfactory records with regard to the use of the property and submit to the Department upon request, such information as is required in order to assure compliance with this Section. The Contractor shall notify the Department and receive its prior approval before using Project equipment in a manner different from that described in the project documents.

8. MISUSED OR DAMAGED PROPERTY. If any damage to Project equipment results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project equipment to its original condition or refund the value of the Federal interest in the damaged portion of the project facility, as the FTA may require.

9. INSURANCE. The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect the Project equipment for the life of the equipment.

10. CHANGES TO CONTRACT. The Contractor may make adjustments to the work and services to be performed under this Agreement only after consultation with and approval in Agreement or to the total project cost is deemed necessary or desirable, the change shall be made by supplemental agreement.

12. DISPUTES. The Department will, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement among or between the parties of the contract.

13. SUCCESSORS AND ASSIGNS. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement, shall be binding upon the Department and the Contractor and their successors and assigns.

14. CLAIMS. The Contractor agrees to indemnify, save and hold harmless the Department, its agents and employees, from any and all claims, demands, actions or causes of action of whatever nature arising out of or by reason of the work to be performed hereunder by the Contractor, and further agrees to defend at its own cost any action or proceeding commenced against the Department for the purpose of asserting any such claim as a result of action taken hereunder by the Contractor.

The Contractor further states and agrees that it is acting as an independent contractor, that its employees and agents shall not be considered employees of the Department, and that any and all claims that may or might arise under the Nebraska Worker's Compensation Act on behalf of said employees or agents while engaged in any of the work or services to be rendered under this agreement shall not be the obligation or responsibility of the Department.

15. RECORDS. The Contractor shall keep and maintain satisfactory records throughout the period of contract performance. The Contractor will retain said records for a period of three (3) years after the completion of the Project. The Contractor shall submit to the Department and FTA, upon request, such information as is required in order to assure compliance with this paragraph.

16. REPORTS. The Contractor shall advise the Department regarding the progress of the Project at such times and in such a manner as the Department may require, including but not limited to meetings and monthly reports.

17. FINANCIAL AUDITS OR REVIEWS. Financial audits or reviews performed by the Contractor shall be conducted in accordance with the applicable audit or review principles, standards and guidance.

18. PAYMENT. Payments shall be made for costs incurred within the scope of this Agreement. The Contractor shall submit invoices, and such invoices, or supplements thereto, shall be the basis of payment. The invoices shall be signed by a responsible representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to audit by duly authorized representatives of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

19. INSPECTIONS. The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all facilities engaged by the Contractor as part of the

Project and all relevant Project data and records. The Contractor shall also permit the above-named persons access to view records and accounts of the Contractor pertaining to the Project.

20. TERMINATION.

(a) Without Cause. The Contractor may, with the concurrence of the Department, terminate the Project and cancel this Agreement.

(b) For Cause. The Department may, without liability, by written notice to the Contractor, terminate the project and cancel this Agreement for any of the following reasons:

(1) The Contractor discontinues providing the transportation services as agreed;

(2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;

(3) The Commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;

(4) The Contractor shall be in default under any provision of this Agreement;

(5) The Contractor fails to provide sufficient matching funds as defined in its project application.

21. MEMBERS OF/OR DELEGATES TO CONGRESS. No member of/or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

22. PROHIBITED INTEREST. No member, officer, or employees of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

23. NO OBLIGATION BY THE FEDERAL GOVERNMENT. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

24. FEDERAL CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE. The Contractor will comply with all the requirements identified in the attached current Federal Certifications and Assurances for FTA Assistance, hereby made a part of this agreement as Exhibit A

25. FTA MASTER AGREEMENT. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between the Department and FTA. As this agreement meets the criteria of an FTA-Assisted third-party contract, the following sections of the current Master Agreement are identified by reference.

Contractor's failure to so comply shall constitute a material breach of this Agreement. The link to the Master Agreement is https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf

26. PUBLICATION PROVISIONS. Papers, interim reports, forms or other material which are a part of the work to be performed under this Agreement will not be copyrighted without written approval of the Department and FTA. The Department and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Governmental purposes. Either party to the Agreement or the FTA may initiate a request for publication of final or interim reports or other portions thereof.

The parties of this Agreement reserve the right to review and approve prior to publication, any papers, reports, forms or other material which are a part of the work to be performed under this Agreement.

Publication by either party shall give credit to the other party and to FTA unless upon failure of agreement on any report of the study, FTA or either of the contracting parties requests that its credit acknowledgement be omitted and then the following statement shall be added:

> "The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Department, Contractor, or the FTA. This report does not constitute a standard, specification or regulation."

Either party which in response to a specific request makes known results of the work under contract herein contemplated shall notify the other party at the time of release. After publication of reports, the Contractor, Department and FTA are free to use the data and results without restriction.

27. SUBCONTRACT PROVISIONS. The Contractor shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement.

28. STATEMENT OF FINANCIAL ASSISTANCE. The Contractor shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement.

> "This Agreement is subject to a financial assistance contract between the State of Nebraska and the U.S. Department of Transportation."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by Subrecipient on: _____

City of Alliance

By _____ _____
(Printed or Typed Name) (Signature)

Title _____

EXECUTED by State on: _____

NEBRASKA DEPARTMENT OF
TRANSPORTATION
Jodi Gibson, Manager

_____
Local Assistance Division

ATTACHMENT "A"
Special Section 5333(b)
Warranty for Application to the Small Urban and Rural Program

A. General Application

The Public Body (State of Nebraska, Department of Transportation) agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of 5311 funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreements applicable to such employees which are then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number of classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)[1], the Public Body will assure as a condition of the release of funds that the Recipient Agrees to be bound by the terms and conditions of the National (Model)[3] Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the

provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under the 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended].

For purposes of this warranty arrangement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model 5333(b) Agreement, executed July 23, 1975 are to be omitted.

ATTACHMENT "B"
Provisions of the National (Model) Agreement for Incorporation in the Special Warranty

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and check-off arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. * Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided.

* As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.

If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for

service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced

employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement: Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a

change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him or which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or replacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or replacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects; for the traveling expenses for himself and members of his immediate family, and for his own actual wage loss during the time necessary for such

transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him at his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other questions in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: One (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in

this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7 (b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date of which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6)

months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, publicly or privately owned, which undertakes the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Worker's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and interested union representatives of the employees involved for purpose of adequate replacement under paragraph 13 (c) of this Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

Narrative
June 20, 2023

Alliance Nebraska

RESOLUTION – BUDGET TRANSFER – Well 2 Control Panel

Due to an unforeseen control panel failure of Well 2 at the wellfield, the Water/Sewer Department is requesting a budget transfer in the total amount of $20,000 from the Capital Outlay account # 08-52-52-59-950 to the CTNSVC account #08-52-52-44-479 to cover replacement costs.

RECOMMENDATION: Approve Budget Transfer to allow replacement of Well 2 control panel.

RESOLUTION NO. 23-49

WHEREAS, The City of Alliance operates the Water and Sewer System within the City Limits;

WHEREAS, The Water and Sewer System is a vital function of the City of Alliance; and

WHEREAS, The VFD Control Panel on Well 2 had an unforeseen failure and needs replaced; and

WHEREAS, A capital budget transfer in the amount of $20,000 Capital Outlay to CTNSVC is necessary to cover the replacement cost.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, authorizes a capital budget transfer in the amount of, $20,000 from Capital #08-52-52-59-950 to CTNSVC #08-52-52-44-479 to cover the replacement cost of the VFD Control Panel on Well 2.

PASSED AND APPROVED this 20th day of June, 2023.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Office, Legal Counsel

CITY OF ALLIANCE
Budget Transfer

☐ Operating ☑ Capital

Reason for Transfer/ Resolution No.:
VFD for ~~well 6~~ well 2 @ millfield

Account Name	Account Number	Amount of Transfer (Hundreds of Dollars)	Amended Budget
From Account (s):			
CAPITAL OUTLAY	08-52-52-59-950	-$20,000	$380,000.00
To Account (s):			
CTNSVC	08-52-52-44-479	$20,000	$136,300.00

Requested by [signature] **Date** June 8, 2023

Approved by Council on _____

If transfer amount is under $ 2,500, submitted to Finance Director for approval.
If transfer amount is $ 2,500 and over, submitted to City Manager for approval.

Cindy Becker
City Treasurer

[signature]
City Manager

INTERNAL USE

Date Transfer Completed _____

Transfer Completed By _____

Reference#

Revised 6/24/2013

Alliance
Nebraska ®

Building the Best Hometown in America ®

PROCLAMATION

WHEREAS, we are here today to express special recognition to Terry Jensen and to honor him for his faithful thirty-year career with the City of Alliance Streets Department; and,

WHEREAS, Terry began his career with the City of Alliance on May 18, 1992 as a Street Maintenance Worker for the City of Alliance; and,

WHEREAS, the City of Alliance recognizes the valuable contributions that Terry has made while working with the Streets Department; and,

WHEREAS, the citizens of the City of Alliance, wish to honor and thank Terry Jensen for his 31 years of service to the Streets Department; and,

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

Saturday, June 24, 2023 as:

Terry Jensen Day

in the City of Alliance, Nebraska, and we urge all citizens to join me in honoring Terry Jensen by expressing appreciation for his commitment 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 20th day of June in the year of the Lord Two Thousand Twenty-Three.

Earl Jones, Mayor

Narrative
June 20, 2023

Alliance ®
Nebraska

RESOLUTION – CITY OF ALLIANCE COMPREHENSIVE PLAN

The State of Nebraska requires that cities and counties have an up to date Comprehensive Plan (Plan) or general plan for their communities in order to enforce its building, subdivision, and zoning codes. Plans may also be necessary for certain grant opportunities and the ability to utilize and administer economic development tools. The Plan is meant as a general guide for the City for the next 15-30 years. It is meant to guide capital purchasing, land use, transportation, housing, public works projects, etc. so that large scale decisions are not capricious or self-serving of elected officials, city staff, administrators, and members of the public. The proposed Plan was prepared for the Planning Commission in the fall and winter months which staff did not view as an ideal time to take new pictures for the Plan. Pictures will be updated as staff has the opportunity to do so throughout the summer months.

Chapter 1 - Foundation - This chapter begins the Comprehensive Plan with a brief history of Alliance followed by a summary of what a Comprehensive Plan is. It includes the minimum legal requirements set by the State of Nebraska for a Comprehensive Plan and the process by which this Plan was written. It lists the contents of the Comprehensive Plan by chapter and then shows the results of a community survey. The survey shows citizens priorities as they relate to the City as well as some personal information about the respondent such as pay and home owner status. These survey results have remained similar to those of previous Plans and the assessment in the 1990 Urban Design Plan for Alliance.

Chapter 2 – Public Facilities - This chapter begins with an assessment and recommendations for City buildings. This is followed by the same assessment for City parks and finally utilities. Each facility begins with a brief history followed by its current status, and recommendations for future improvements. This was prepared with aid from each facilities' advocate and previous Plan recommendations.

Chapter 3 – Transportation – This chapter begins with an assessment of the existing conditions of the City transportation system including its physical condition and an operational analysis. It introduces Complete Streets to the City Comprehensive Plan for the first time looking at streets using a more holistic approach in how the street right of way is used by multiple forms of transportation. Finally it provides a long range plan and recommendations for future improvements and maintenance projects.

Chapter 4 – Housing – Chapter 4 is an assessment of housing trends nationally and the current housing conditions in Alliance. It contains statistical information gathered from the U.S. Census Bureau as it relates to housing, wages, and affordability, and compares them with other communities in our area and the State of Nebraska. It provides recommendations for future housing needs in Alliance and references the 2020 Box Butte County Housing Study as an additional guide.

Chapter 5 – Land Use – The Land Use Chapter begins with a brief introduction of the importance of coherent land use management, a description of the different types of land use, and how much of the total City area each land use occupies. The chapter then breaks the City down in to neighborhoods and assesses each neighborhoods strengths, weaknesses, land uses, and makes general recommendations for the long term goals of each neighborhood. This Plan treats the Extraterritorial Zoning Jurisdiction, the area outside corporate limits that Cities are permitted to enforce their building and zoning codes, as its own individual neighborhood. Finally there is an annexation plan with details of each proposed area and a description of the different priority rankings.

Narrative
June 20, 2023

Alliance ® Nebraska

Chapter 6 – Sustainability – Chapter 6 finishes the Plan with a brief introduction of how the Plan defines and addresses sustainability. The first is a comparison of measurable indicators of Alliance now versus Alliance in the past. These include census data showing certain cultural, environmental, and economic indicators such as population, homeownership rates, income, commute times, etc. The second is an assessment of the appearance and aesthetics of Alliance. The entrances to the community and other main arterials are mapped, assessed, and general recommendations are made for each. The third and final part is an energy component that assesses current energy utilities, past use trends, comparisons with previous usage, and what future usage may look like.

The City of Alliance Planning Commission held Public Hearings for the proposed Comprehensive Plan on February 14, March 14, April 11, and May 9, 2023. The Planning Commission voted to recommend the City Council approve the proposed Comprehensive Plan, after making the following findings of fact:

1. An up to date Comprehensive Plan is required by State Law to enforce the City subdivision, zoning, and building codes.
2. The proposed Comprehensive Plan has been prepared in accordance with State requirements.
3. The current Comprehensive Plan was prepared in 2009 using 2000 Census Data making it essentially 23 years old.
4. The completion of the goals in the proposed Comprehensive Plan are in the best interest of the City and its future.

STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE RESOLUTION ADOPTING THE PROPOPSED COMPREHENSIVE PLAN OF THE CITY OF ALLIANCE.

RESOLUTION NO. 23-50

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

WHEREAS, the City of Alliance, Nebraska has a current Comprehensive Plan dated the Winter of 2009, pursuant to Neb. Rev. Stat. §§ 19-901, 19-903. The City has proposed and received a completely updated "Alliance Comprehensive Plan," attached hereto and incorporated herein by reference as Exhibit A.

WHEREAS, the Alliance Planning Commission, following public hearings, has reviewed and provided a recommendation for the adoption of the Alliance Comprehensive Plan as written, pursuant to Neb. Rev. Stat. § 19-901; and

WHEREAS, the City Council of the City of Alliance, Nebraska, following public hearing, has reviewed the Alliance Comprehensive Plan and is in favor of its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Alliance, Nebraska that the current Comprehensive Plan of the City of Alliance, Nebraska, dated the Winter of 2009, is repealed and the Alliance Comprehensive Plan attached hereto and incorporated herein by reference as Exhibit A is the adopted as the comprehensive plan of the City of Alliance, Nebraska, pursuant to Neb. Rev. Stat. §§ 19-901, 19-903, effective June 28, 2023.

PASSED and APPROVED on June 20, 2023.

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

Foundation

Alliance Introduced

History
The founding of Alliance was primarily due to the expansion of the Grand Island and Central Wyoming Railroad. Westward expansion brought homesteaders seeking free land and businessmen looking to establish their name and earn their fortune in the new towns that sprung up along the railroad.

The land where Alliance is located was originally a portion of Dawes County. In 1886, consistent growth in "Box Butte Country" and the difficulty of passing through the Pine Ridge to travel to the County Seat of Chadron, led residents of the southern half of Dawes County to petition for the creation of a new county. Box Butte County was established in 1887. The County contained several villages but it lacked a railroad to get local products to larger markets. Nonpareil was selected as the first seat of Box Butte County because of its central location. Nonpareils future was short lived as the railroad located its tracks 4 miles to the east as it expanded through Box Butte County. The town ceased to exist within a year after losing the county seat to Hemingford in a special election.

The original town of Alliance was platted by the Lincoln Land Company, a subsidiary of the Burlington and Missouri River Railroad, in March 1888. Alliance was located a half mile west from the small town of Grand Lake which existed near the intersection of 3rd and Potash. Grand Lake consisted of tents and a few small frame buildings.

When the railroad built a small section house west of Grand Lake, the residents moved their tents and buildings across the creek to Alliance. Alliance was selected as a division point where shops would be constructed for the maintenance of rail equipment and the changing of train crews. Alliance also became the location of a large stockyards because of its location adjacent to the cattle producing Sandhills.

During the County Seat relocation from Nonpareil, Hemingford was narrowly selected over Alliance after the railroad intervened to sway people in Alliance to vote for Hemingford. At this point in time, the railroad was in the city building business and wanted two viable communities to sell land and provide services to, as opposed to only one. Alliance already had the railroad shops and commerce, and selecting Hemingford as the County Seat was the railroads strategy to promote additional development in Box Butte County.

Following a long legal battle and additional elections, Alliance ultimately prevailed and the Box Butte County Courthouse was transported by rail from Hemingford to Alliance arriving July 4, 1899. The engineering skills of E.W. Bell, a bridge supervisor with the Chicago, Burlington, and Quincy Railroad made this feat possible. Descriptions of the event were published in Harper's Magazine and Scientific America.

The offer of 160 acres of free land to Civil War Veterans encouraged many settlers to locate in the Box Butte Country. The Kincaid Act, approved by Congress in 1904, allowed a claim of 640 acres of land, which further encouraged settlers to locate in the arid Sandhills.

Alliance became a center for homesteaders and ranchers as well as a distribution hub for shipping grain and cattle to Omaha and other markets. The Nebraska Stock Growers Association was organized in Alliance in 1889. The Western Office of the Cattleman's Association remains in Alliance today.

Three disastrous fires between 1891 and 1893 destroyed most of the business district along Box Butte and Third Street prompting the City to construct a water system, organize a volunteer fire department, and adopt a building code. A City ordinance was passed requiring new buildings in the "fire district" to be constructed of fireproof material, which led to the establishment of two local brickyards.

The first permanent school building was constructed in Alliance in 1890 and the first City Hall was constructed in 1903. St. Joseph's Hospital was constructed in 1910 which replaced two smaller hospitals that were owned by local doctors. During this same time, a sanitary sewer system was constructed and in 1911, the City purchased the Alliance Electric Light Company. A Carnegie Library was constructed in 1912 after a multi-year fundraising project to pay for the City's half and future maintenance.

The First World War created a demand for domestically produced potash. Exploitation of deposits near Antioch and Hoffland, fifteen miles east of Alliance, resulted in additional growth of all three communities. This boom, however, ended in 1920, leaving Antioch and Hoffland ghost towns. Many of the houses in Alliance were moved from Antioch and Hoffland in the early 1920s after the boom went bust.

In the 1920's, the Nebraska Potato Growers organized and made Alliance "The Potato Center of Nebraska." The High School newspaper reflects this history and is still called "The Spud."

In 1921, Alliance became the first city in Nebraska to adopt the Council-Manager form of government. It remained the only city in the State to use this form of government until 1947.

During the depression era, the City constructed a new municipal building, improved Central Park with a swimming pool and fountain, constructed a new water tower, and built a new power plant. The expansion of the power plant, along with Alliance's central location played a role in the city's next phase of growth. The extra electrical generation capacity influenced the military to choose Alliance as the location of an Airborne Troop Training facility during World War II.

The Alliance Air Base was established in 1942 at the location of the present municipal airport. Alliance's population increased dramatically during this time period as construction workers and troops relocated to the community. A housing complex, known as "Chimney Town", was constructed to house dependents of military personnel. These housing units are now known as Sandhills Estates.

The 1950s and 1960's brought physical growth to Alliance albeit with a shrinking population. The City continued to plat new residential subdivisions and develop new infrastructure. It also paved several streets that had been dedicated but never developed. The City invested in its sewer and water infrastructure by constructing new trunk mains around the perimeter of the City in anticipation of future growth.

The nation's need for low sulfur coal and the location of new industries in Alliance spurred population growth. Burlington Northern Railroad expanded their facilities in Alliance in the 1970's. The railroad's expansion program included a new facility for locomotive and rail car

repair, materials storage, an oil warehouse, a new yard office, a new division headquarters office building, and rail yard expansions.

In 1977, two additional businesses related to the railroad located in Alliance. Southwest Electric Power Company and the Rail Car Maintenance Corporation both built rail car repair facilities east of the City. The establishment of industries such as Woolrich, Inc. and the Parker-Hannifin were major additions to the Alliance economy. Since the boom of the late 1970s, the City has seen multiple boom and bust cycles related to the railroad.

Additional growth in Alliance since the railroad boom has primarily been focused on smaller industrial development and agribusiness. A new industrial park east of town and expansion of farmer's co-ops as well as a grain loading facility have been major sources of growth for Alliance.

Additional economic opportunities may present themselves to the City as the Heartland Expressway is constructed through the Nebraska Panhandle. This four lane expressway is planned to stretch from the United States southern border with Mexico to its northern border with Canada.

What is a Comprehensive Plan?
A comprehensive plan, also known as a master or general plan, is a document that establishes a vision for future community growth, development, and redevelopment. Comprehensive plans are general, anticipatory, forward thinking, and long-range in nature. The life span of a comprehensive plan is typically a period of 20 to 30 years depending on the rate of growth.

An effective Plan provides guidance on future land use decisions such as rezones, annexations, code changes, and subdivisions, but it also serves as a check on municipal expenditures by ensuring capital purchases are utilized for achieving the goals in the Plan.

Each component of the Plan provides a brief history of the topic, a current assessment, and generic goals and guidance for the life of the Plan.

The Plan itself may be thought of as a large-scale view of the community. It shows the entire community but not in the same detail that a smaller scale view does. The Plan identifies areas where a smaller scale approach will be necessary to achieve the City's goals. The small-scale approach may also be called "strategic planning."

This is a 2-5 year plan where budgets, drawings, and documents are prepared to target a specific project that helps accomplish the overall vision of the community as laid out in the Comprehensive Plan. In short, a Comprehensive Plan is not a Strategic Plan.

Legal Aspects of Comprehensive Planning
The Nebraska State Legislature requires any community or county that desires to enforce zoning and/or subdivision regulations to adopt a Comprehensive Plan. This requirement is based on the premise that land use decisions and capital purchases should not be arbitrary or capricious but are instead consistent with the community's vision and goals in the Plan.

Comprehensive Plans must contain both graphic and textual material, and designed to accommodate anticipated long-range future growth including, at a minimum, the following components:

1. A land use element which designates the proposed general distribution, general location, and extent of the uses of land for agriculture, housing, commerce, industry, recreation, education, public buildings and lands, and other categories of public and private use of land;

2. The general location, character, and extent of existing and proposed major roads, streets, and highways, and air and other transportation routes and facilities;

3. The general location, type, capacity, and area served of present and projected or needed community facilities including recreation facilities, schools, libraries, other public buildings, and public utilities and services;

4. An energy element which: Assesses energy infrastructure and energy use by sector, including residential, commercial, and industrial sectors; evaluates utilization of renewable energy sources; and promotes energy conservation measures that benefit the community;

5. Identify sanitary and other improvement districts, subdivisions, industrial tracts, commercial tracts, and other discrete developed areas which are or in the future may be appropriate subjects for annexation and a general review of the standards and qualifications that should be met to enable the municipality to undertake annexation of such areas.

Planning Process
Preparation of the Comprehensive Plan was undertaken by the City Planning Commission and City staff. Data collection was obtained from a variety of sources such as the U.S. Census Bureau, previous Comprehensive Plans, public participation surveys, and City staff.

The Comprehensive Plan contains the following components:

1. Introduction
   a. History of Alliance
   b. What is a Comprehensive Plan?
   c. Legal Aspects of Comprehensive Planning
   d. Plan Development Process

2. Public Facilities
   a. Buildings
   b. City Parks
   c. Schools

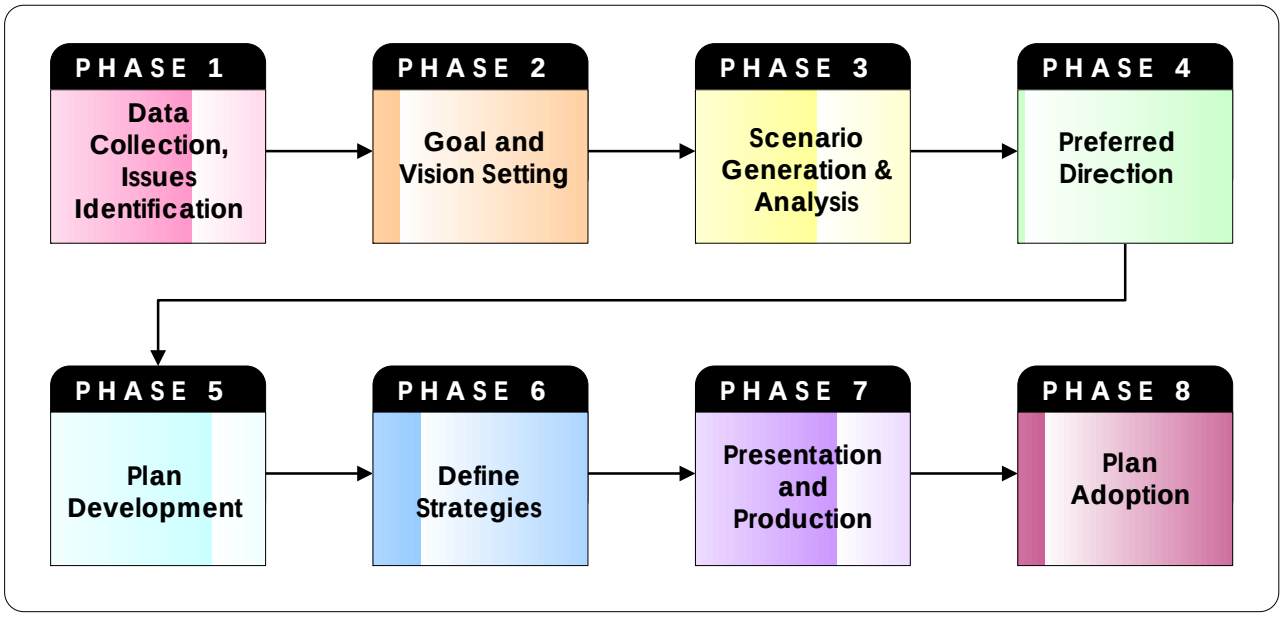
3. Transportation
   a. Introduction
   b. Definitions
   c. Existing Conditions
   d. Access Management
   e. Maintenance
   f. Complete Streets
   g. Transportation Model
   h. Long Range Plan

4. Housing
   a. Introduction
   b. Housing Assessment
   c. Census Tract Assessment
   d. Housing Goals

5. Land Use
   a. Introduction
   b. Background
   c. Land Use Inventory
   d. Neighborhoods
   e. Extraterritorial Zoning Jurisdiction
   f. Annexation Plan

6. Sustainability
   a. Community Assessment
   b. Community Aesthetics
   c. Energy Component

Alliance Planning Process



F.1

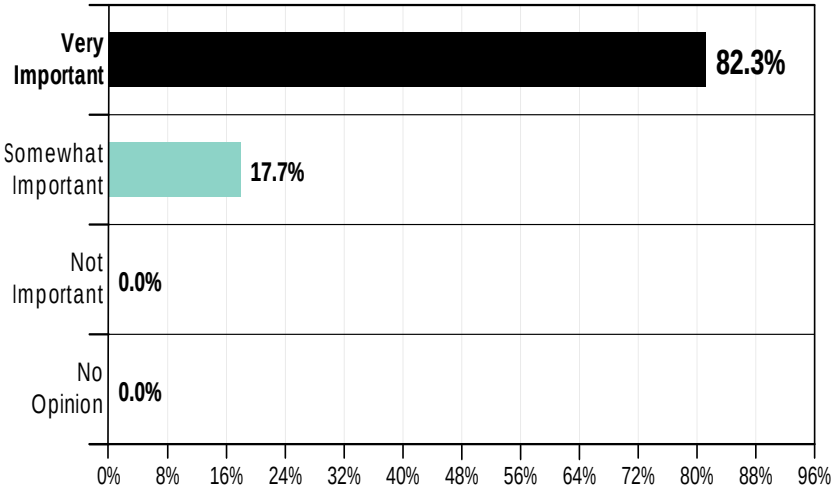
Alliance Community Survey

The Alliance Community Survey is carried over from the previous Comprehensive Plan. Survey results have remained the same or similar to results in Plans drafted over the last 40 years as well as the urban design study done in 1990. The survey was administered through the Comprehensive Plan project web site and readily available to all Alliance citizens. Ultimately, 157 Alliance citizens responded to the survey. The intent of the Community Survey is to provide all Alliance residents an opportunity to provide meaningful input to the Comprehensive Plan. While the survey lacks statistical validity, the results provide significant insight into citizen's perceptions about city services, community parks, housing issues, land use, and economic development among other items. Survey results are used to monitor community progress, develop recommendations, and guide the Planning Commission and city staff in planning for the future of Alliance.

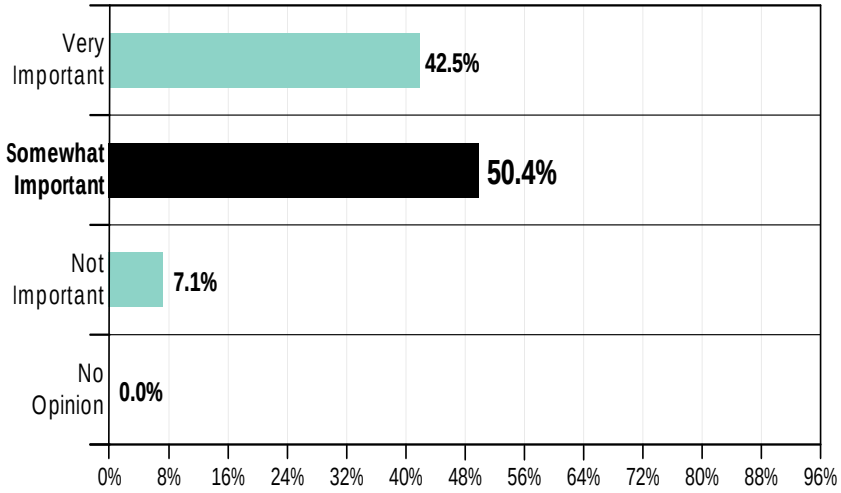
The graphical survey results are color coded as shown below to reflect the following elements:

- Quality of Life (Foundation)
- Public Facilities and Services
- Housing
- Land Use
- Community Appearance
- Demographic Information

Please indicate the importance of STREET REPAIR to your quality of life.

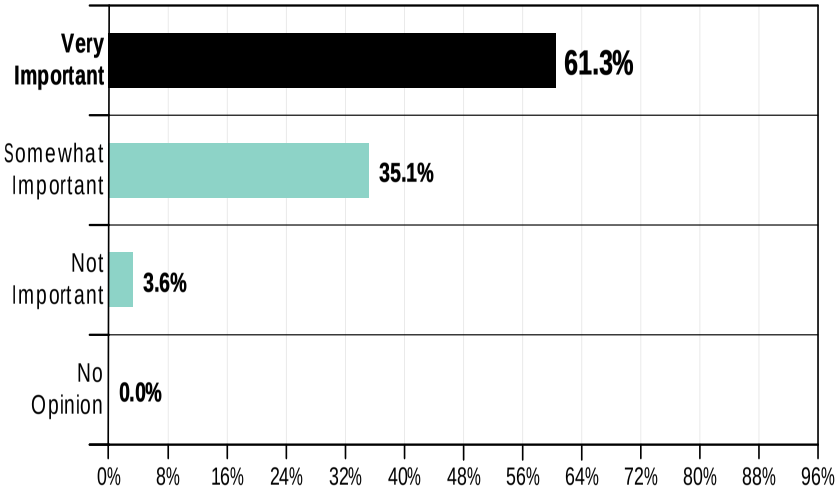


Please indicate the importance of STREET CLEANING to your quality of life.

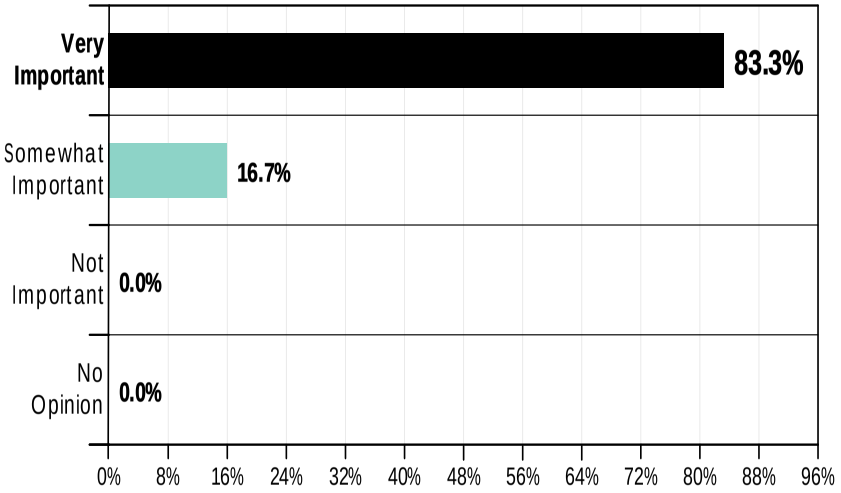


Alliance Community Survey

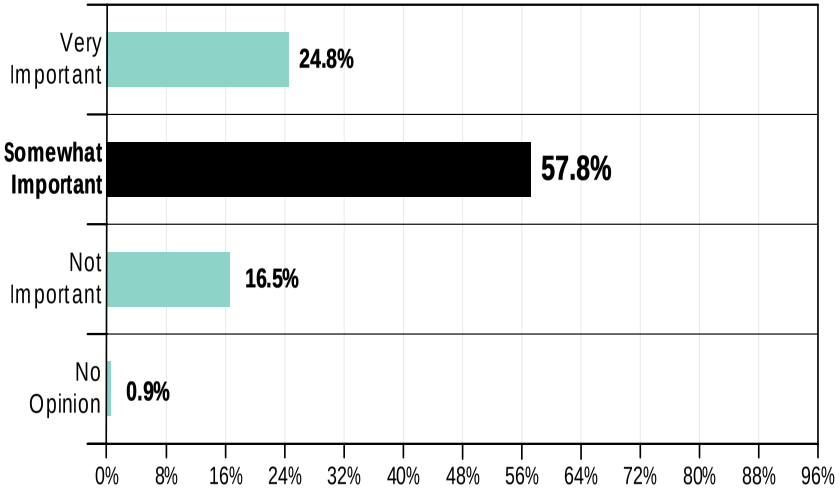
Please indicate the importance of STREET LIGHTING to your quality of life.



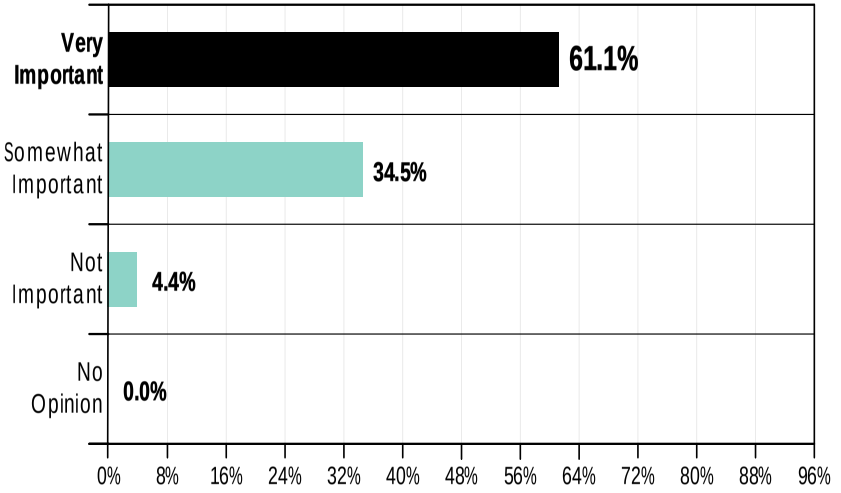
Please indicate the importance of SNOW REMOVAL to your quality of life.



Please indicate the importance of CURBS ON STREETS to your quality of life.

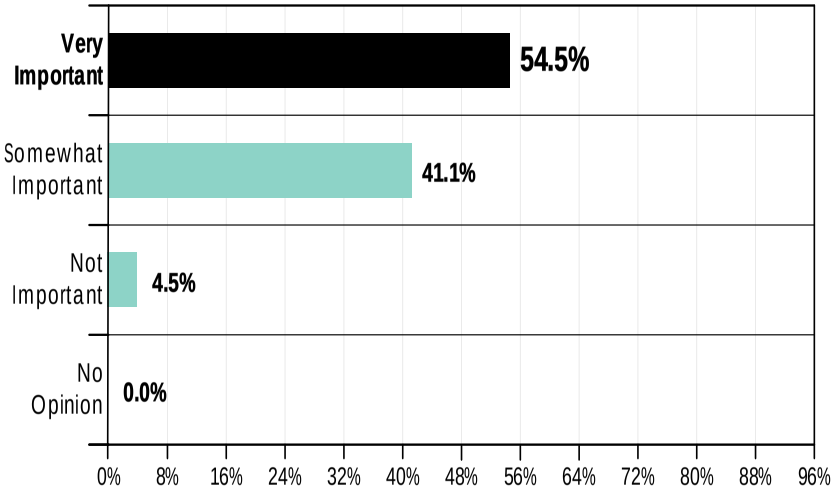


Please indicate the importance of STREET IMPROVEMENTS to your quality of life.

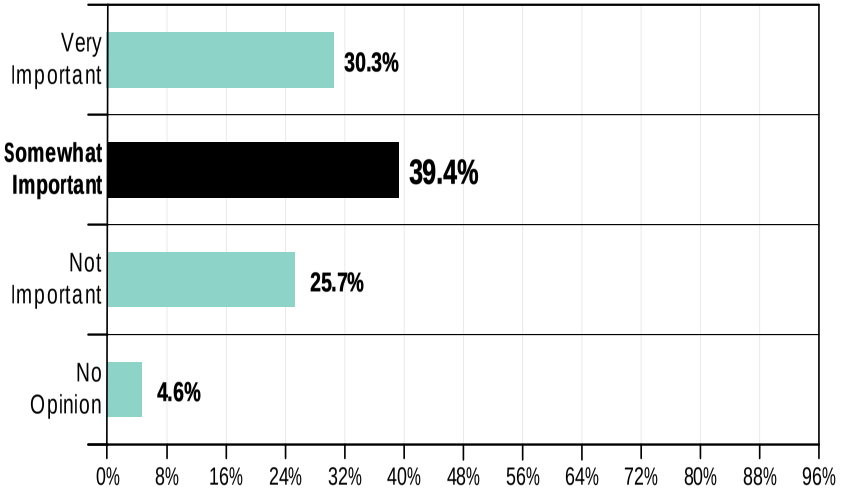


Alliance Community Survey

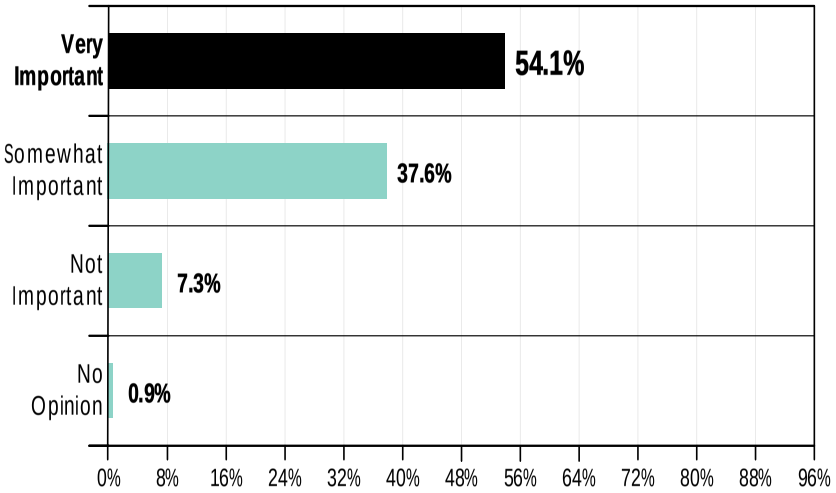
Please indicate the importance of EASE OF TRAVEL (CAR) to your quality of life.



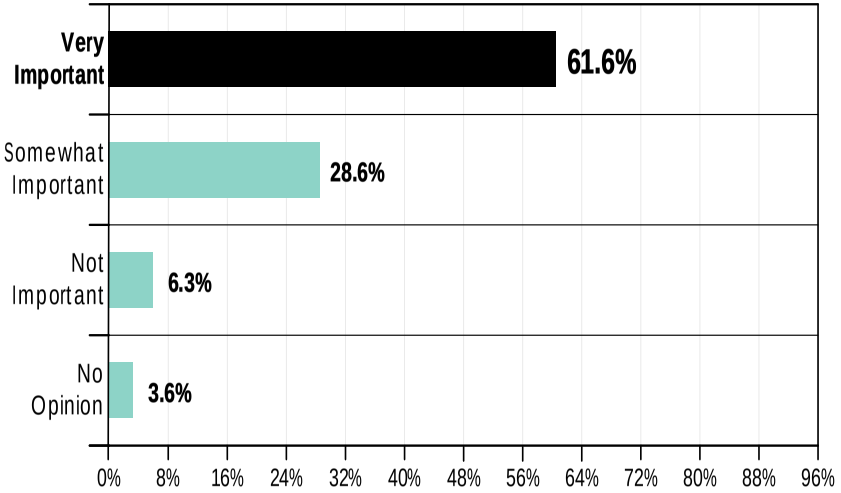
Please indicate the importance of EASE OF TRAVEL (Bicycle) to your quality of life.



Please indicate the importance of EASE OF PEDESTRIAN TRAVEL to your quality of life.

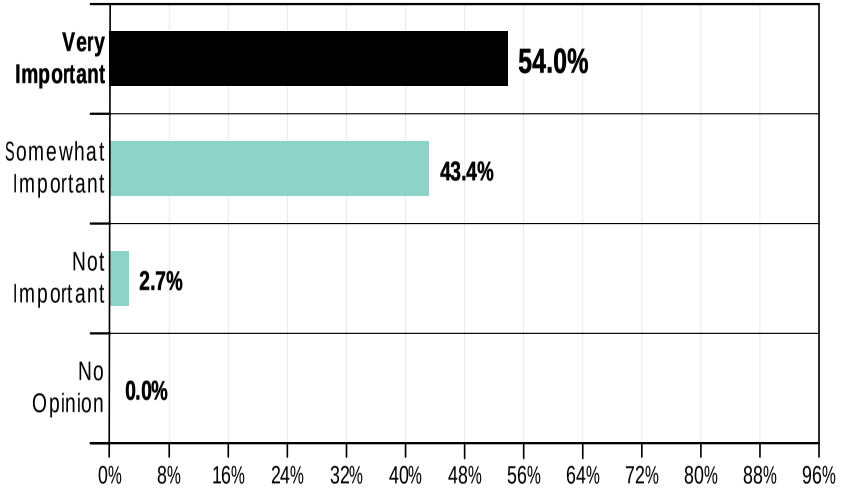


Please indicate the importance of POLICE TRAFFIC ENFORCEMENT to your quality of life.

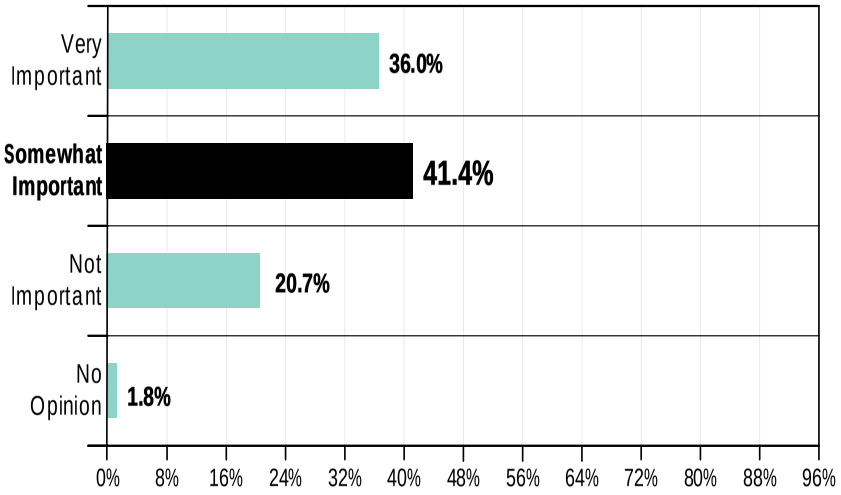


Alliance Community Survey

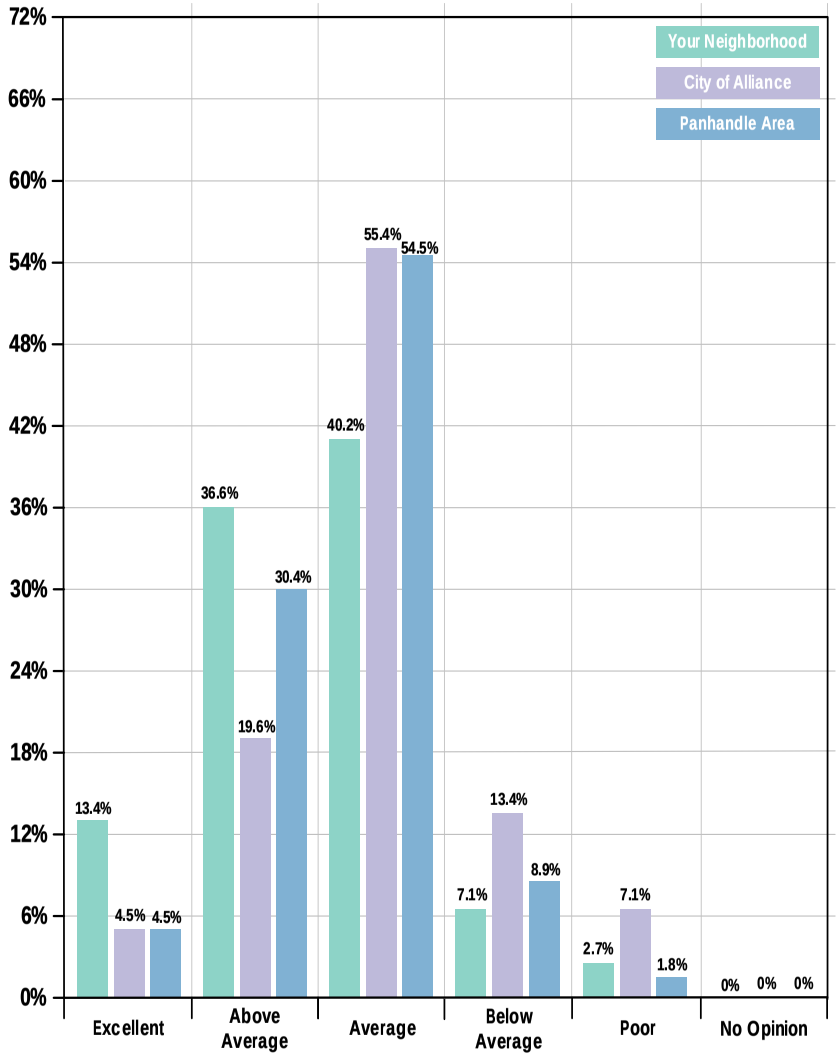
Please indicate the importance of PARKS IN THE CITY to your quality of life.



Please indicate the importance of OPEN SPACE IN THE CITY to your quality of life.

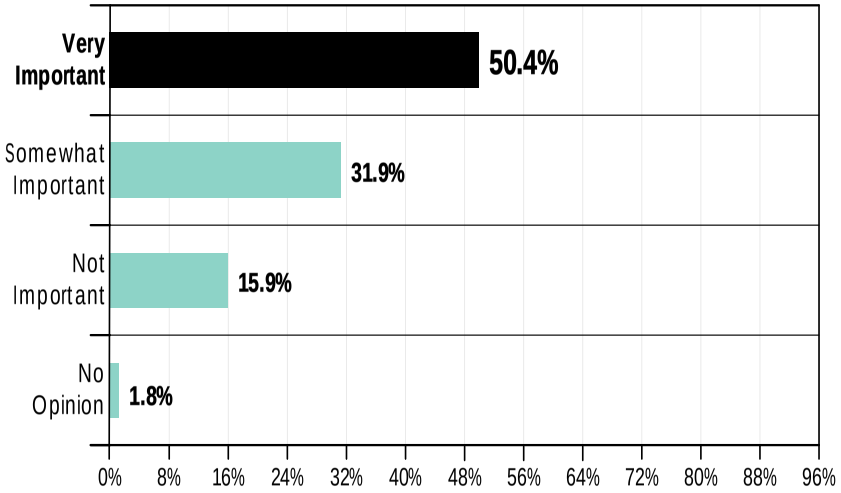


Rate of the QUALITY OF LIFE of each place.

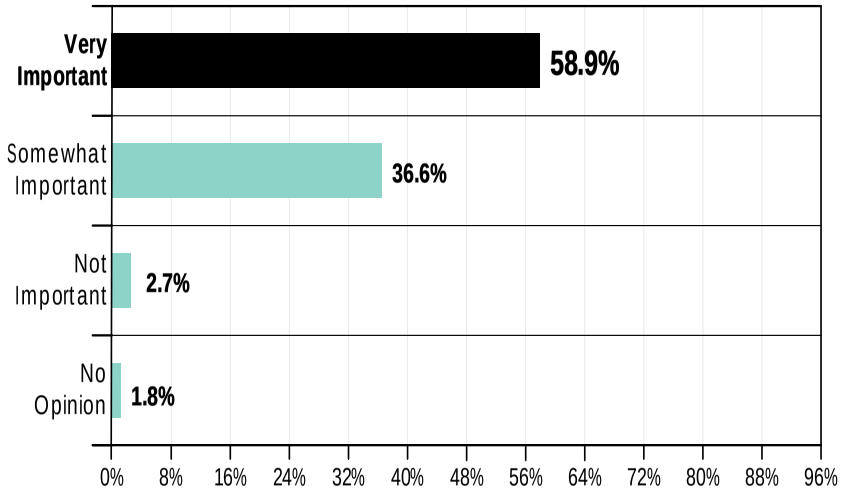


Alliance Community Survey

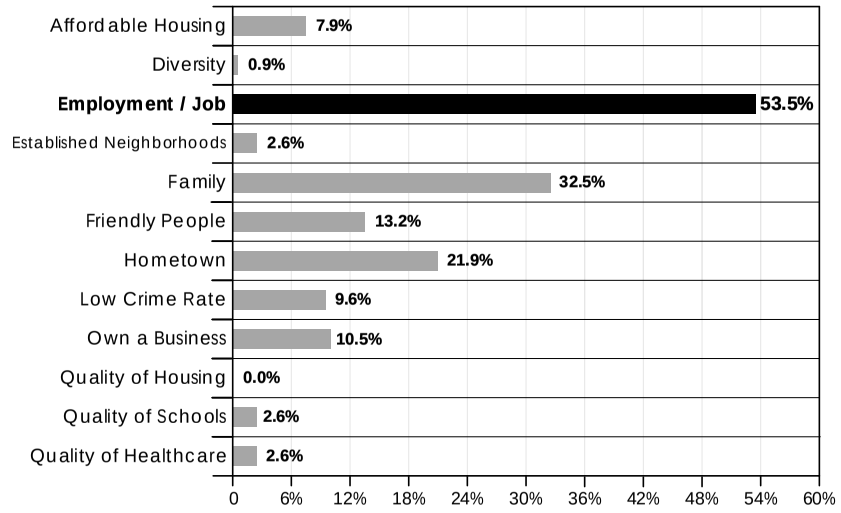
Please indicate the importance of ALLIANCE PUBLIC LIBRARY to your quality of life.



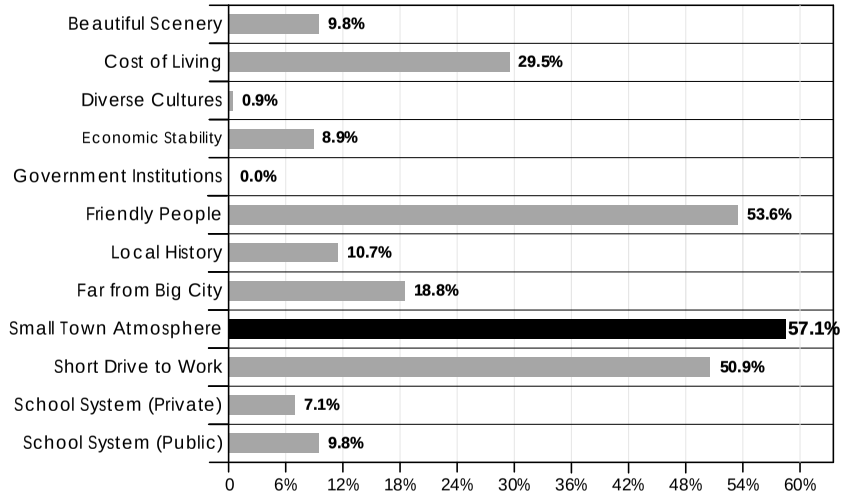
Please indicate the importance of TRASH COLLECTION to your quality of life.



What is the PRIMARY reason why you choose to live in Alliance?

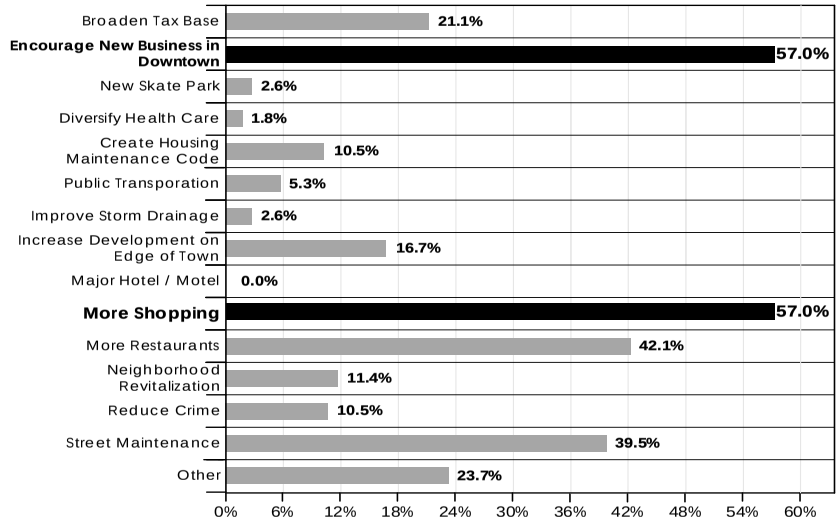


What three things do you like MOST about living in Alliance?

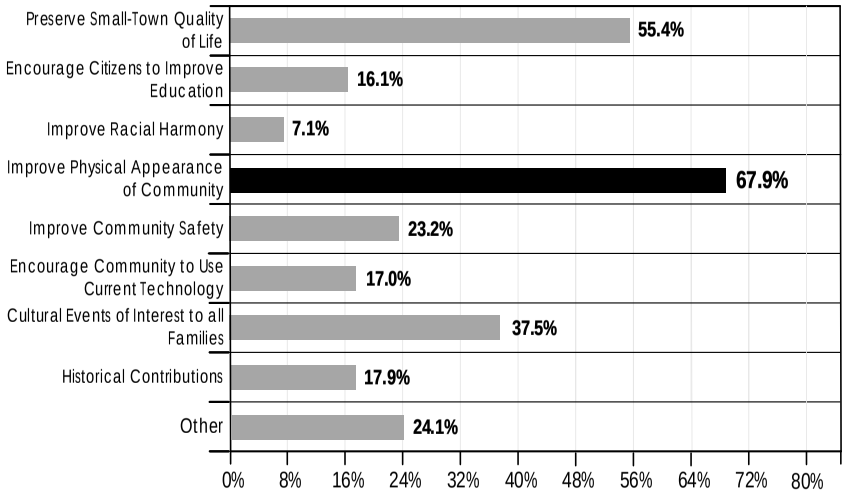


Alliance Community Survey

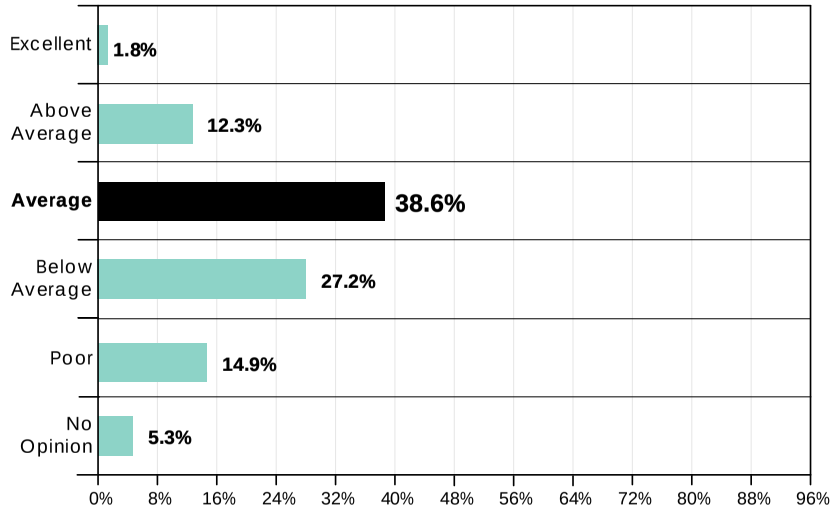
What are three major IMPROVEMENTS that Alliance should work on?



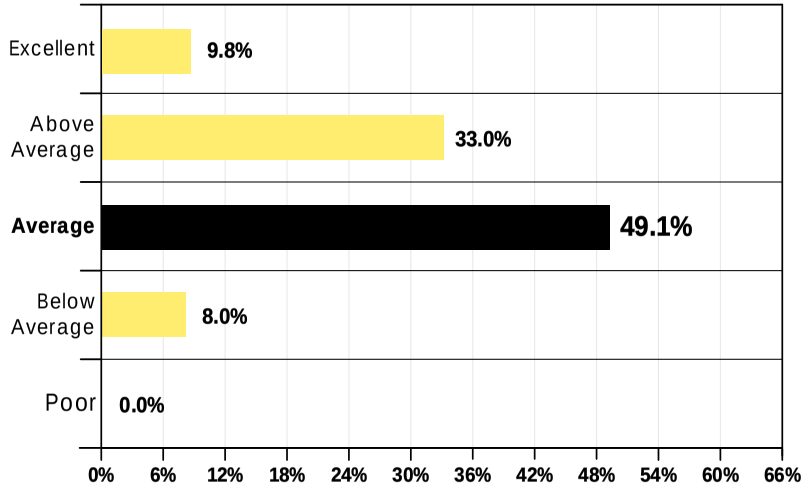
What three characteristics should Alliance include in its future vision?



How do NON-RESIDENTS perceive the Alliance community?

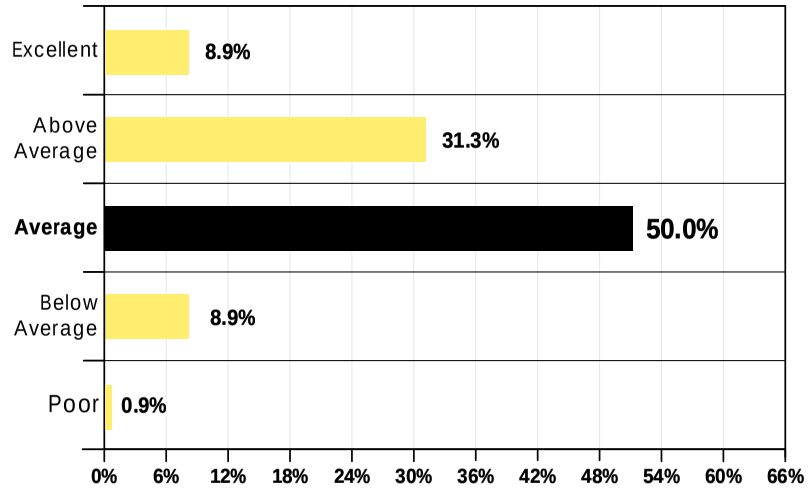


Rate the general APPEARANCE of your neighborhood.

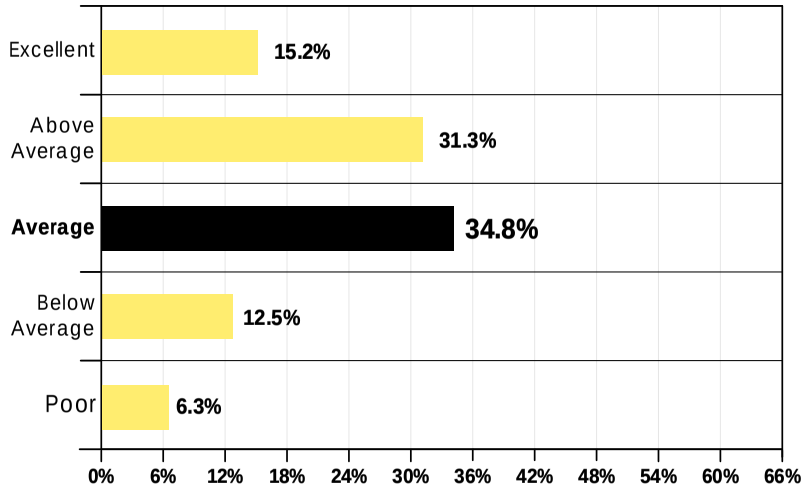


Alliance Community Survey

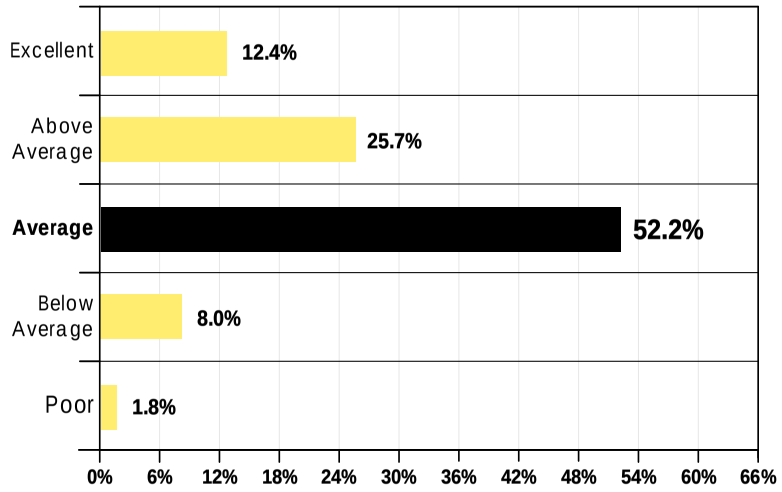
Rate the CONDITION of exteriors of homes on your street.



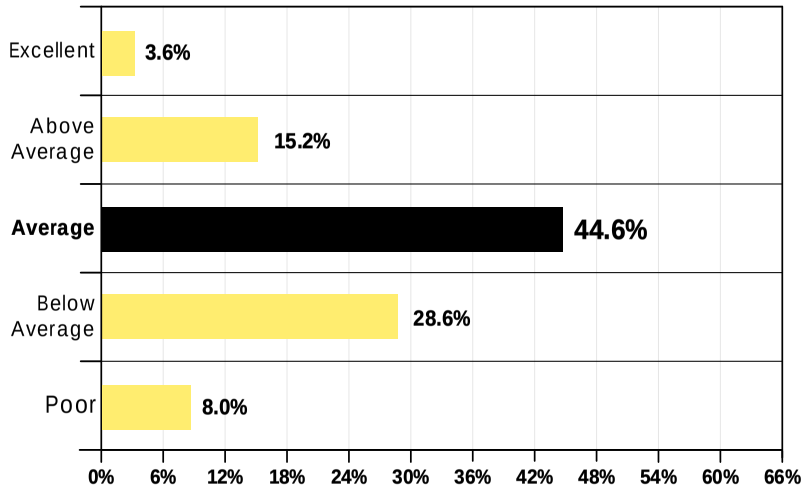
Rate YARDS free of debris of homes on your street.



Rate the CONDITION of lawns and landscaping of homes on your street.

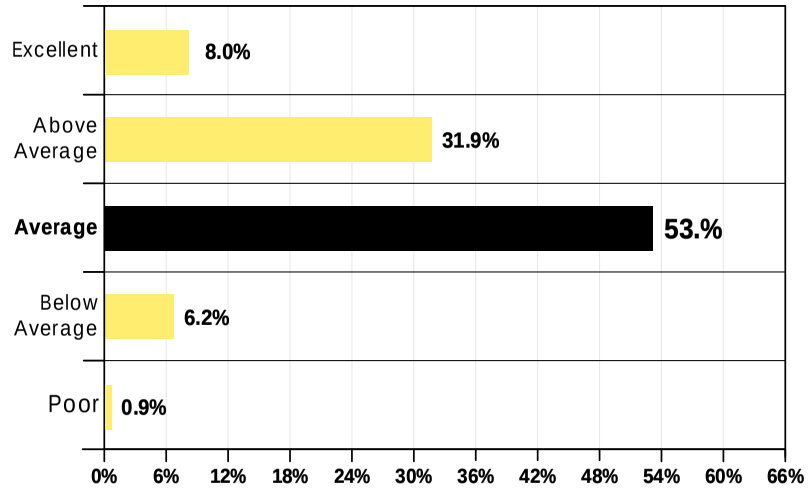


Rate the CONDITION of your neighborhood street.

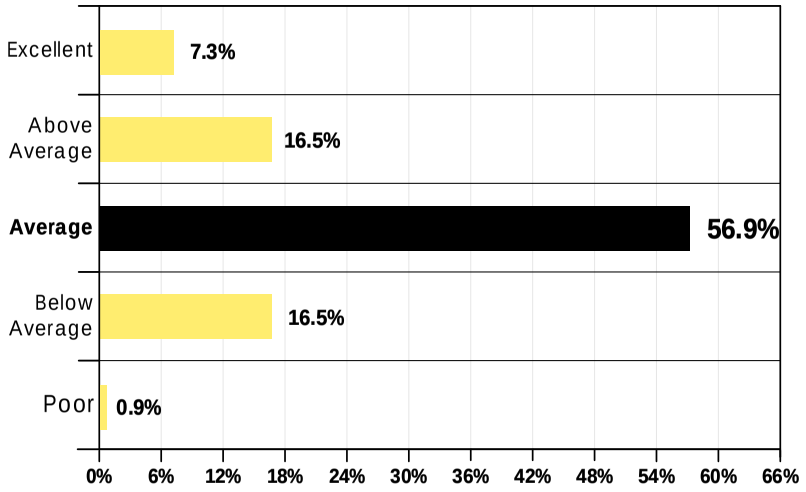


Alliance Community Survey

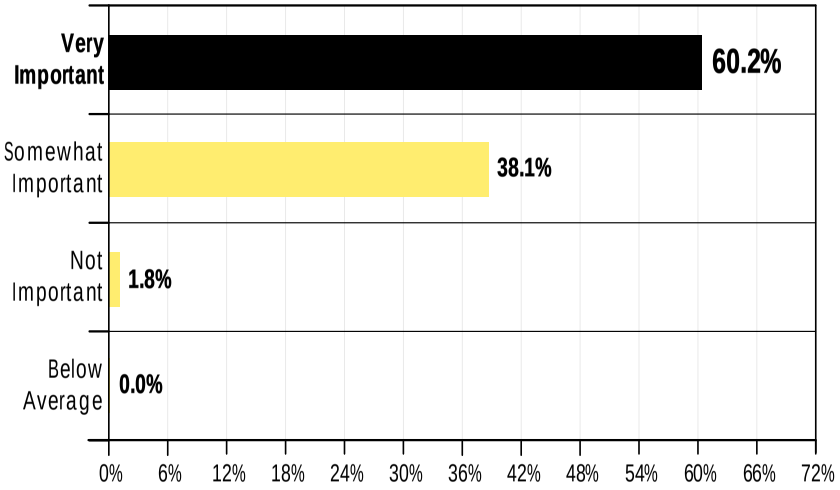
Rate the CONDITION of roofs on homes on your street.



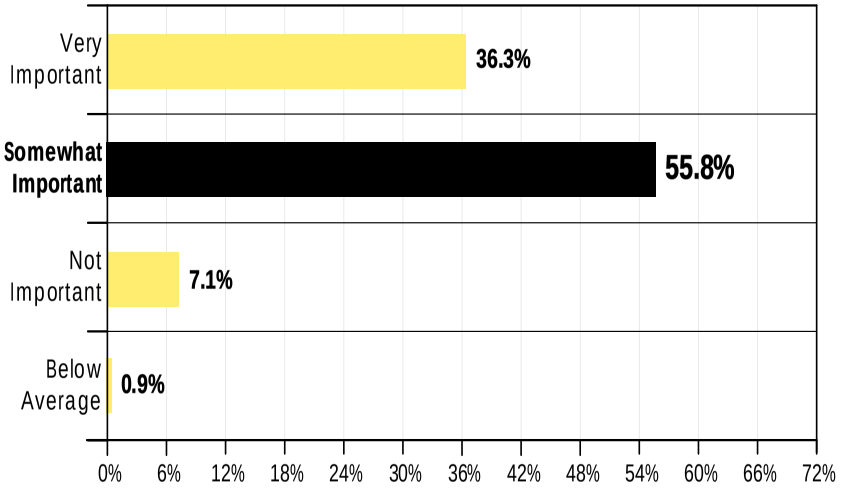
Rate the CONDITION of sidewalks on your street.



Rate the importance of BUILDING APPEARANCE in Alliance.

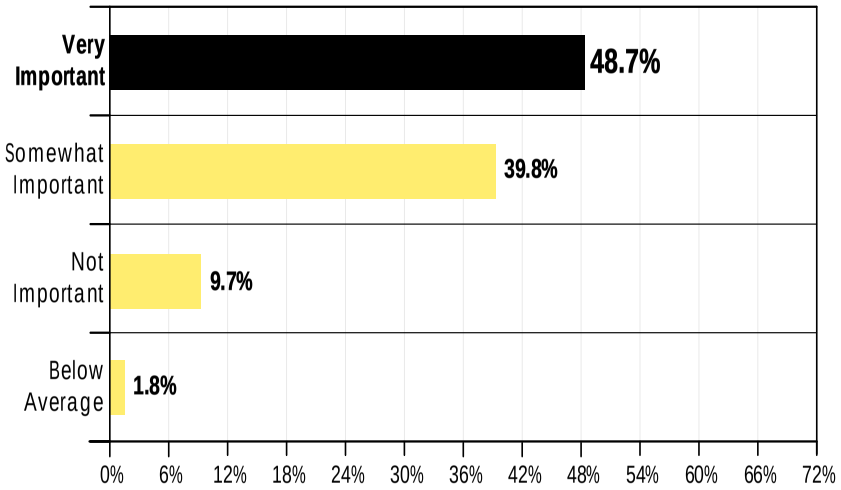


Rate the importance of SIGN APPEARANCE in Alliance.

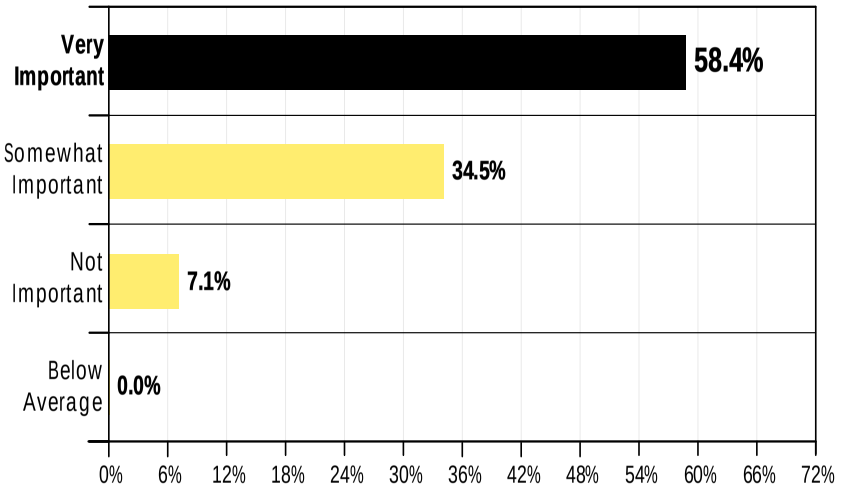


Alliance Community Survey

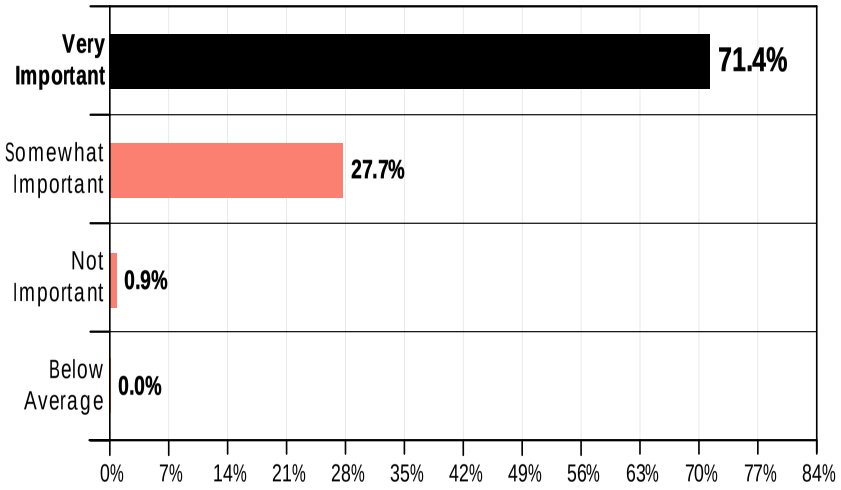
Rate the importance of DESIGN STANDARDS for future development in Alliance.



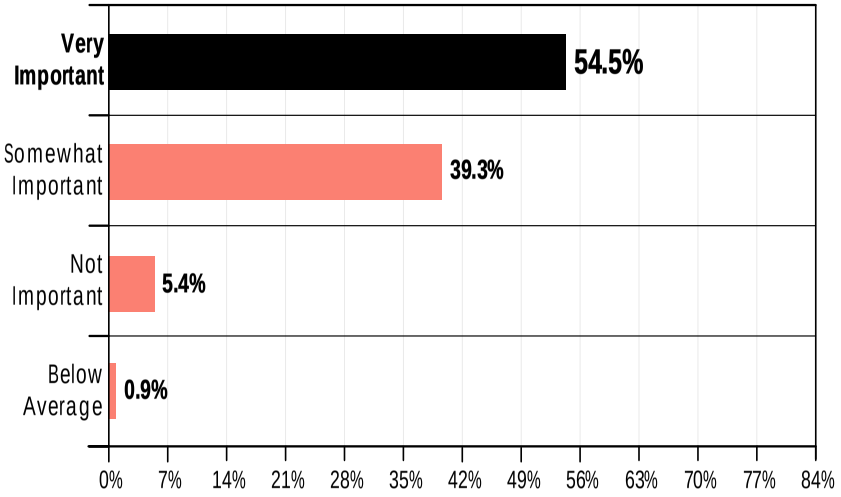
Rate the importance of REVITALIZING MAIN STREET in Alliance.



Rate the importance of promoting EFFICIENT DEVELOPMENT PATTERNS and LOW MUNICIPAL COSTS in Alliance.

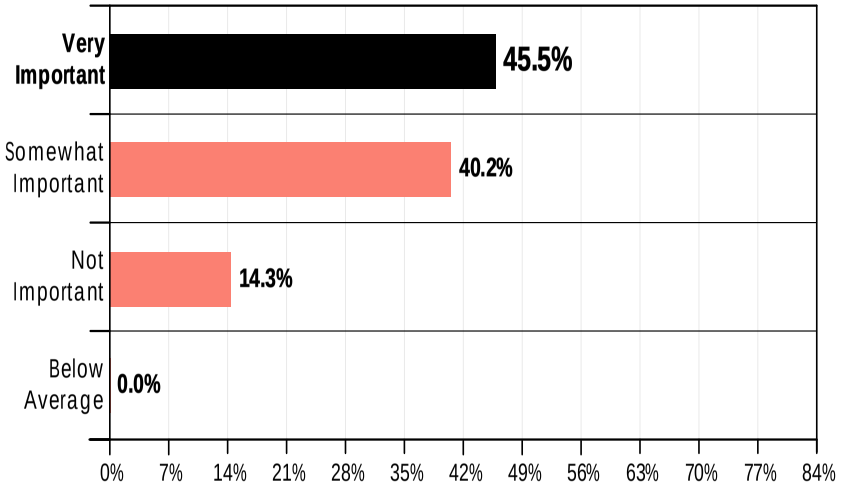


Rate the importance of encouraging MIXED USE DEVELOPMENT in Alliance.

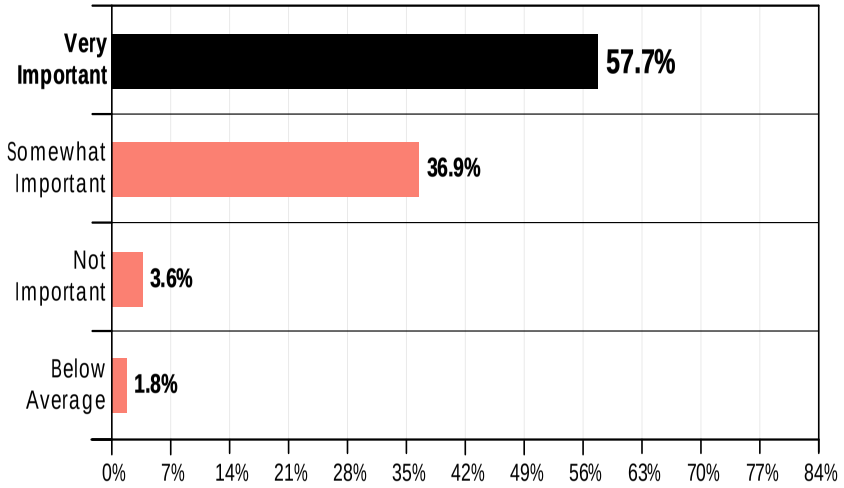


Alliance Community Survey

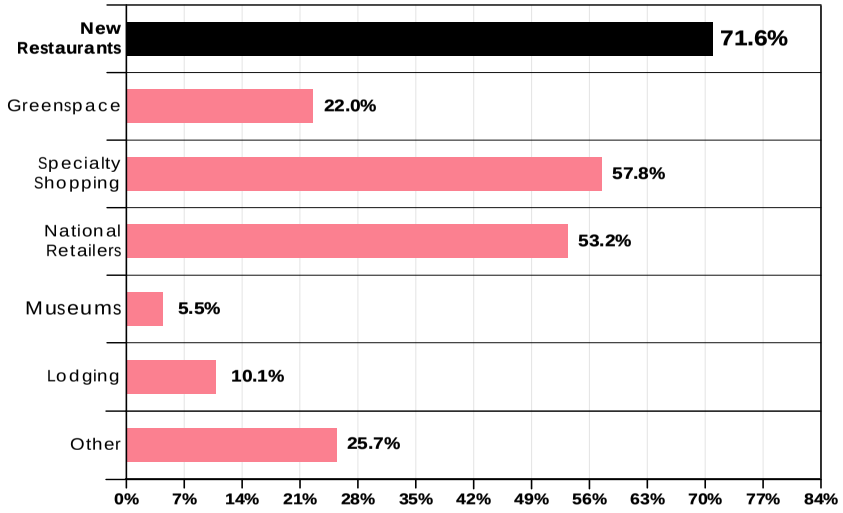
Rate the importance of PRESERVING CULTURAL, HISTORIC, AND ARCHEOLOGICAL SITES in Alliance.



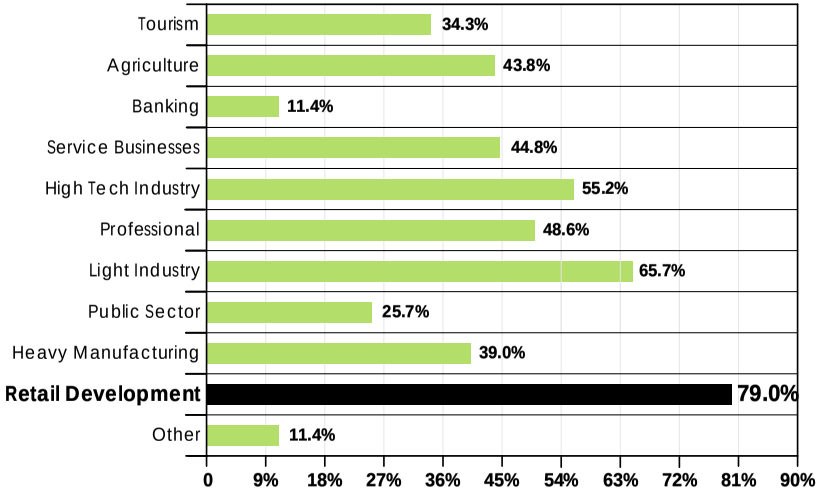
Rate the importance of balancing INDIVIDUAL PROPERTY RIGHTS with COMMUNITY INTERESTS in Alliance.



What would you like to see in downtown Alliance?

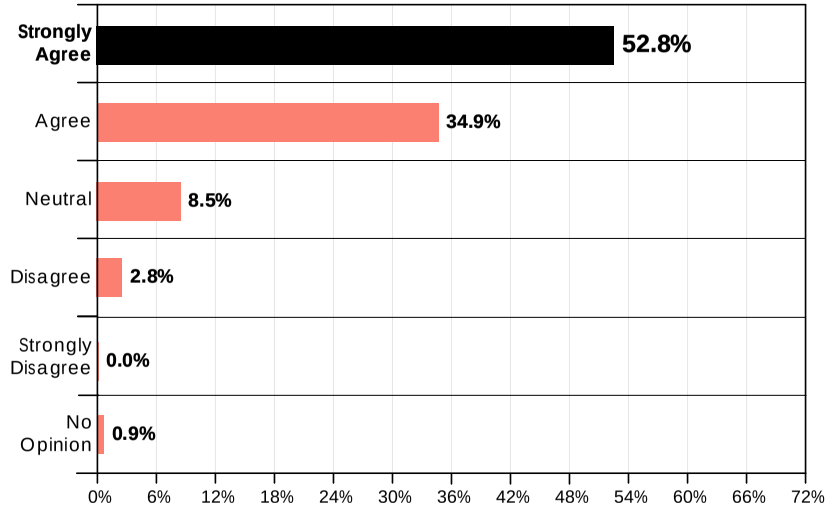


What types of businesses should Alliance attract?

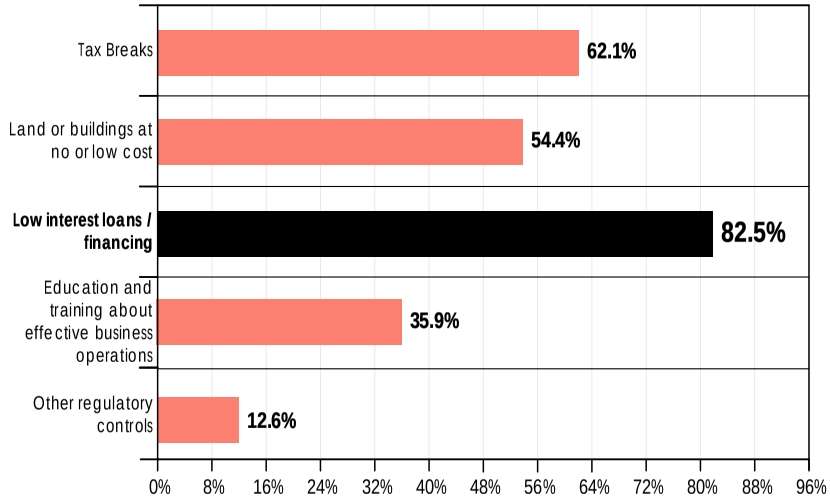


Alliance Community Survey

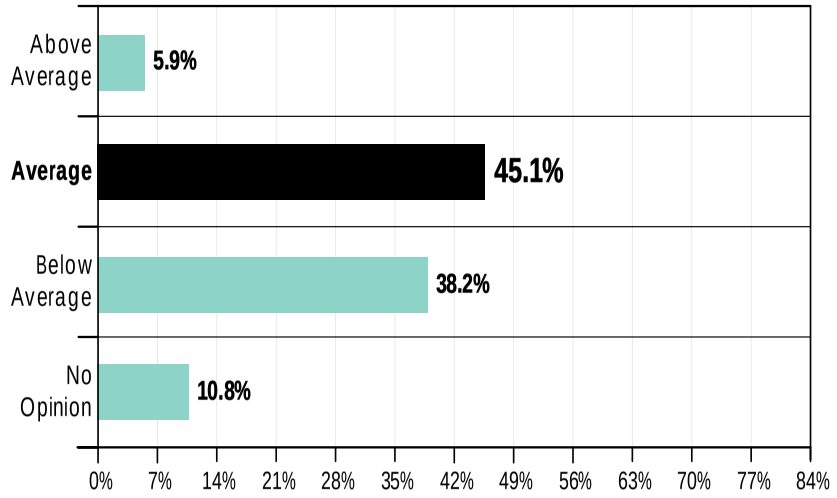
Placing new retail, commercial, and industrial development in ESTABLISHED areas is important.



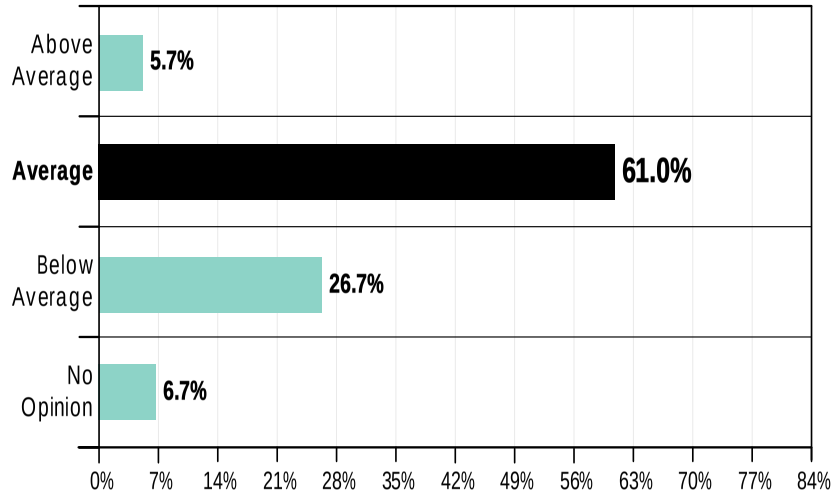
What types of INCENTIVES should the City offer to RETAIN existing businesses or ATTRACT new businesses to Alliance?



Rate the maintenance and condition of BANDSHELL BLOCK PARK.

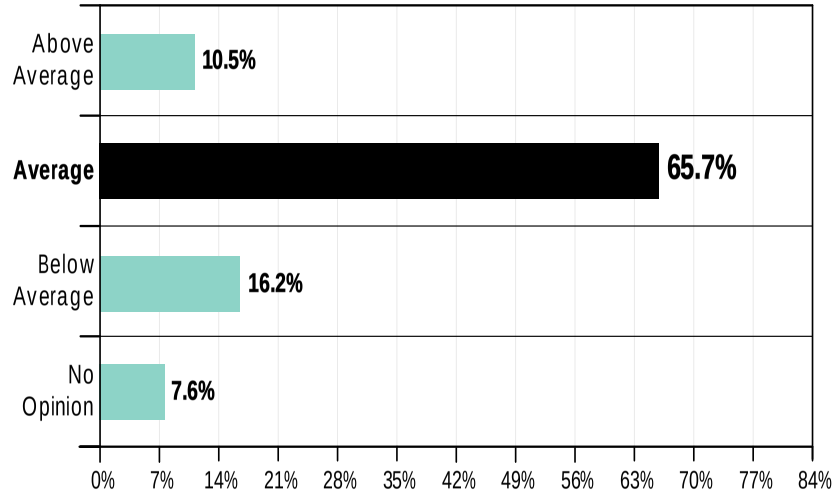


Rate the maintenance and condition of BOWER PARK.

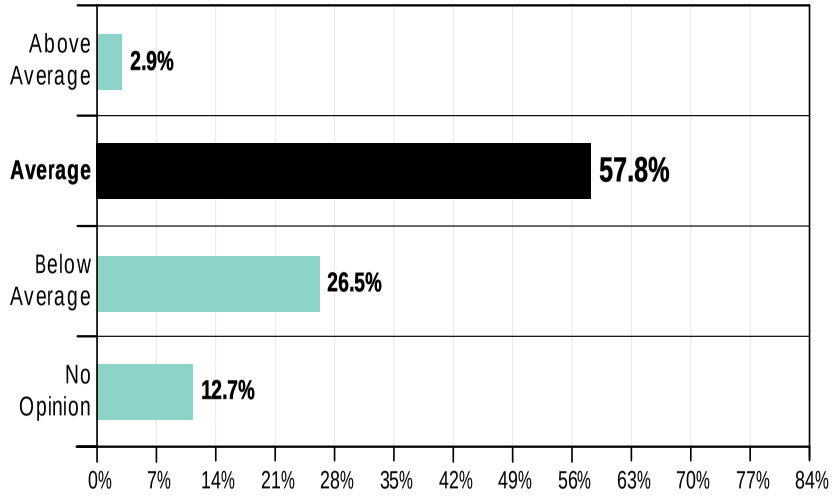


Alliance Community Survey

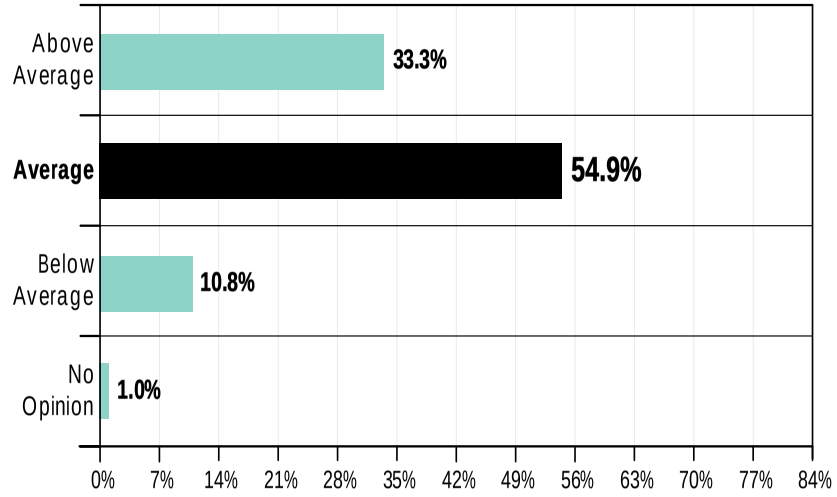
Rate the maintenance and condition of BOWER BASEBALL COMPLEX.



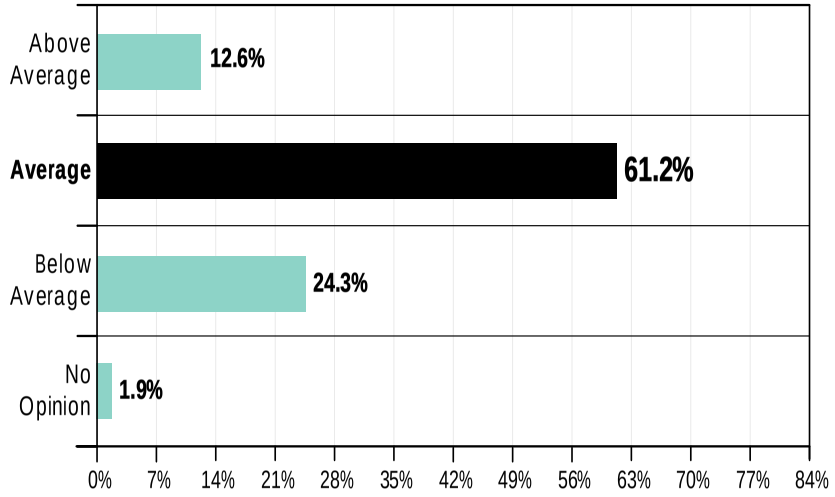
Rate the maintenance and condition of BURLINGTON NORTHERN PARK.



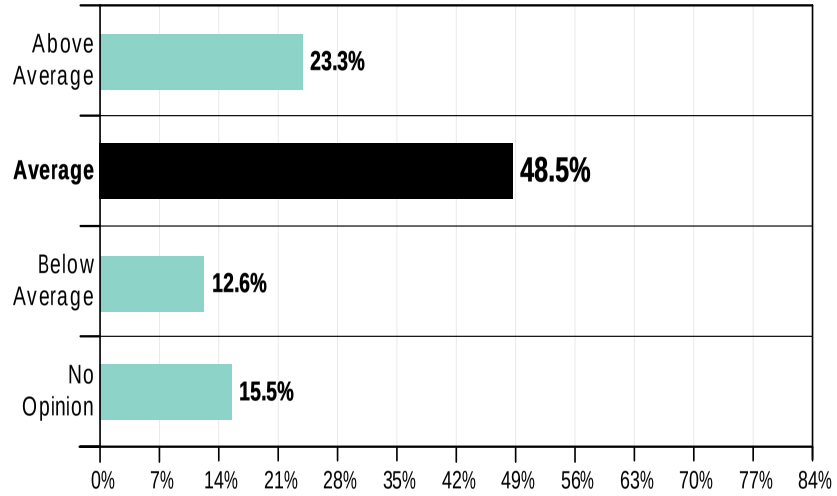
Rate the maintenance and condition of CENTRAL PARK.



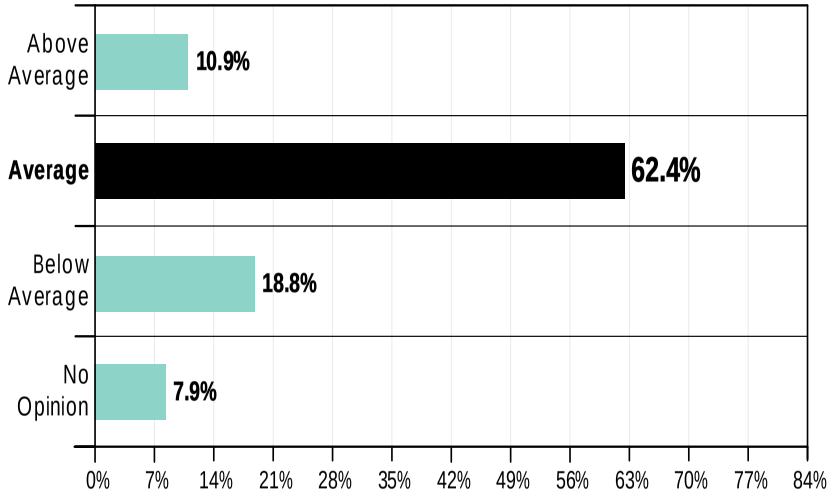
Rate the maintenance and condition of DOWNTOWN PARK.



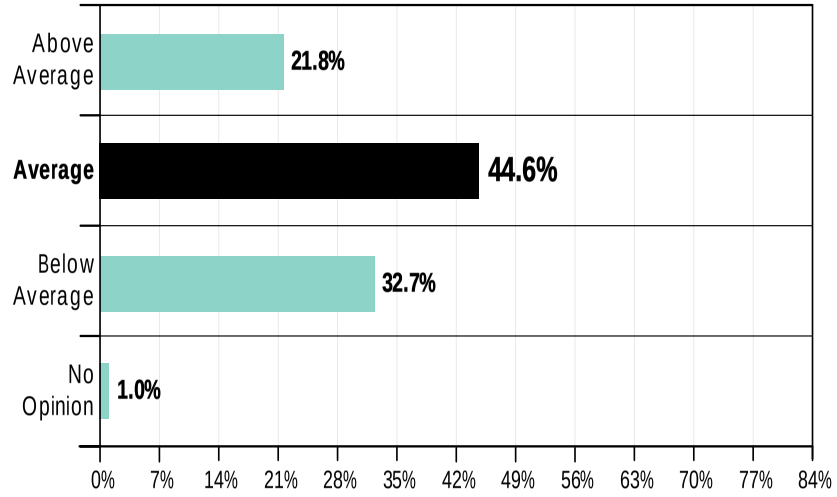
Rate the maintenance and condition of HAL MURRAY SOFTBALL COMPLEX.



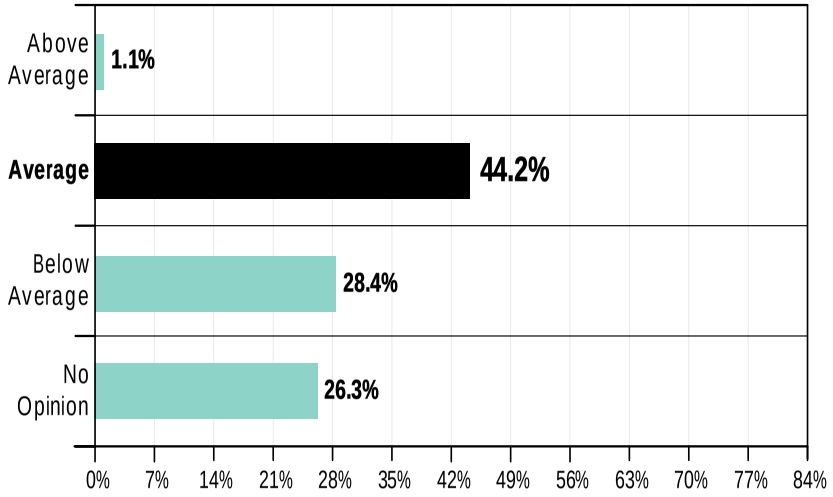
Rate the maintenance and condition of JAYCEE MINI PARK.



Rate the maintenance and condition of LAING PARK.

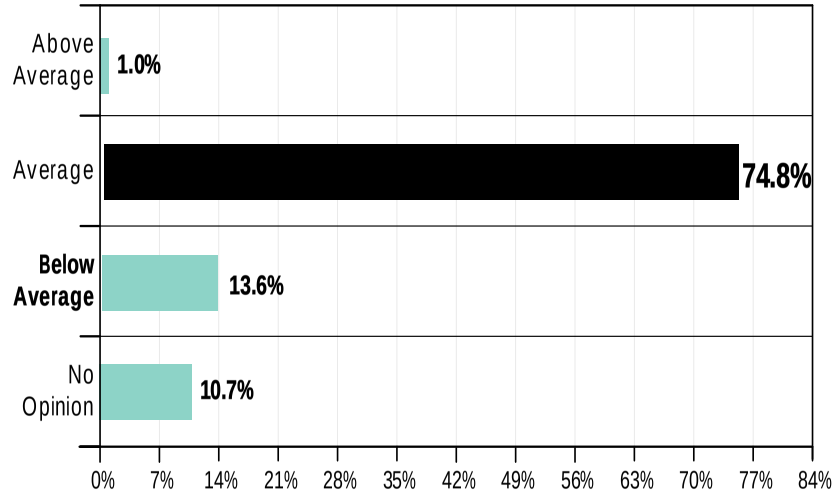


Rate the maintenance and condition of LIONS PARK.

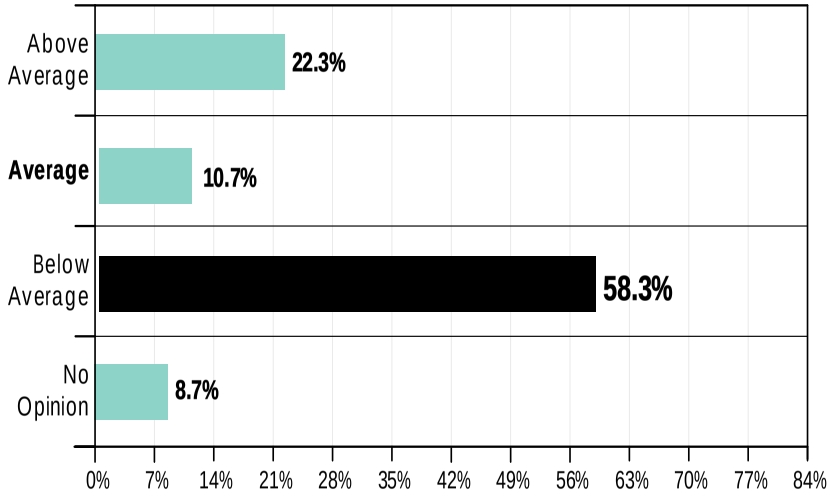


Alliance Community Survey

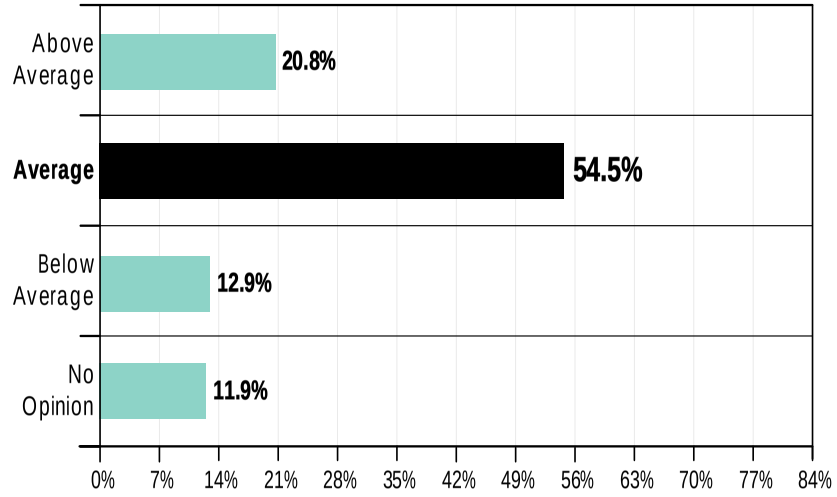
Rate the maintenance and condition of the OLD TENNIS COURTS.



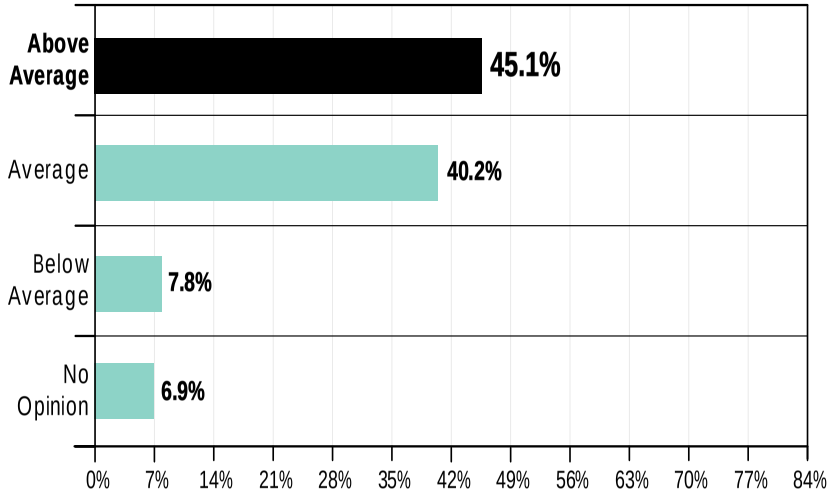
Rate the maintenance and condition of NEW TENNIS COURTS.



Rate the maintenance and condition of SUDMAN LITTLE LEAGUE FIELD.

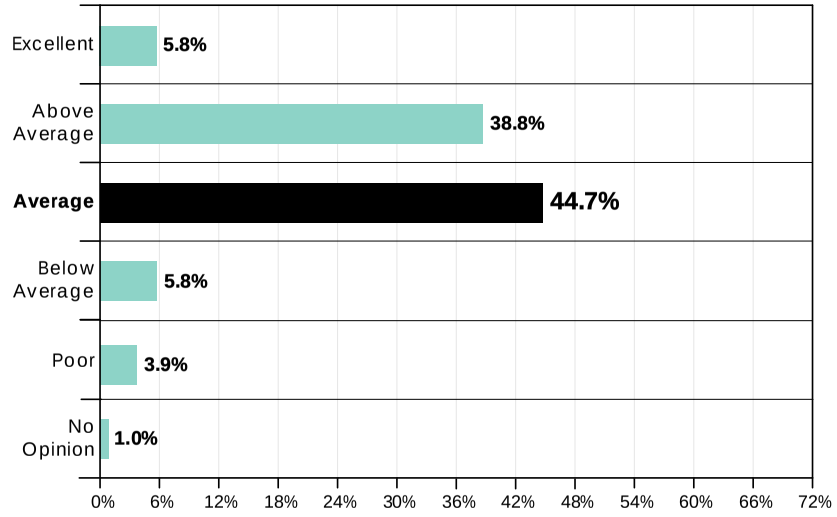


Rate the maintenance and condition of BIG BLUE BAY.

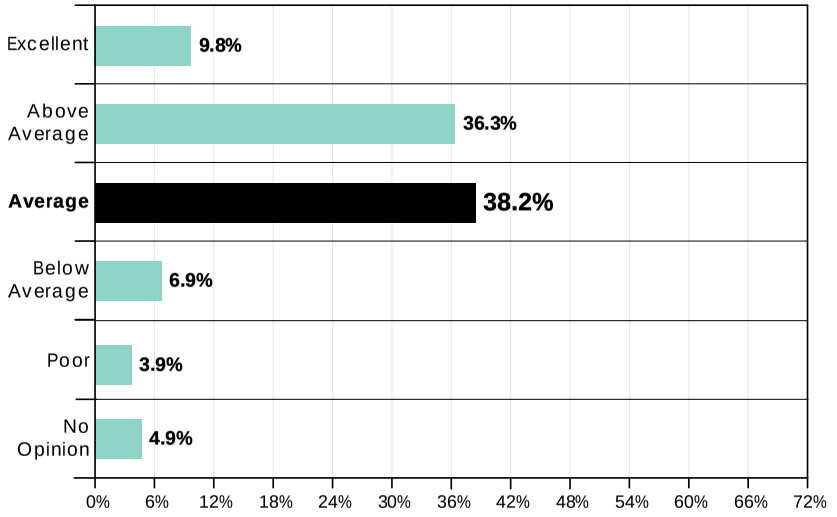


Alliance Community Survey

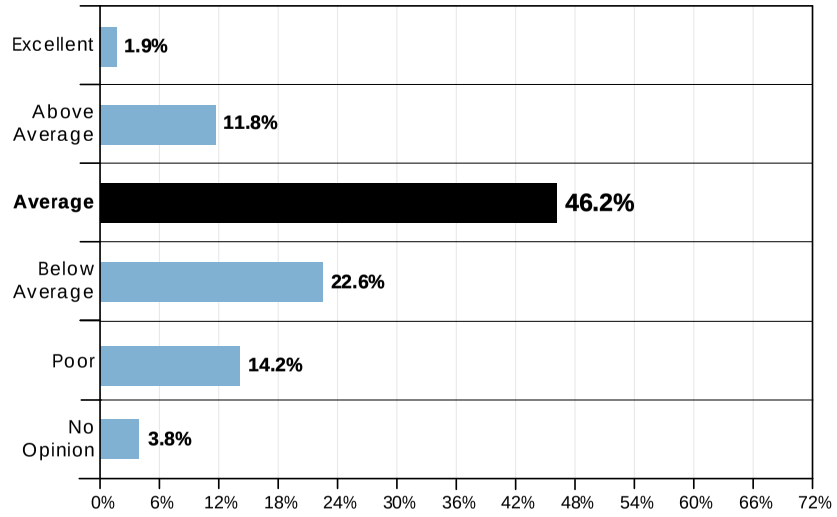
How would you rate PARKS in Alliance?



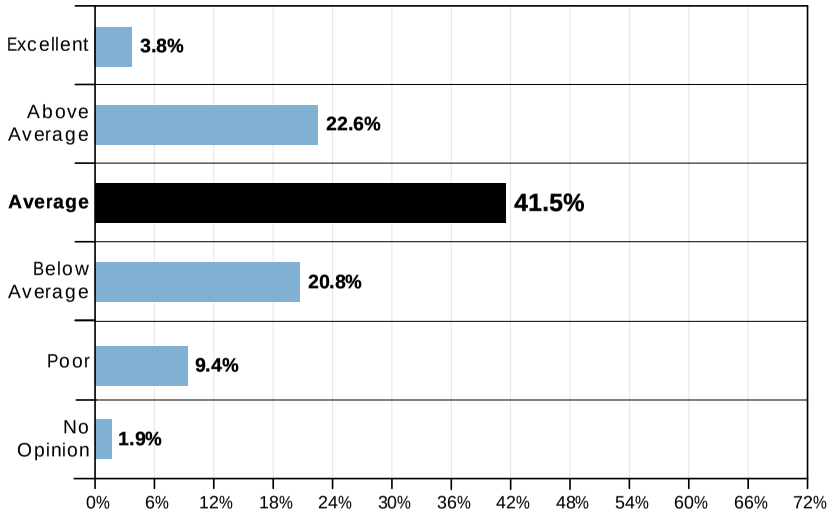
How would you rate the TRAIL NETWORK in Alliance?



Rate your satisfaction with the AVAILABILITY OF HOUSING in Alliance.

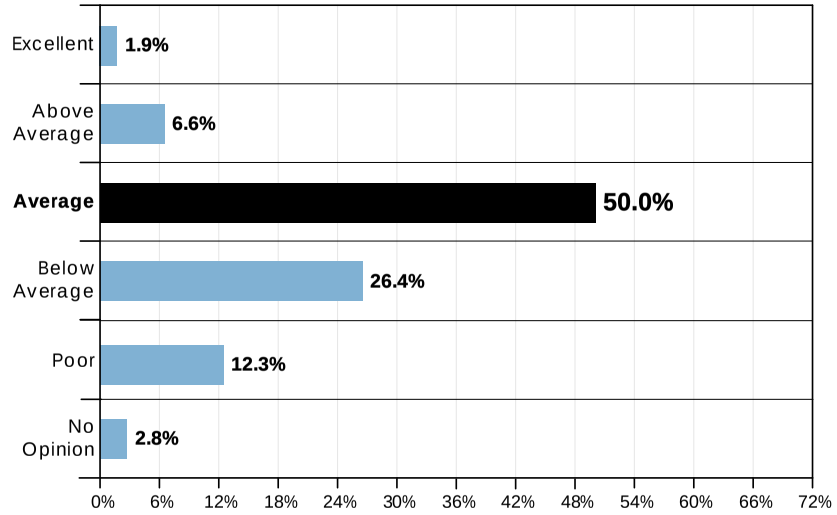


Rate your satisfaction with the AFFORDABILITY OF HOUSING in Alliance.

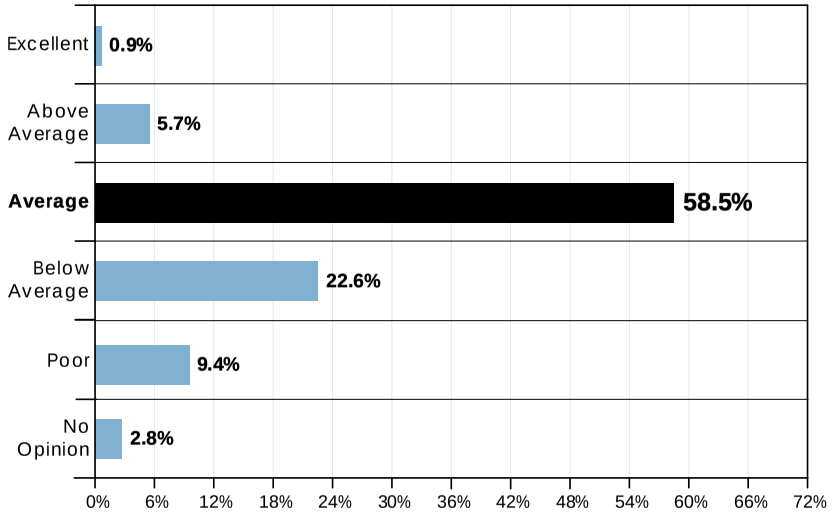


Alliance Community Survey

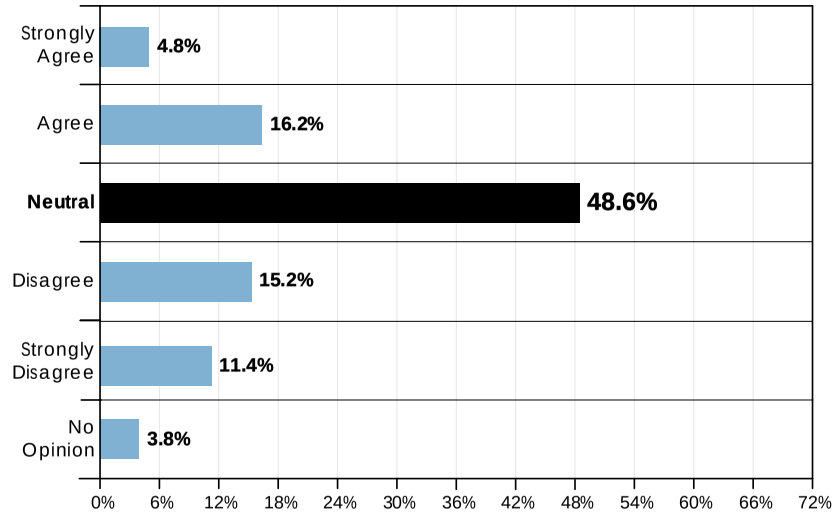
Rate your satisfaction with the QUALITY OF HOUSING in Alliance.



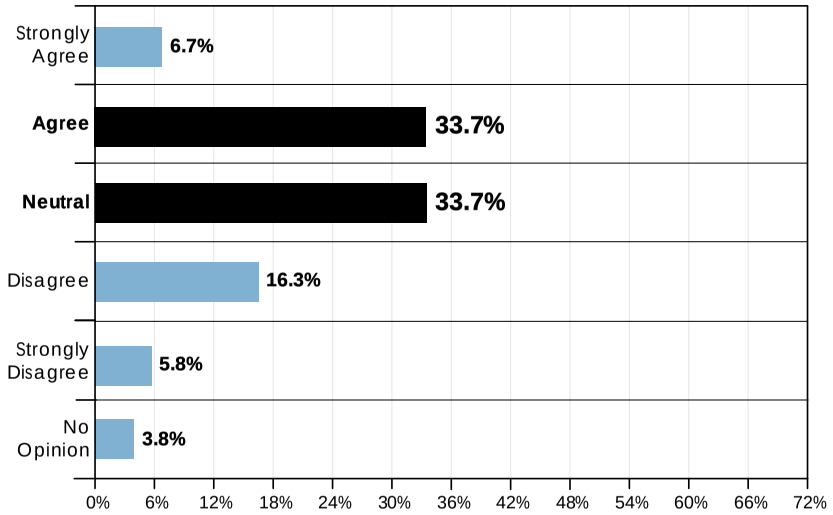
Rate your satisfaction with the STYLE OF HOUSING in Alliance.



Alliance needs ADDITIONAL DUPLEXES.

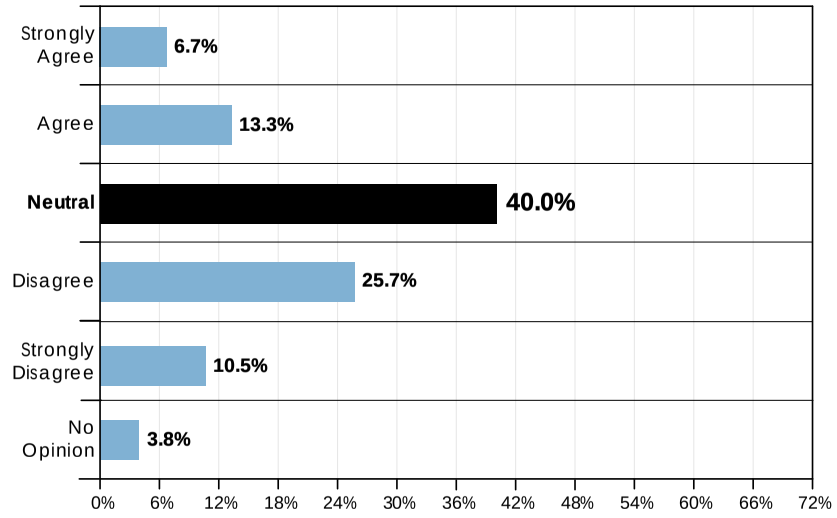


Alliance needs ADDITIONAL ASSISTED / SENIOR LIVING.

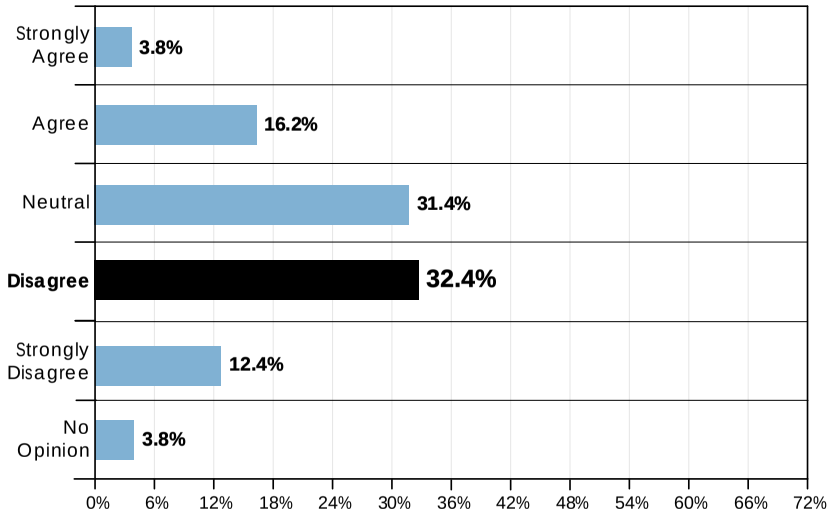


Alliance Community Survey

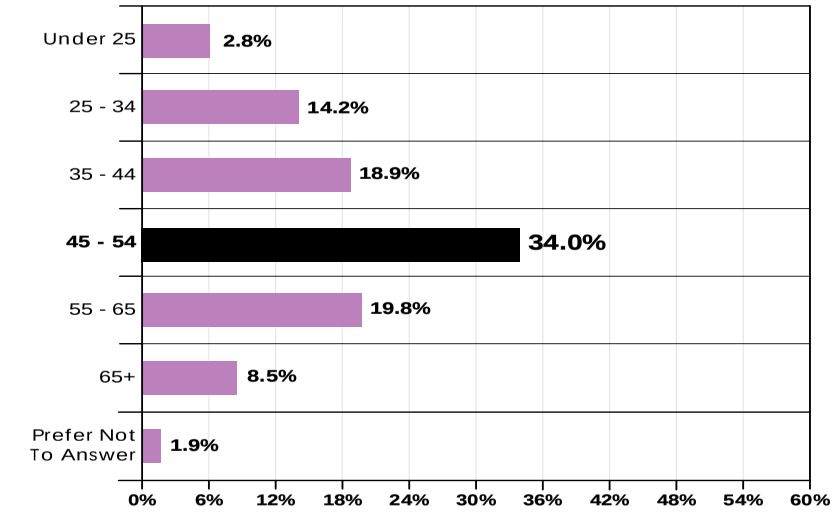
Alliance needs ADDITIONAL MANUFACTURED HOUSING.



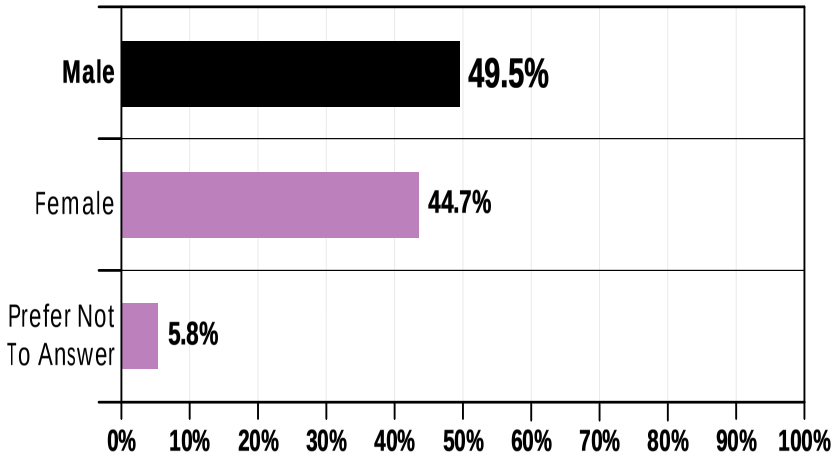
Alliance needs SMALLER lots balanced by COMMON OPEN SPACE.



What is your age?

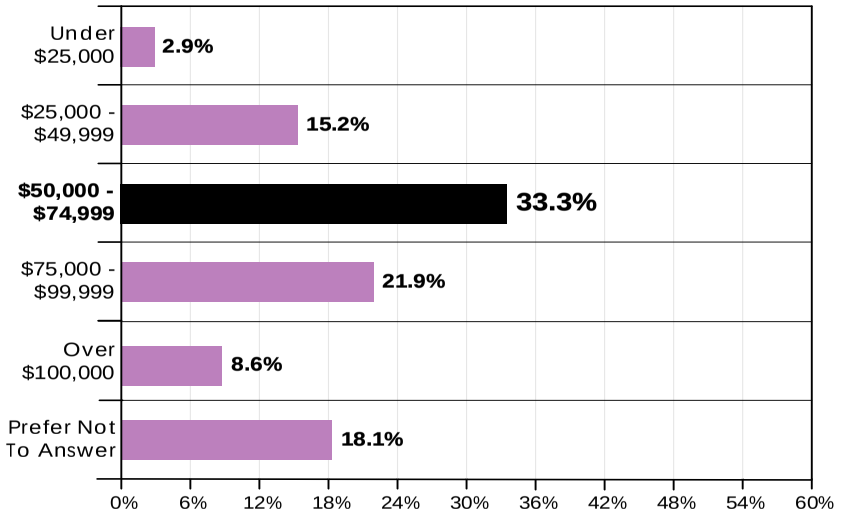


What is your gender?

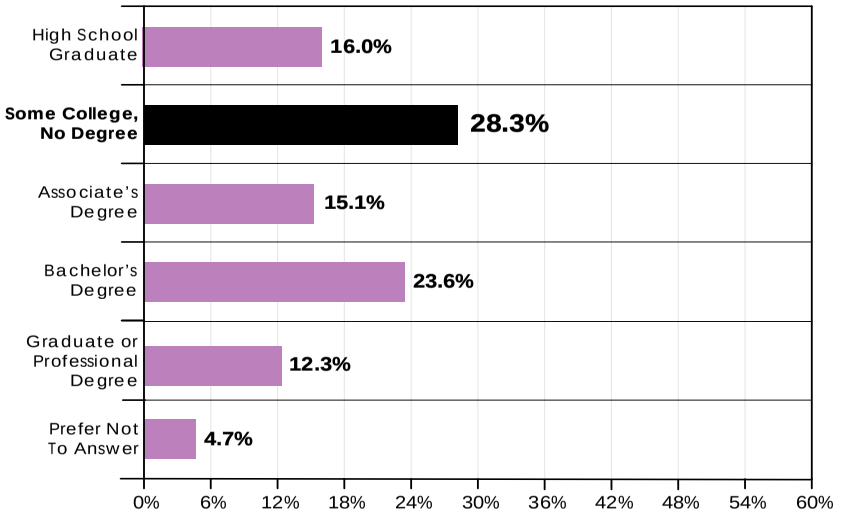


Alliance Community Survey

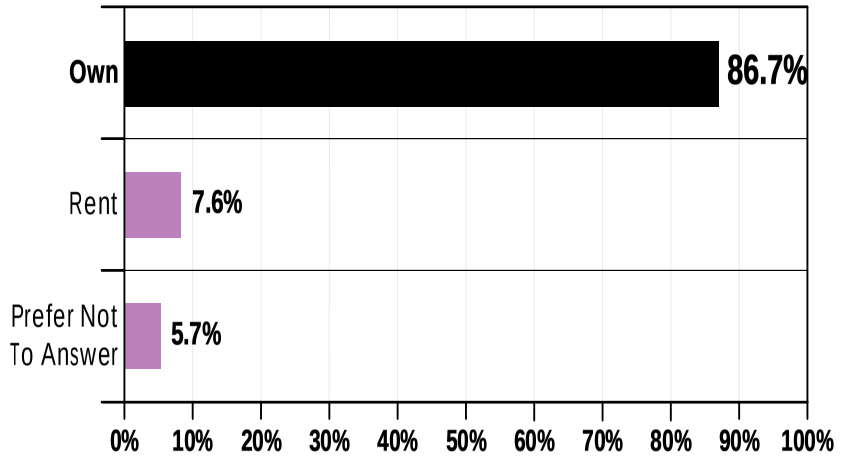
What is your annual household income?



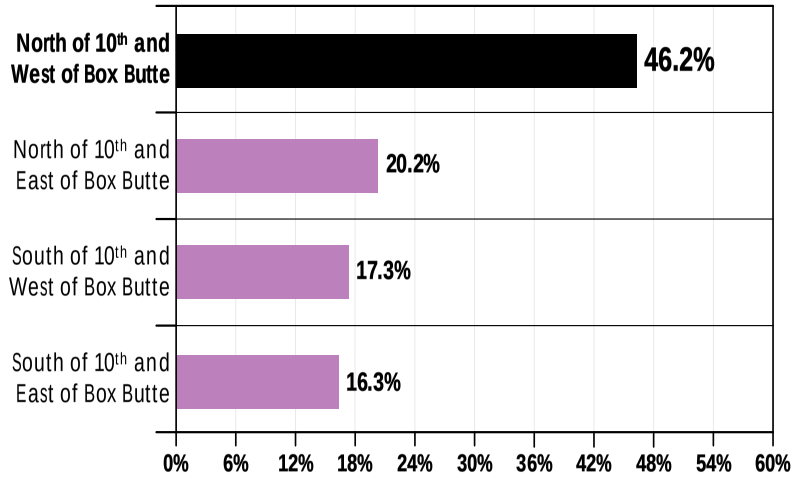
What is your highest level of education achieved?



Do you own or rent your current residence?



Please select the area which most accurately represents where you live.



Public Facilities

Public Facilities Introduced

Public Facilities
Public facilities and services are defined as any facility or service, including but not limited to buildings, property, and recreation areas, which are operated or funded by a governmental body or public entity.

Typically, these facilities and services serve the general public and the entire community. Public facilities and services include City Hall, libraries, police and fire stations, and schools.

These facilities and services educate our youth, keep us safe, deliver water and sewer services to our homes, and offer public areas to congregate.

High quality schools, cost effective utility systems, and effective public safety services can enhance the quality of life for existing residents and appeal to potential residents. This chapter of the Alliance Comprehensive Plan assesses and evaluates the existing public facilities and services within Alliance and their ability to adequately serve the community.

Parks
A park is a public area that is used for recreational purposes. Parks are designed to provide residents of all ages places to play, congregate, relax, and enjoy the natural environment. Parks offer a variety of benefits to the community. Neighborhood public open spaces serve as meeting areas and can help build a rapport among community members. Parks are wonderful venues for physical exercise and activity and can thus contribute to improved public health. Parks and trails also offer economic benefits in the form of increased property valuation.

Utilities
Utilities are public services (i.e. water, sewer, electricity) that are provided by either private or public entities. Utilities are often buried beneath the ground and are therefore easily forgotten and taken for granted. However, utility services provide city residents with convenience and contribute to a high standard of living.

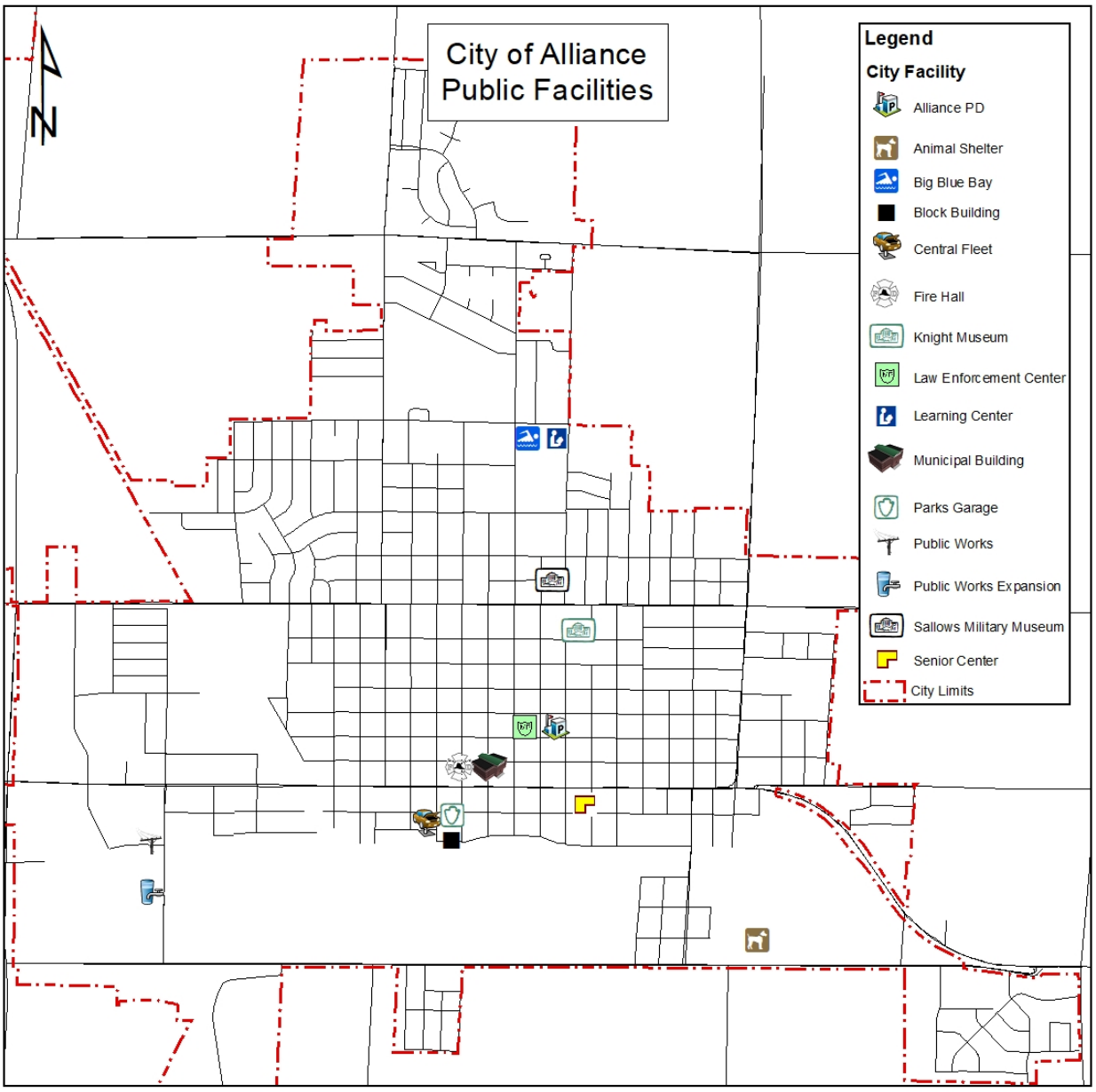

City of Alliance
Public Facilities
N
Legend
City Facility
Alliance PD
Animal Shelter
Big Blue Bay
Block Building
Central Fleet
Fire Hall
Knight Museum
Law Enforcement Center
Learning Center
Municipal Building
Parks Garage
Public Works
Public Works Expansion
Sallows Military Museum
Senior Center
City Limits

Fig. PF1

Each public facility and service within the City of Alliance was inventoried and assessed. These assessments are used in conjunction with development projections to most accurately determine future public facility and service needs. The adequate provision of public facilities and services is vitally important as Alliance continues to grow.

PUBLIC FACILITIES

Alliance Learning Center The Alliance Learning Center is located at 1750 Sweetwater Avenue and was built in 1997 to replace the Slagle Memorial Building. The Learning Center also includes classrooms, office space, conference rooms, and serves as a satellite location for Western Nebraska Community College. It has a brick and mortar exterior with steel and concrete structure. The library portion has a wood vaulted ceiling with skylights and the building has asphalt shingles replaced in 2022. It is ADA compliant and the condition is overall very good.

The building components and finishing, however, are showing signs of age. The HVAC system has never worked properly and more problems have begun to surface as it gets older. The HVAC and control system are in the process of being replaced as this Plan is being prepared. The issue should be monitored to ensure it has been resolved.

In 2014 engineers designed repairs to the foundation and basement wall on the east side of the building. The area habitually leaked and was found to be structurally deficient. Fixes included excavation of the foundation and the application of water proofing materials to the basement wall. The space was graded and concrete was poured to the correct slope. These repairs appear to have resolved the leaking issues.

In 2021 Meeting Room C was converted into the Alliance City Council Chambers. The addition of the council table resulted in Meeting Room C no longer being used as a public meeting space and increased the use of the dividers between meeting rooms. The dividers that separate the three meeting spaces are damaged and a more user friendly system should be installed in their places. When the council chambers were moved to Room C a sound system was added.

The interior of the building should be updated. Many of the fixtures are out of date, difficult to find parts for, and difficult to service and clean. Newer, more energy efficient lighting was installed in the main area of the library, but other portions of the building should be upgraded as well.

Several library staff offices and small public gathering rooms have been updated with paint and new furnishings. In other areas of the building, the wall coverings are outdated and show the buildings age. Walls should she repaired and coverings painted or re-papered. Exterior doors are also showing signs of their age and some do not operate correctly as the building has settled over the years. These should be repaired or replaced.

Animal Shelter
The Alliance Animal Shelter is located at 1040 East Kansas Street. It is an 850ft² block and mortar building constructed in 1997. There is office space for the animal control officer, a laundry room, eight indoor kennels for dogs, eight spaces for cats, and a fenced in yard located along the north side of the building. The fenced in area is rocked and contains three dog runs as well as an incinerator for cremating animal remains.

The building is in very good condition. The building was recently rehabilitated by staff and volunteers but it will require further investment by the City in the future. This includes normal maintenance such as painting and repairs but also landscaping improvements, new kennels, fencing, and a replacement incinerator for cremation.

Big Blue Bay
The Big Blue Bay was built in 2003 to replace the pool located in the North Park Recreation Complex (Sudman Block). It is located at 101 East 18th Street and the campus encompasses 86,000ft².

The bath house is 5600ft², the pool is 9900ft², and the pump house is 1200ft². The two buildings are block and mortar with wood truss roofing support, stucco finish, and asphalt shingle roofing.

The pump house had significant settling issues for a few years after construction but has since stopped. It should be continuously monitored by staff.

The acid tank, which was originally located inside the pump house, was relocated to a separate enclosure east of the building after noticing significant corrosion to fixtures and equipment in the pump house. This eliminated the corrosion damage to the interior of the building.

The mechanical chemical control box was upgraded in 2016, as the original unit was not operational. The four main circulation pumps were removed and evaluated in 2019. All necessary repairs were completed to ensure efficient operation. The basket strainer on the water slide supply line is scheduled to be replaced in 2023.

The pool basin was completely resealed and repainted in 2017. Staff continually fills cracks and paints areas of the pool as necessary.

City staff continually repairs the funbrella structures and canvases, replaces and repairs bathroom fixtures and completes other repairs as necessary. The bathouse is beginning to show some wear with water damage to painted surfaces and some corrosion on metal door frames in areas that have settled and hold water for long periods of time. Long term, these issues will need to be monitored closely and dealt with accordingly to keep the building from deteriorating further.

Block Building – Warehouse #2

Warehouse #2 is located at 105 Big Horn Avenue. It is a 5950ft², block and mortar building built in 1950 and is used primarily as storage for the Parks, Streets, and Water Departments. Because of its previous use as a railcar loading and unloading warehouse for the City, the south two thirds of the building is elevated approximately 40" and does not allow for ground level storage. Items must be lifted or lowered to get to or from ground level.

Baker and Associates Engineering of Scottsbluff Nebraska assessed the building in 2013 and found structural issues. The block work on the south side was beginning to sag over the door and detach from the building. A main beam running the length of the building was found to be structurally deficient and bracing was constructed to temporarily stabilize the structure. Since the parks department has moved to 109 Big Horn, this building should be vacated and razed.

Fire Station

The Alliance Fire Station is located at 315 Cheyenne Ave. Although this location used to be centrally located, most of the recent community growth has occurred to the north. This facility was originally constructed in 1982. The building has a brick and mortar exterior with block wall interior and steel structure.

The west bay occupies 5260ft² and the east bay occupies 3900ft². There is approximately 500ft² of storage located along the north and east wall of the east bay. Between the east and west bays is approximately 3250ft² of space occupied by offices, sleeping dormitories, volunteer club kitchen, clubroom, and storage.

This facility serves 952 square miles. The fire station has eight bays which includes three east bays, four west bays, and one wash area. The fire station operates 20 vehicles, including one ladder truck, two engines, four ambulances, two tankers, five grass rigs, a HAZMAT, and a command unit.

The fire station includes five staff employees, and 47 volunteer firefighters. The list of services provided by the fire station includes advanced life support,

basic life support, hospital transportation, community smoke detector review, fire patrol, emergency medical technician classes, fire extinguisher classes, and junior fire patrol.

The existing fire station would benefit from another addition to house equipment, an indoor training space that would allow additional practice space, an area for a bumper-to-bumper check, and indoor hose bays.

The current fire station is not in good condition, rather it rates average. There have been two studies done on the structural issues of the fire station. The first report was done by Maxim Technologies Inc. from Casper, Wyoming in 1996. The second report was done by M.C. Schaff and Associates from Scottsbluff, Nebraska and was dated July 15, 1997.

Both reports gave recommendations to help alleviate current and future issues. There was no indication any of the recommendations were followed at that time.

A third update report was done on February 15, 2008 by M.C. Schaff and Associates. They looked at and reviewed their findings from the previous report, however, they did not do a comprehensive study of the structure and it is believed that there are new and additional structural issues.

The City should consider combining the Fire Station and Police Station into one facility as both have similar problems that will need to be resolved during the life of this Plan. As detailed in the Police Department section of this chapter, both entities suffer from similar issues, namely the lack of room for existing equipment, let alone for expansion, as well as the structural and mechanical issues with the buildings themselves.

Fleet Garage

The City Fleet Garage was constructed by the City Utility Department in 1930 as a machine shop and storage warehouse for the power plant. It is a 3670ft² brick and mortar building with a 525ft² steel lean-to against the north wall. It is located at 106 Big Horn Avenue. It is currently used by the police department for storage but is otherwise unused. Since fleet services was eliminated in 2008, the building has served as storage and as the temporary location of the Parks Department until 2022.

The heating system was updated in the early 2010's while occupied by the Parks Department. It is a combination of electric baseboard heat and forced air. The vehicle lift is unusable as it has developed a crack and many of the tools used for fleet maintenance have migrated to other facilities since it closed. The City no longer maintains its fleet in house as vehicles became more complex and in house repairs became less common. The City should re-purpose this building as it is structurally sound and the HVAC system is relatively new.

Knight Museum and Sandhills Center

The Daughters of the American Revolution and W.E. Spencer established the first museum associated with the City in 1933. The museum was a sod house and sat in Central Park north of the sunken garden. It was razed in 1938 after a spring downpour flooded the park and museum, damaging the north wall. The museum artifacts were stored in other locations until a permanent museum could be constructed. The Knight Museum was built in 1964 using $15,000 left by F.M. Knight for that purpose. It was substantially enlarged to approximately 20,000ft² in 2008 using a grant from the Eldred Foundation.

It is a steel and concrete structure. It not only functions as a museum but as a depository for all items pertaining to the regions history. There is a theater, meeting rooms, heritage room for family genealogy research, a place for meal preparation, as well as office space for the Parks and Recreation Manager and Museum Manager. The building is ADA compliant. Future improvements include an HVAC assessment and routine maintenance.

Municipal Building
The City of Alliance Municipal Building was constructed between 1935 and 1937. It was designed by John Latenser and Sons of Omaha, Nebraska and originally housed City administrative offices, the water-sewer department, electric department, police department, and fire department, as well as a club room, public restrooms for downtown shoppers, a municipal auditorium and meeting rooms.

Although its roll has diminished somewhat as offices were moved to other facilities, its use for administrative offices and its central location in the community keep it a prominent and relevant landmark in Alliance.

The exterior walls are brick and mortar with Bedford Limestone water table and accents. The interior walls are primarily block and mortar with fixtures originally finished in Art Deco. The structure itself is poured concrete and rebar, and is in good condition.
The City has invested approximately $100,000 into rehabilitating the building over the past 10 years.

Most notably the brickwork was re-pointed in 2011, the front steps were removed and re-poured in 2013, which included an embedded heat grid to eliminate ice buildup, the utility office was remodeled in 2014 and brought up to ADA standards, HVAC systems were installed in the offices in 2011, and other small improvements.

Future projects should restore and maintain the architectural integrity of the building.

Some of the windows were replaced in the 1980s but some still date back to 1937. The half windows should be restored to full size. Improvements in window insulation since the 1980s will provide better insulation than was possible at the time and eliminate the need to block off half the window openings. The exterior doors should be replaced with newer, more energy efficient doors. Many of the doors do not seal, close all the way, or even open.

When the boiler was removed in 2011, only the office areas were provided with new HVAC systems, leaving lobbies, hallways, etc. without sufficient heating and cooling.

Until a major renovation of the building, federal law does not require an ADA retrofit but the City should be proactive in providing accessibility to the public. An addition placed behind one of the two front wings of the building could provide the location for both accessibility and restroom requirements for most of the building.

The north entry has suffered from years of neglect. The City already sought out professional engineering services and was presented with a solution. The entry should be disassembled, a new footing poured, and reassembled with better drainage of the surrounding area.

The wood floor in the auditorium was replaced in 1981 but the quality of the replacement floor was substandard. The auditorium should be restored with a new floor, paint, curtain for the proscenium arch, and a better solution for the HVAC system than the two unit heaters placed behind the arch.

Parks Garage
The Parks Department garage was built in 1975 and was originally used as the City Street garage. The Parks Department moved in to this facility in 2022 when the Street Department moved to a new building at 106 South Cody Avenue. The building is 11,000ft² and is primarily used for working on and storing parks equipment. It also contains a break area, supervisor's office, shower, and restroom. The structure itself is in good condition but parts of the building are showing signs of age. The paint is fading and there are panels on the exterior of the building that need to be replaced as they are rusting along the base.

Police Station
The Alliance Police Station is centrally located at 512 Niobrara Avenue. The building was built in 1977 and is constructed of concrete blocks. This facility is ADA compliant. The exterior condition of the building is excellent. Interior wiring problems, however, make it difficult to run additional lines contributing to a lack of outlets and blown circuit breakers.

The police station operates a total of 20 vehicles, including one animal control vehicle, three unmarked cars, and six marked patrol vehicles. The police department staff includes 19 sworn officers. The list of services contained within the police facility includes city dispatch, records, a weather computer, the K-9 unit, and a tornado shelter

Several police station modifications and upgrades are planned. They include a new 911 wireless communication system, new breathalysers, and new in-car video cameras. The existing police station facility is at capacity and will not be able to support additional staff, services, or storage.

As stated in the Fire Department section in this Chapter, if the City moves forward with a new facility for either the Fire Hall or Police Department, the City should consider combining the them into one facility as both have similar problems that will need to be resolved during the life of this Plan.

Public Works (Utility Facility)
Public Works was built in 2001 at 1313 W 1st St. to house the Electric, Water/Sewer, and the City Warehouse. The building is 23,000ft² and currently houses the electric department, warehouse, and some water-sewer storage. The warehouse occupies approximately 10,230ft², the offices 4000ft², the electric department equipment storage 6600ft², and the rest is occupied by the break room, wash bay, and small storage spaces.

Public Works is a steel framed building with steel panel exterior and is in good condition. Future building improvements includes window and door replacement as the originals stopped working when the building settled, expansion of the storage yard including necessary paving, and routine maintenance and updating.

Public Works Expansion
The Public Works Expansion was built at 106 S Cody Ave. in 2021 to house the Water/ Sewer, Streets, and Public Transit Departments. The building is 15,960ft². Vehicle storage occupies 15,000ft² and the rest of the building is office space, a breakroom, and restrooms. It is a steel framed building with steel panel exterior and is in excellent shape. Driveway and parking lot improvements should be budgeted to make them meet the City's development code. Apart from routine maintenance and updating, improvements to the building include the extension of an existing paved area to include a valley drain pan and concrete surface on the north side of the structure as well as the addition of a second driveway entrance on the south edge of the property on Cody Avenue.

Sallows Military Museum
Sallows Military Museum is a 2150ft² structure built in 1935 as the bathhouse for the swimming pool. The structure is concrete, hollow wall tile, and wood. It is generally in good condition. The HVAC system should be assessed and possibly replaced but beyond that, routine maintenance and updating should be adequate.

The conservatory behind the museum is a 2900ft² structure composed of plastic panels that let the sun in and steel siding. It was badly damaged in 2021 and should be razed.

There is a 1700ft² steel storage building located to the north of the conservatory. This building should also be assessed for structural soundness and either razed or rehabilitated to eliminate the poor aesthetic it currently contributes to.

Senior Center
The Senior Center was constructed in 1977 and is a steel structure. Future improvements primarily consist of updating interior finishings and routine maintenance.

Public Facilities Assessed

Alliance Municipal Buildingl

Alliance Fire Station

Alliance Law Enforcement Center

Alliance Public Library

SCHOOLS

Alliance High School
Alliance's high school is located at 1450 Box Butte Avenue. The 147,799-square-foot building was constructed in various stages starting in 1954. The overall condition of the facility is good. Alliance High School is ADA compliant. The high school includes grades nine through twelve.

Approximately 450 students are currently enrolled. No future building modifications or upgrades are planned and none are needed. The school mascot is the bulldog.

Alliance Middle School
Alliance Middle school is located at 11th and Laramie streets. The 75,504-square-foot building was constructed in various stages starting in 1922. The overall condition of the facility is good. Alliance Middle School is ADA compliant. The middle school includes grades five through eight.

Approximately 300 students are currently enrolled. No future building modifications or upgrades are planned and none are needed. The school mascot is the bullpup.

Emerson Elementary School
Emerson Elementary School is located at 700 Black Hills Street. The 34,144-square-foot building was constructed in various stages starting in 1948. The overall condition of the facility is good. Emerson Elementary is ADA compliant. Emerson Elementary School includes kindergarten through second grade.

Approximately 300 students are currently enrolled. No future building modifications or upgrades are planned and none are needed.

Grandview Elementary School
Grandview Elementary School is at 615 Grand Street. The 33,677 square foot building was constructed in various stages starting in 1922. The overall condition of the facility is good. Grandview Elementary is ADA compliant. Grandview Elementary School includes grades two through four. Approximately 230 students are currently enrolled.

No future building modifications or upgrades are planned and none are needed.

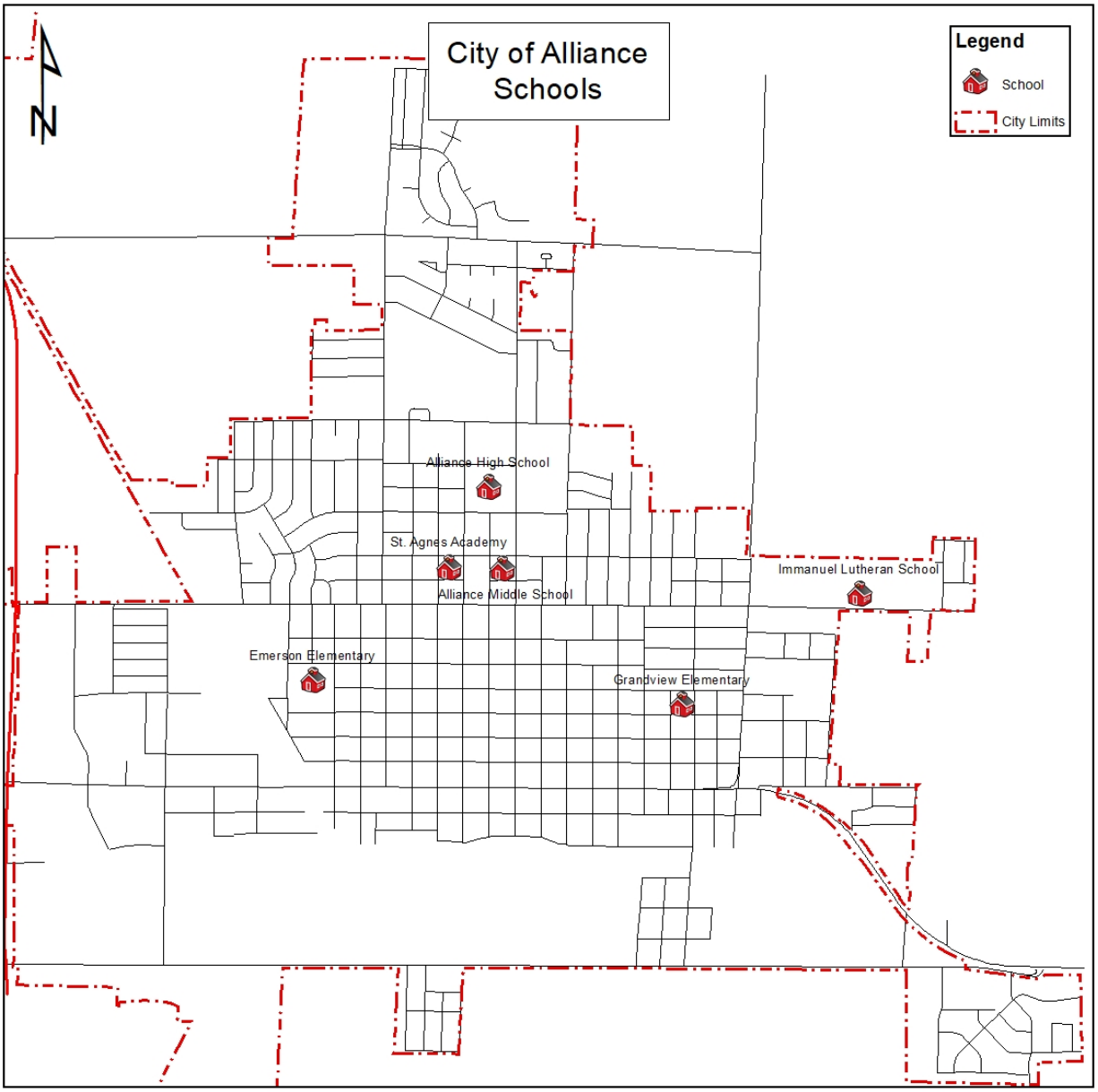

City of Alliance Schools
Legend
School
City Limits
N
Alliance High School
St. Agnes Academy
Alliance Middle School
Immanuel Lutheran School
Emerson Elementary
Grandview Elementary

Fig. PF2

PARKS INTRODUCED

Alliance's collection of mini-parks, neighborhood parks, community parks, and regional parks contain a broad variety of activities and amenities that are designed to accommodate the active and passive recreational needs and desires of all Alliance residents.

The National Recreation and Park Association's 1996 document entitled Park, Recreation, Open Space, and Greenway Guidelines has served as a primary reference for defining park guidelines and standards and is used by both park designers and park planners.

This document suggests that a community's park system should contain 10 acres of public open space for every 1,000 residents. In addition to defining park standards, the document also includes a park classification system. The size of a park strongly affects the types of uses available, the service area, and the site characteristics. Parks are generally categorized into one of four types:

Mini-Park
A mini-park is typically one acre or less and is intended to serve less than a quarter-mile radius. Mini-parks are designed to include specialized facilities for a specific population group (e.g., senior citizens or children). Mini-parks are typically found near higher-density residential developments or near elderly housing centers.

Neighborhood Park
A neighborhood park is typically 15-plus acres and is intended to serve a single neighborhood, a one-half mile radius, or a population of approximately 5,000 residents. Neighborhood parks are designed to provide areas for both active recreation activities (e.g., playgrounds, field games) and passive recreation activities (e.g., picnicking, trails). Neighborhood parks should be strategically placed within the center of several neighborhoods so they are easily accessible to all surrounding residents.

Community Park
A community park is typically 25-plus acres and is intended to serve several neighborhoods or a 1- mile to 2-mile radius. Community parks are designed to provide a broad range of active and passive recreation activities. Common community park features include: ball fields, large swimming pools, playgrounds, walking trails, natural areas, water bodies, and picnic areas. Community park uses are primarily defined by site suitability and community needs.

Regional Park
A regional park is typically 200-plus acres and is intended to serve several communities. Regional parks are often found along a natural resource and may support boating, camping, fishing, picnicking, swimming, walking, and playing.

The City of Alliance maintains 109 acres of park land. Alliance's park system includes five mini-parks, two neighborhood parks, two community parks, and three sports complexes. The 3 sports complexes collectively house 4 lighted softball fields, 3 lighted baseball fields, 8 lighted tennis courts, and a swimming pool.

Parks

Bandshell Park
Band Shell Park is located at 7th and Sweetwater and was developed in 1934. A bandshell was constructed and used for outdoor concerts from 1934 to 1976 when it was torn down. The park is 1 acre in size. The City trail starts at the south end of this block and accessibility is excellent.

The park has a tranquil and inviting environment surrounded by single-family residences. Overall, the park is well-kept, but the small legacy wall that wraps the park is in poor condition and needs to be restored for safety and aesthetic reasons. Comfort and image are both very positive here. The park is easily accessible to surrounding residences and well linked to other parks and activity centers by the way of the community trail. Easy access and appropriate linkage also improve the sociability of the facility.

Bower Park
Bower Park is located at East 2nd Street and Potash Avenue. The City developed Bower Park as a means of improving Alliance's image to visitors entering town from the east. Highway 2 entered Alliance under the railroad tracks via Potash Avenue until 1935. Originally called South Park, improvements began in 1932 but were slow as most resources were directed to Central Park.

The City dedicated enough money and labor for minor landscaping and grading, but their primary focus was transplanting trees from Central Park to South Park to make way for improvements being constructed there. In 1940, the City drafted plans to convert the west two thirds of South Park into a baseball field. The park was renamed Bower Park in 1941 to honor long time park superintendent John Bower.

The park is approximately 3 acres and the overall condition is good. The park currently features playground equipment installed in 2008, a steel frame picnic shelter, and two horse shoe pits. Some issues pointed out in the previous Comprehensive Plan include the bisection of the park by the City drainage ditch without a way to traverse it and a lack of pedestrian connectivity to the rest of the community. It also pointed out the lack of property maintenance of the adjacent properties that ultimately detracts from the parks image.

Box Butte Park
In 1971, the Alliance Garden Club and a group of Alliance High School students obtained permission from the Guardian State Bank to develop a mini park on their vacant lot at the corner of 3rd Street and Box Butte Avenue. The park contains benches, a drinking fountain, a billboard kiosk that doubles as storage for electrical and irrigation equipment, and restrooms. Its location serves to help welcome visitors to Alliance's downtown. The park was formally given to the City in 1992 by the Abbott bank along with a $6000 grant to further develop the park.

Burlington Northern Park
Burlington Northern mini-park is located at the corner of West 16th Street and Buchfinck Avenue. It was constructed in 1980 using part of a $16,000 grant given to the City from the Burlington Northern Railroad. It occupies .6 of an acre and is used primarily by residents of the surrounding neighborhood.

The park is not connected to the City trail system but access to the park via sidewalk is very good. The playground equipment was installed in 2008 and is in excellent condition. Portions of the public sidewalk and chain link fence are in need of maintenance and should be repaired or replaced.

Central Park
Central Park originally consisted of two blocks located between East 10th and 9th Streets, and Niobrara and Yellowstone Avenues. The land was acquired by the City in 1912 and laid out in 1914 by Philip Edinborough of the Lincoln, Nebraska parks department. The original plan included a small lake that could be used for ice-skating in winter, a bandstand, walkways, benches, playground equipment, tennis courts, a lighting plan, and recommendations for the planting of shrubs, trees, and other plants. The initial plans changed in 1931 when the City hired John Bower as its Park Superintendent.

The park is approximately 7 acres and contains multiple structures including two shelters, one open and one closed, sunken gardens and pergola, the Knight Museum and Sandhills Center, and public restrooms. The Knight Museum will be covered in a separate section of the Comprehensive Plan.

The playground equipment was installed in 2008 and is in excellent condition. The south picnic shelter is a 1200ft² open shelter built in 1957 with broken concrete, wood rafters, and a steel support columns. The enclosed shelter house was built in 1954 and is a similar design but equipped with a restroom and small kitchen. The park restrooms were built in 1999 and are block and mortar construction.

The sunken garden and pergola were built between 1933-35. The pergola was replaced in 2021 and the sunken garden was rehabilitated at the same time. A root cellar was constructed in 1935 and is primarily used for storage for the museum. The City trail system runs through the park and access to the rest of the community is excellent.

Jaycee Park
The Jaycee mini-park is located at the corner of West 7th Street and Cheyenne Avenue. The Alliance Jaycees constructed the park in 1976. It is a 14,000 ft² park and is utilized primarily by residents of the surrounding neighborhood. It is not connected to the City trail system but access via sidewalk is very good. The playground equipment was installed in 2008 and is in excellent condition.

Knight Park
Knight Park is a .6 acre park located west across Dakota Avenue from the Burlington Ballfields. The two parks used to share the same restroom facilities which were located in this park but were razed as they were in need of replacement. There are also 6 horseshoe pits and a small picnic shelter.

Laing Park
Laing Park is a community park generally located north of 18th Street and west of Box Butte Avenue. As the largest park in the community, the park possesses numerous passive and active uses and activities, in addition Laing Lake.

Active park uses include modern playground equipment, a skate park, fishing dock, disc golf course, and community trail system. The park also exhibits a variety of natural animal and vegetative habitats. The numerous amenities combine to create a highly utilized and well-maintained park facility. The overall comfort, image, and condition of the facility are excellent.

The lake and surrounding tranquil environment project a high level of comfort and a positive image. Proximity to significant community activity centers such as the library, pool, and high school help promote and maintain a safe environment for park visitors. Laing Park is easily accessed by pedestrians, surrounding single-family residences, and vehicles.

The community trail system links the park to other activity centers such as the high school, municipal pool, and Central Park. The park displays several obvious areas for social gathering, including the playground equipment, the skate park, picnic shelters, and a fishing dock.

Lions Club Park
The Lions Club mini-park is located at the corner of West 6th Street and Buffalo Avenue. It was developed between 1977 and 1980 by the Alliance Lions Club. It is a 29,294 ft² park and is utilized primarily by residents of Meadows Mobile Home park. It is not connected to the City trail system. Sidewalks along the park provide access but their width is nonconforming to current standards and are narrow. The equipment was installed in 2008 and is in good condition.

The park is isolated from the rest of the community in much the same way the softball complex is. The commercial use of the property to the south and the industrial use of the property to the northwest detracts from this parks appearance. Trees should be placed to minimize these effects and the sidewalks should be widened to current City standards.

Maxwell Park
The City developed Maxwell Park east of South Potash Avenue in South Alliance in 1962. The 10-acre park had a small fishing lake that diverted cooling water from the power plant and was stocked with fish by the Nebraska Game and Parks.

The lake went dry when the power plant ceased electricity production and the park no longer contains any buildings or equipment. Unless a unique plan or idea is proposed, this park should not be developed at this time as its proximity to Bower Park would render it largely redundant. Conditions may change in the future that would warrant

redevelopment of Maxwell Park, but those conditions do not exist at this time.

Sallows/Fountain Park
A special election for the issuing of bonds in early 1934 included the purchase of an additional 4.5 acres of land north of 10th Street between Niobrara and Sweetwater Avenues as well as a new municipal swimming pool. The pool was completed in late summer 1934 and is today a part of the Sallows Conservatory and Military Museum.

The City purchased a General Electric fountain and constructed it south of the then new pool in spring of 1935 after much deliberation as to where it should be placed. It has undergone substantial renovation twice with the most recent being 2008. The area north of the pool was graded and packed for tennis courts in 1940 to help alleviate the heavy use of the paved courts south of East 9th Street; however, today it is an open park. The City trail system runs through the eastern part of the park and access to the park is excellent.

Wiggly Field Dog Park Wiggly Field Dog Park is a 2.5 acre dog park located along Box Butte Avenue between 16th and 18th Streets. The park was developed over a period of 4 years by volunteers.

Parks Assessed

Laing Lake

Laing Park

Laing Park

Jaycee Mini Park

Lion's Park

Old Tennis Courts

Parks Facilities

Bower-Shankland Baseball Field

The City began planning a baseball diamond on the western portion of then called South Park in the spring of 1935. Formal plans were approved in 1940 and construction began immediately by relocating trees to other City parks and working on the grading. The plan called for grandstands, dugouts, lights, a perimeter fence, and the relocation of the City drainage ditch to allow for field expansion.

The field was ready for play 6 weeks after construction began and the grandstands were completed the summer after. The diamond was officially named Bower Field during the 1940 season opener in honor of the Alliance parks superintendent, John Bower. It was renamed in 1986 to Bower Shankland to honor Richard Shankland and his contribution to baseball in Alliance.

The ballfield is located at 2nd Street and Mississippi Avenue and consists of a 3900ft² grandstand, a 435' x 145' gravel off street parking lot, concession stands, restrooms, a perimeter fence, and underground irrigation. The irrigation system was replaced in 2015 and was extended into the curb strip along East 2nd Street. There was additional landscaping installed in the right of way at the same time to improve the appearance of the park from the street.

Portions of the perimeter fence were replaced in 2018 but some sections remain dilapidated and are in need of replacement. The park is not served by any pedestrian sidewalks and is not connected to the City trail system. This park should have sidewalks and a pedestrian entrance installed and connected to the trail system at such time it is extended south from the Bandshell Block.

The grandstands have undergone alterations such as the addition of an ADA ramp on the west side of the main seating area as well as upgrades and rehabilitation of some the original construction. In 2014, the City of Alliance collaborated with the Legion organization to replace the existing chain link backstop with a suspended net backstop system.

Surrounding the grandstands, there are elevation changes and retaining walls to protect the seating area, which is partially sunken behind home plate. These retaining walls need to be reinforced and partially redesigned to better control erosion on the perimeter of the grandstands.

The condition and maintenance of the parking lot is a challenge for the City. Staff continually adjusts the grade of the parking lot to alleviate flooding onto the field and into the storage building located by the entrance gates. This parking lot is used to dump snow collected from the wind rows formed when plowing Box Butte Avenue and 3rd Street during the winter. The use of heavy snow equipment as well as the melting of large amounts of snow each spring cause continual maintenance challenges in the parking lot. The parking lot should be surveyed and graded to reduce the amount of flooding and erosion.

The condition of the surrounding property, especially across the alley, detracts from the appearance of the facility. Private property west of the parking area is cluttered with rubbish and useless vegetation is being allowed to grow the length of the alley. Increased code enforcement would be beneficial to improve the aesthetic appeal in the area surrounding the ballpark.

Burlington Ballfields

Burlington Ballfield is a 2.5 acre park located at the intersection of West 6th Street and Dakota Avenue. The property was donated to the City in 1948 as part of the development of the "west side ballfields." The park consists of a soccer field, a little league baseball diamond, 3 dugouts, a concession stand, and fencing.

Central Park Tennis Courts

Central Park expanded south to 7th Street in 1919 when the City determined it was cheaper to own the property than provide storm drainage for development. A tourist camp for motorists was opened by the City on

the portion of the park between East 9th and 8th Streets in 1921. The City moved a building from Antioch and another from Bronco Lake to add accommodations such as restrooms, a shelter, and showers. The camp was considered too small, was not well maintained, and closed in 1927.

In 1931, the north half of the old camp was converted to paved tennis courts and the south half into a playground. The playground was converted to paved tennis courts in 1956 including a curb and gutter rim around the newly paved portion that was designed to be flooded during the winter for ice-skating.

This part of central park is approximately 1 acre and is still used for tennis, pickle-ball, and basketball courts. They were recently rehabilitated to extend their useful life. The City trail runs adjacent to the courts along the west side of the property and access is excellent. The block retaining wall and drainage ditch should be monitored for deterioration and repaired as necessary.

Hal Murray Softball Complex

The Hal Murray Softball Complex is a four field sporting complex located one block east of Cody Avenue between West 4th and West 6th Streets. The complex is named after Hal Murray, an umpire, coach, and instrumental figure in Alliance in the 1980's and 90's. The fields were constructed in 1985 and the concession stand building was constructed in 1987. A second story was added to the concession stand building in 1996 for score-keeping. It is a 2000ft² block and mortar building that houses the concession stands, restrooms, electric, irrigation, score keeping, and field maintenance equipment.

Despite its location, the complex is relatively isolated from the rest of the City. Vehicle transportation to the complex is served by West 4th Street, which was not developed to City Standards. The road surface consists of packed asphalt fines and lacks curb, gutter, and drainage. A 24" storm sewer was installed in the right of way for West 4th Street in 1977 during the construction of Hiles Addition but the pipe is not utilized to drain 4th Street itself.

West 6th Street borders the property to the northwest but is also undeveloped. Howard Avenue is located at the southeast corner of the complex but is undeveloped and neighboring landowners have fenced the right of way in as their own property. A sidewalk and pedestrian underpass that runs under the railroad tracks was paved along the north property line of the softball complex property in 1987. This serves as the only pedestrian access to the complex.

The addition of roofs over the dugouts on Fields A, C, and D would improve the usefulness of the complex as sanctioned events often require covers over dugouts to protect players from stray foul balls. Only Field B currently has enclosed dug out areas. The lighting is original, is damaged by hail, and should be replaced. Modern lighting will require far fewer poles and fixtures, will use less electricity, and provide better light for the fields.

The parking area is not well defined and should be improved with better grading and surface material. There is a site plan showing grading and parking lot improvements that was drawn at the same time the original construction drawings were, but it appears these plans weren't completed. West 4th street should be paved to City Standards and another entrance/exit to the property should be developed in case of an emergency. Sidewalks should be installed to the complex. They should be placed adjacent to West 4th Street when it's paved and another extended from the north pedestrian underpass to the complex itself.

Sudman Baseball Fields
The Sudman Baseball Fields are located between Cheyenne and Box Butte Avenues south of 18th Street. They were constructed in 1975 and named after Clyde Sudman. Clyde was a champion of the project and donated much of his own time and money to it. There are two baseball diamonds in this complex. Each field is a different size to cater to children of different skill levels. The complex is in relatively good condition. This facility lacks off street parking other than what is available at the old pool location. The west and north sides of this block lack sidewalk so people must walk in the street to access the park. The City should pave the sidewalk and repave the old pool parking lot to help alleviate some of the on street parking and traffic problems.

Sudman Block Tennis Courts
The tennis courts located at 102 West 16th Street were paved in 1980 and were intended to replace the courts in Central Park. They were resurfaced in 2010 but the repairs deteriorated quickly to the point the courts were no longer usable. The City rehabilitated the tennis courts in Central Park and are in the process of repaving these courts with complete removal of the old surface and the utilization of post-tension concrete to aid with the poor subsurface soil conditions.

Swimming Pool
The swimming pool at 1603 Cheyenne Avenue was constructed in 1969 and was replaced in 2003 by the Big Blue Bay. The bathhouse and pool were demolished but the parking lot remains. It is currently used for dirt and gravel storage and is in very poor condition. It is also used as overflow parking for the Alliance High School and the Sudman Baseball Fields. The current condition of the parking lot detracts from area and should either be resurfaced or removed.

CB&Q #719 Locomotive
CB&Q #719 was built in 1903 in Havelock, Nebraska and was donated to the citizens of Alliance in April of 1962. It was moved from 3 different locations before being displayed at the southwest corner of the intersection of Box Butte Avenue and 18th Street in 1981. It was cosmetically restored in 1980 by the BN Employees Club and the Railroad Veterans Club at no cost to the City. A restored caboose was added to the display by the City in 1991. The locomotive is unfenced, uncovered, and open to the elements. It is in very poor condition and pieces of the locomotive are being stolen. The City should encourage local philanthropic groups to provide labor, cosmetically restore the locomotive, and possibly add a decorative fence to keep more of the locomotive from being stolen.

Parks Master Plan
Additional goals, details, and improvements beyond those covered in the City Comprehensive Plan are found in the Comprehensive Parks Master Plan prepared in 1998-1999. The Parks Plan goes into much greater detail than is found here and it, as well as any amendments or changes thereto, are included as if adopted as part of the City Comprehensive Plan.

Parks Assessed

Bower Baseball Field

Bandshell Park

Burlington Northern Park

Bower Park

Bower Park

Bandshell Park

Parks Assessed

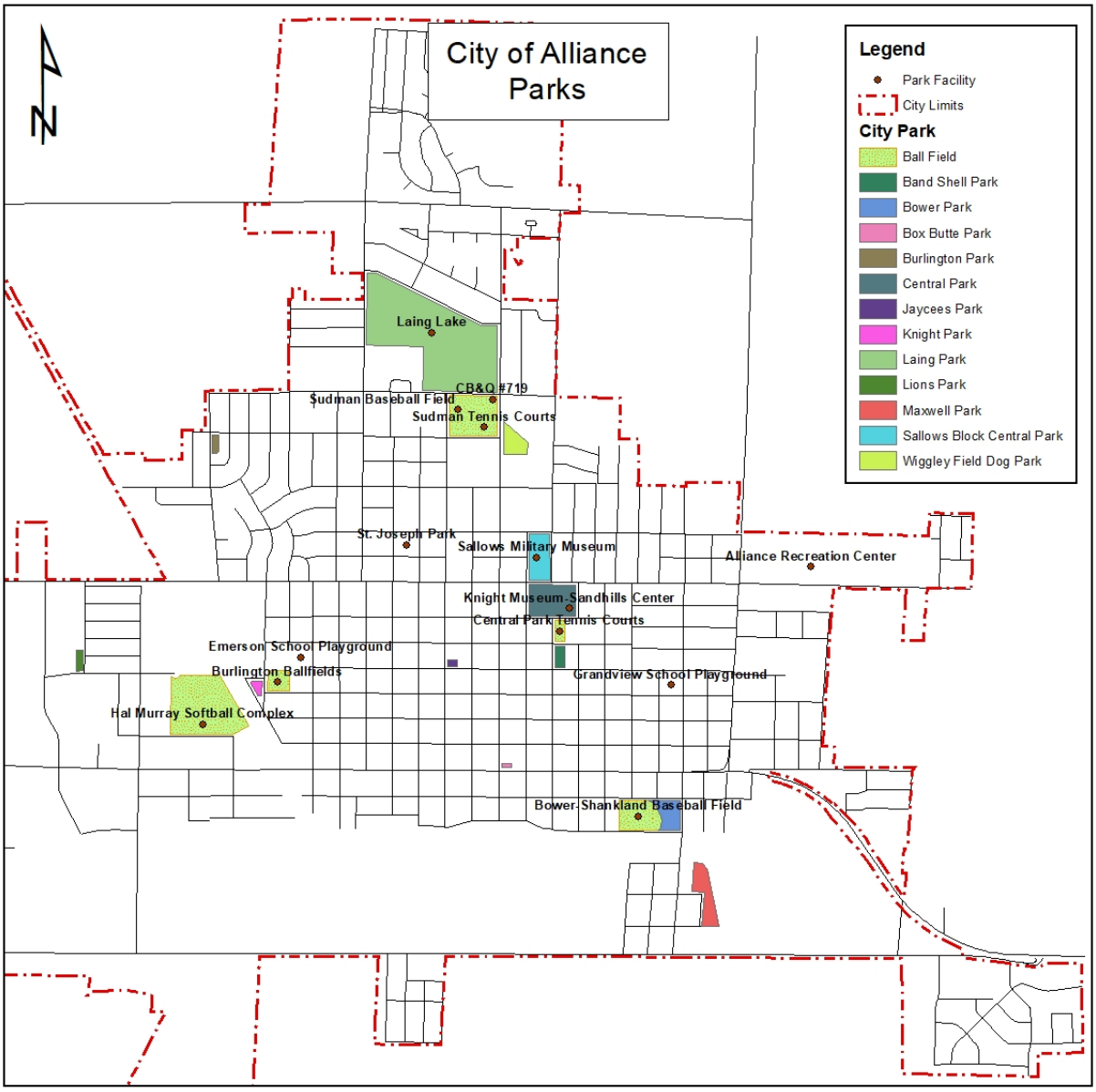


Fig. PF3

UTILITIES

Sanitary Sewer

The City began installing sanitary sewer main in 1910 after public complaints of the foul odors present in the City particularly during summer months. The original system consisted of 32,000 feet of sewer main and a large leach field located at corner of Flack Avenue and Iowa Street. In 1928 the State condemned the leach field and the City started looking for alternative methods of disposing of its sewage. In 1930 the City purchased a section of land 3.5 miles east and 2.5 miles south of current City Limits and constructed 6 miles of 18" sewer outfall to the lake. A lift station was built in place of the leach field to pump the sewage uphill until gravity could carry the effluent to the lake.

Collection:
The sanitary sewer system consists of approximately 66 miles of sewer main and outfall line ranging in the date of installation from 1910 to 2019.

Sewermain:

The City has "cured in place" lined approximately 47,500 feet of sanitary sewer to extend its useful life. The City cleans its sanitary sewer system once a year and cleans historically known trouble spots twice a year.

All of the City is served by sanitary sewer except for the West Plains Grain and Railroad annexations as well as most of the City's Extraterritorial Zoning Jurisdiction. There are not any plans to extend the sanitary sewer system beyond its current limits but extensions should be considered based on proposed future land use and annexation.

The City is served by two outfall sewer lines carrying sanitary sewer effluent from the City to the sewer lagoons. One is an 18" line installed in 1930 and the other is a 27" line installed in 1985. The 27" line is used as the primary outfall and the 18" line is a backup. They are tied together by 4 equalization boxes located between the City and the lagoon. In the situation where an outfall line plugs, the sewage will cross over through one of these equalization boxes to the other line. The airport outfall is an 18" pipe installed in 1942 as part of the U.S. Army Air Field. It is not connected to the City outfall lines but does empty into the City sewer lagoon.

Lift Stations:
The topography in and around Alliance does not provide the necessary grade for the gravity flow of all sanitary sewer main. Five lift stations are required to pump sewage uphill to a point where gravity can take over.

"A Station" is the largest lift station and collects sewage from all of the City except Homestead Addition and the Industrial Park. This includes the effluent from "B Station" and "C Station." It pumps approximately XX gallons of sewage a day and has a design capacity of XX gallons per day. The current lift station was built in 2022 and replaced one built in 1968. The building for the old lift station continues to provide

Main Diameter in Inches	Feet	Miles
6	1870	0.35
8	189,024	35.8
10	48,292	9.1
12	9459	1.8
15	13,104	2.5
18	58,439	11.1
27	26,660	5.1
Total	346,846	65.75

Fig. PF-4

shelter for the auxiliary power unit for the new lift station.

"B Station" was built in 1968 and pumps sewage collected generally from the northwest part of town south of 18th Street and west of Black Hills Avenue. It pumps an average of XX gallons of waste per day and has a capacity of XX gallons per day. It does not have an auxiliary power unit; however, in the event of an outage, flow from this lift station does not create a problem for XX hours. It was rehabilitated in 2018-2019 with new pumps, valves, and control equipment.

"C Station" was built in 1968 and pumps sewage collected generally from the part of town north of 16th Street. It pumps an average of XX gallons of waste per day and has a capacity of XX gallons per day. The auxiliary power unit is located in the same building as the control panel. C Station was rehabilitated in 2018-2019 with larger pumps, valves, and control equipment.

This new equipment has shown to be a problem for the existing APU. The APU was designed for the electrical draw of the pumps and equipment that were installed in 1968. Currently, when both pumps run simultaneously, the APU may stall out leaving the lift station without power. In the event of a power outage, backed up flow from this lift station starts creating problems within XX hours.

"D Station" was built in 1977 and collects sewage from Homestead Addition. It pumps an average of XX gallons per day and has a capacity of XX gallons per day. The auxiliary power unit is in the same building as the control panel.

"E Station" was built in 2005 and collects sewage from the east half of the Alliance Industrial Park. It pumps XX gallons of sewage per day and has a capacity of XX gallons per day. It does not have an auxiliary power unit. In the event of a power outage, backed up flow from this lift station would not create problems for at least XX hours.

The airport lift station was built in 1994 to replace a World War II era lift station constructed in 1942. It pumps approximately XX gallons per day and has a capacity of XX gallons per day. The pumps were replaced in XXXX? It does not have an auxiliary power unit. In the event of a power outage, backed up flow from this lift station would not create problems for at least XX hours.

Sewer Lagoon
The outfall sewer main carries effluent from the City and Airport to sewer lagoons located 3.5 miles east and 2.5 miles south of the City. The primary sewer lagoon is 122 acres with additional capacity in Lake 3, which is 36 acres. Lake 3 is generally unused and requires a minimum 24-hour notice to the landowner that the City will be sending sewage to it. The primary lake is supplemented by a land application system that pumps water out of the sewer lagoon and applies it to grassland via two circle pivots located to its west. The land application system was built in 1987. The pivots were replaced in 2013 and the sump inlet valve in 2022.

Water
The first water main in Alliance was constructed in 1894 after a series of fires destroyed much of the central business area. The original water system was generally located along a four-block strip centered on Box Butte Avenue from First Street to Eighth Street. There was a 100' tall standpipe at 8th and Box Butte Avenue for pressure and water storage. Some of this system is still in use.

Distribution:
The City maintains approximately 76 miles of water main ranging in installation date from 1894 to 2017. The City has been replacing old, undersized, and problem water main as far back as 1929 but the pace increased in later years with approximately 80,560 feet being replaced since 1990. Pressure is good throughout the system and varies from 60 psi to 75 psi depending on location and time of day.

Watermain Installation Era

Decade Installed	Amount (feet)	Percent of System
1890's	7,696	2
1900's	4,695	1
1910's	28,356	7
1920's	21,848	5
1930's	10,536	3
1940's	47,783	12
1950's	24,307	6
1960's	29,697	7
1970's	114,785	29
1980's	31,755	8
1990's	35,697	9
2000's	33,887	8
2010's	10,976	3

Fig. PF-5

Watermain Size

Decade Installed	Amount (feet)	Percent of System
1890's	7,696	2
1900's	4,695	1
1910's	28,356	7
1920's	21,848	5
1930's	10,536	3
1940's	47,783	12
1950's	24,307	6
1960's	29,697	7
1970's	114,785	29
1980's	31,755	8
1990's	35,697	9
2000's	33,887	8
2010's	10,976	3

Fig. PF-6

Wells:
The City has 11 wells, 7 of which are located in the wellfield 1 mile west of town and 4 are located in the City. There is a combined pumping capacity of 8.3 million gallons per day (mgd). This is down from a pumping capacity of 11.2 mgd as calculated in the 2009 Comprehensive Plan.

Wellfield: Well 1 was drilled in 1998 to a depth of 385 feet and has a capacity of 1.66 mgd. Well 2 was drilled in 1998 to a depth of 395 feet and has a capacity of 1 mgd but it must be blended with another well to keep arsenic levels below federal limits. Well 3 was drilled in 1998 to a depth of 405 feet and has a capacity of 1 mgd. Well 4 was drilled in 1998 to a depth of 425 feet and has a capacity of 1 mgd. Well 5 was drilled in 2006 to a depth of 421 feet and has a capacity of .68 mgd. Well 6 was drilled in 2006 to a depth of 391 feet and has a capacity of .68 mgd.

Well 7 was drilled in 2010 and has a capacity of .86 mgd.

City: Burnham Well was drilled in 1997 to a depth of 440 feet, has a pumping level of 260 feet, and daily pumping capacity of .86 mgd. Static water level at the time of drilling was 88 feet. 18th and Colorado Well was drilled in 2010 to a depth of 445 feet, has a pumping level of 266.6 feet, and a daily pumping capacity limited to .86 mgd.

Well Pumping Capacity

Well	Year Drilled	Depth (feet)	Pumping Level (feet)	Original Static Water Level (feet)	Current Static Water Level (feet)	Designed Capacity (gpm)	Observed Capacity (gpm)
Well 1	1998	385				1150	
Well 2*	1998	395				700	
Well 3	1998	405				700	
Well 4	1998	425				700	
Well 5	2006	421	258	90		475	
Well 6	2006	421	228	90		475	
Well 7	2011					600	
25th & Toluca	1993	445	320	60		500	
Burnham Treatment	1997	440	260	88		600	600
18th & Colorado Treatment	2010	445	266.6	114		600	600
Elkhorn Treatment	2010	425	237.7	89		600	600

Total Designed Capacity: 7,100 gpm or 10.2 mgd
Firm Capacity: 5,950 gpm or 8.6 mgd
Observed Capacity:
Observed Firm Capacity:
Average Daily Demand:
Peak Demand:

Fig. PF-7

Storage:
The current total storage capacity for the City of Alliance is 2.5 million gallons. West 3rd Street water tower was built in 1999 and has a capacity of 1 million gallons. It was last repainted in 2018? and is in excellent condition. Elkhorn water tower was built in 1968 and has a capacity of 750,000 gallons. It was last repainted in 2010 and is in very good condition. Toluca water tower was built in 1936 and has a capacity of 250,000 gallons. It was last repainted in 2007 and is in good condition.

The Big Horn underground reservoir was built in 1916 and has a capacity of 500,000 gallons. It was last drained for maintenance in 2018 at which time it was cleaned and coated. It is in good condition. The pump station for the underground reservoir was built in 1985 and is in good condition. This pump station also houses the water Supervisory Control and Data Acquisition (SCADA) system that monitors and controls the City water storage and wells.

Quality:
The quality of water in Alliance is very good. It is naturally fluoridated and is considered very hard. The City has treatment plants at Burnham, 18th and Colorado, and Elkhorn well sites to reduce the amount of arsenic in the well water before it is pumped into the system. The west wellfield has a chlorine injection station at the northeast corner of the property to pump chlorine into the transmission main that carries water from the wellfield to the City. The treatment plants and chlorine injection station were all constructed between 2009-2010.

Transportation

Long Range Transportation Plan Introduced

This chapter of the Comprehensive Plan documents the Long Range Transportation Plan (LRTP) for the City of Alliance. The LRTP evaluates both existing and future transportation needs in the City of Alliance along with recommended transportation improvements. The LRTP provides guidance for the City of Alliance regarding short, mid, and long-term projects to implement as growth and/or development occurs. The transportation planning component of this plan is from the 2009 LRTP which included the development of a computerized, GIS-based transportation model to assist with the evaluation of future transportation needs in the Alliance area.

Due to downward population trends, current traffic patterns, and a lack of major land developments over the past decade, this model is still mostly applicable. The transportation model was developed in accordance with Nebraska Department of Roads (NDOR) guidelines and included consultation with NDOR staff. This model is based upon the land use components of the Comprehensive Plan and can be updated and modified in future years so that on-going transportation planning can be conducted efficiently.

Definitions

- **Urban Principal Arterials** include major state highways and are intended to move large volumes of high-speed, through traffic. These roadways also serve as primary circulation routes for local traffic. While the movement of traffic is their primary function, these roadways do provide some direct access to adjacent properties and, in some areas such as in the central business district (CBD), include on-street parking.

- **Urban Minor Arterials and Collectors** from the remainder of the City's primary roadway network, serving relatively large volumes of traffic and providing connections to major destinations within the City as well as the State Highway System. The movement of traffic is again a primary function of these roadways as traffic moves between major activity centers, however increasing levels of direct property access are provided. Direct property access and on-street parking should be limited to the extent possible on all roadways classified as collector or higher.

- **Local Roadways** round out the functional classification system providing direct access to adjacent properties and serving lower traffic volumes and shorter trip lengths.

- **Roadway functional classification** describes how a particular roadway is intended to function with respect to capacity, speed, mobility, and level of access provided. Higher functional classifications typically provide greater capacity, higher speeds, and limited access as compared to lower functional classifications.

- **Level of Service (LOS)** at signaled and unsignalled intersections is defined in terms of control delay. Control delay includes initial deceleration, queue move-up time, stopped delay, and final acceleration delay. The amount of delay is assigned a letter grade A through F, with LOS A representing little or no delay and LOS F representing congested conditions. Level of service C or D operation is typically considered acceptable in most areas.

- **Complete streets** are streets that are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders. People of all ages and abilities are able to safely move along and across streets in the community, regardless of how they are traveling.

- **The roadway network** serves several purposes in transportation system analysis. First, it is an inventory of the existing transportation system. It is the physical status of the highway system for present and future years. Second, the network is used in traffic modeling to estimate the highway travel impedance between zones in the region, which is the driving time and roadway distance between different areas of the study area. Third, the roadway network is used to simulate automobile travel and estimate associated impacts, such as Vehicle-Miles-Traveled (VMT), Vehicle-Hours-Traveled (VHT) and congestion.

Transportation System

In addition to the specific roadway improvement recommendations provided herein, the following general transportation system policies should be enforced:

- **Complete Streets** should be implemented to accommodate users of all abilities and transportation modes, especially in areas of new development. A network of cycling routes should be implemented throughout existing neighborhoods and sidewalk to sidewalk and sidewalk to trail connections should be completed so as to avoid gaps in service. Other safety measures, such as increased pathway lighting, bus turnouts, signs, signals, etc. should be installed as an aspect of all roadway projects. Compliance with ADA requirements is paramount.

- **Corridor preservation** should be a priority for all future roadways classified as collector or above to ensure adequate right-of-way is reserved for future roadway construction and/or widening. Typically, 80-100 feet of right-of-way should be preserved for arterial roadways and 60-800 feet of right-of-way for collector roadways. This will provide adequate width for the roadway, sidewalks/trails, utilities, and green space. Additional right-of-way may be required on the approaches of major intersections for additional turning lanes or to accommodate roundabout designs.

- **Access management** should be a priority along all non-residential roadways. Every effort should be taken to improve existing access management deficiencies. Refer to the Access Management section of this chapter for specific access management recommendations.

- **A continuous collector roadway** network should be developed to supplement the arterial roadway system. In undeveloped areas, a collector roadway master plan should be developed to ensure dedication of right-of-way when development occurs and the ability to maintain continuity throughout the community. It is critical that a planned roadway system is envisioned prior to development so that it may guide development, rather than the roadway system being implemented in a piecemeal fashion as individual developments are planned and constructed. Dead-end roadways should be prohibited, and perimeter roads constructed as part of all types of development.

- **Traffic signals** may be warranted at additional intersections in Alliance based on projected future traffic volumes. It is important to keep in mind that signalization typically increases overall traffic delay at an intersection and may also increase the accident rate or frequency of certain types of accidents. A thorough traffic signal warrant evaluation, in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) should be conducted prior making decisions regarding future traffic signal needs.

- **Roundabouts** are an excellent alternative to traditional forms of traffic control (i.e., two-way stop, four-way stop, and traffic signals). For similar traffic conditions, roundabouts typically offer greater capacity and substantially fewer accidents. It is recommended that roundabouts be considered first, as appropriate, for future intersections where 4-way stop control or signalization is being considered. Roundabouts would likely work well for the volume conditions existing or projected for many intersections in Alliance, although further studies would be required to evaluate deficiencies and improvement opportunities at specific intersection locations.

A primary purpose of the existing conditions analysis was to establish baseline transportation conditions in the City of Alliance. Elements of the existing conditions analysis were also used for the transportation model development task as well as to identify transportation improvements that will be included in the recommended LRTP.

The existing conditions analysis included data collection, safety analyses, traffic operations analyses for selected intersections, and circulation analyses based on review of available information and field review of the City roadway network. The existing conditions analysis included operational analysis for the morning and evening peak hours for selected intersection locations and a review of high crash locations based on information provided by the City.

Certain Summaries, Exhibits and Figures are included hereafter for reference, however for more detailed information, please refer to the 2009 Long Range Transportation Plan.

The City of Alliance transportation system can be characterized as a grid network. Direct access to Alliance is provided by Nebraska Highway 2, Nebraska Highway 87, and US 385. Additional primary North/ South roadways include Cody Avenue, Buchfinck Avenue, Emerson Avenue, Box Butte Avenue, and Flack/Hwy 87.

Primary East/West roadways include Kansas, 3rd/Hwy 2, 8th, 10th, 18th and 25th Streets. All roadways within the City of Alliance are two-lane roadways with the exceptions of Box Butte Avenue which has a four-lane roadway section from 6th to 10th Street, and 3rd Street which has three-lane and five-lane roadway sections between Flack Avenue and US 385.

The existing street network and functional classification system defined for the City of Alliance is shown in Figure 1. The existing functional classification system in Alliance includes Urban Principal Arterials, Urban Minor Arterials, Urban Collectors, and Local Roadways.

There are four signalized intersections in the City of Alliance at the intersections of 3rd Street/Cody Avenue, 3rd Street/Laramie Avenue, 3rd Street/Box Butte Avenue, 10th Street/Box Butte Avenue.

All-Way Stop controlled intersections are located at the intersections of 7th Street/Potash Avenue, 8th Street/Black Hills Avenue, 10th Street/Colorado Avenue, 12th Street/Laramie Avenue, and 14th Street/Box Butte Avenue. Other intersections are either stop controlled (typically two-way stop) or uncontrolled (no stop signs). Existing roadway characteristics are illustrated in Figures 2 through 6. Daily volumes along Highway 2 range from 2,000 – 4,000 vehicles per day (vpd) on the East and West edge of the City to nearly 11,500 vpd in the downtown area.

Daily volumes on the other collector and arterial roadways in Alliance range from as low as 980 vpd on Kansas Street to 4,000 – 6,000 vpd on portions of Box Butte Avenue, Flack Avenue and 10th Street. Daily volumes on other local streets (not illustrated in Figure 5) are typically less than 500 – 1000 vpd. Existing peak hour turning movement volumes are shown in Figure 7. Typical roadway capacities can be found in Table 1.

Table 1: Roadway Link Capacities

Type of Roadway	Directional Daily Capacity (Vehicles/lane/day) (Level of Service E)
Urban Principal Arterial	11,500
Urban Minor Arterial	8,400
Urban Collector	6,700
Other Network Roadway	3,350

Figure 1: Existing Functional Classification of Roadways

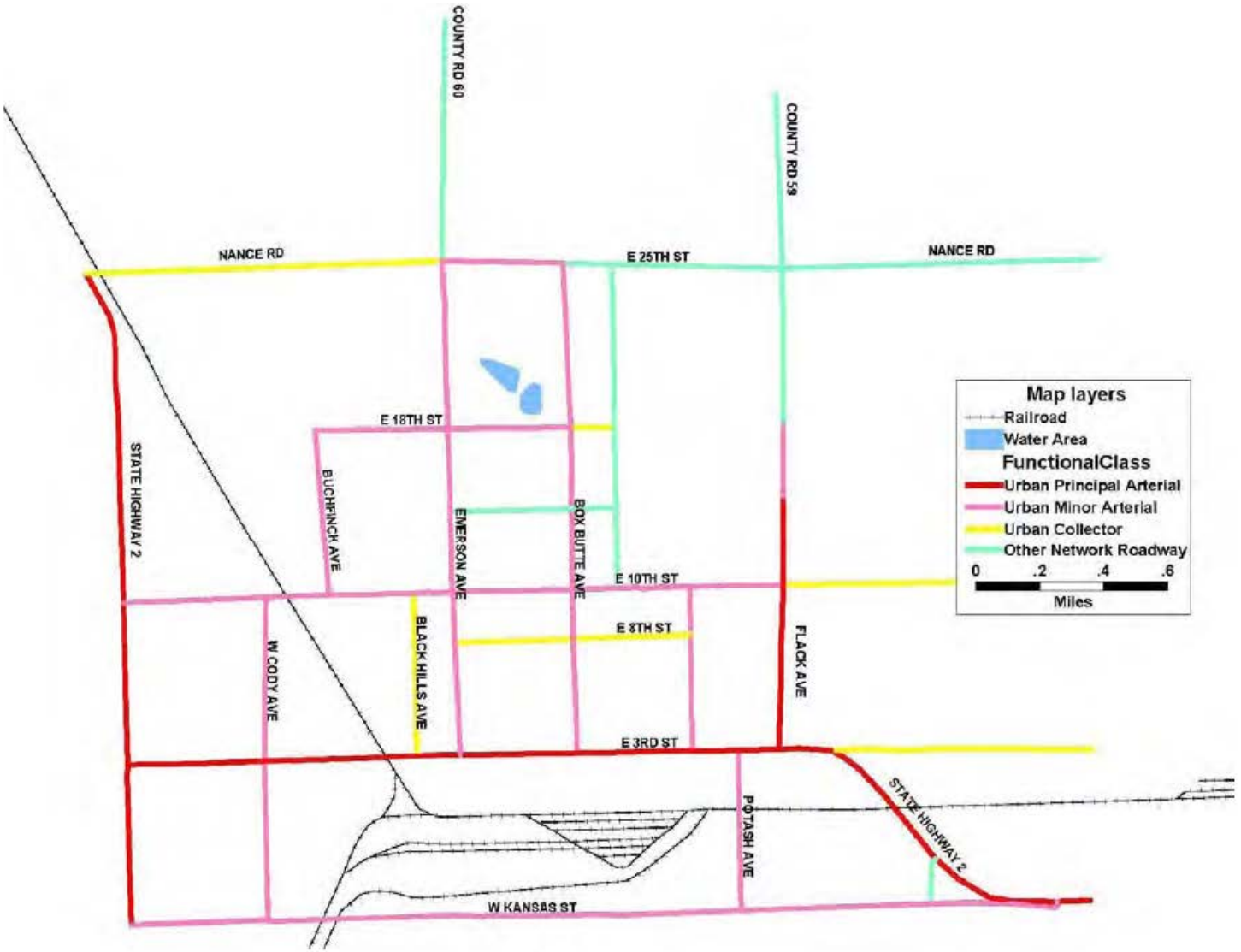


Figure 2: Roadway Speed Limits

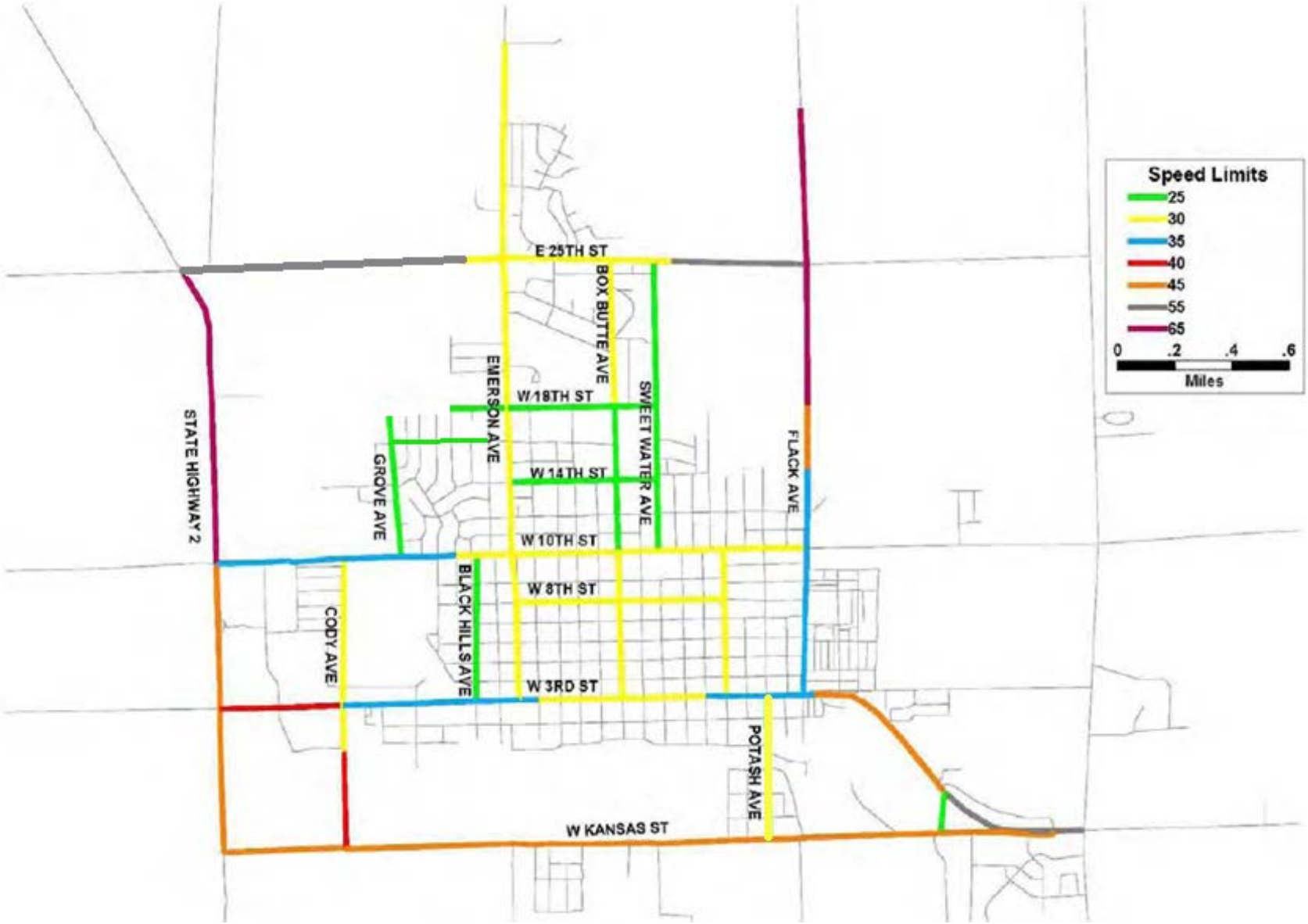


Figure 3: Number of Lanes

Figure 4: Parking Characteristics

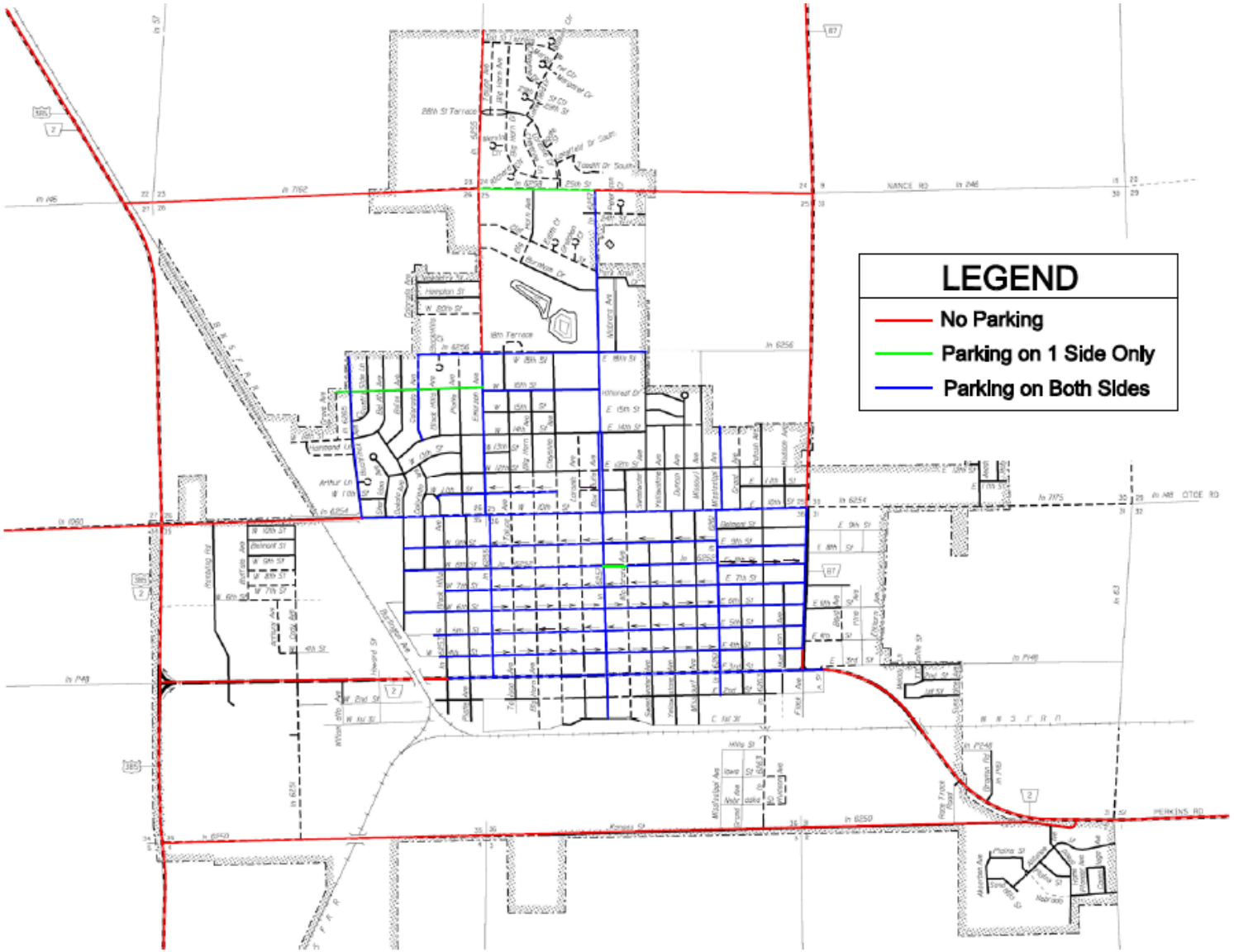


Figure 5: Sidewalks

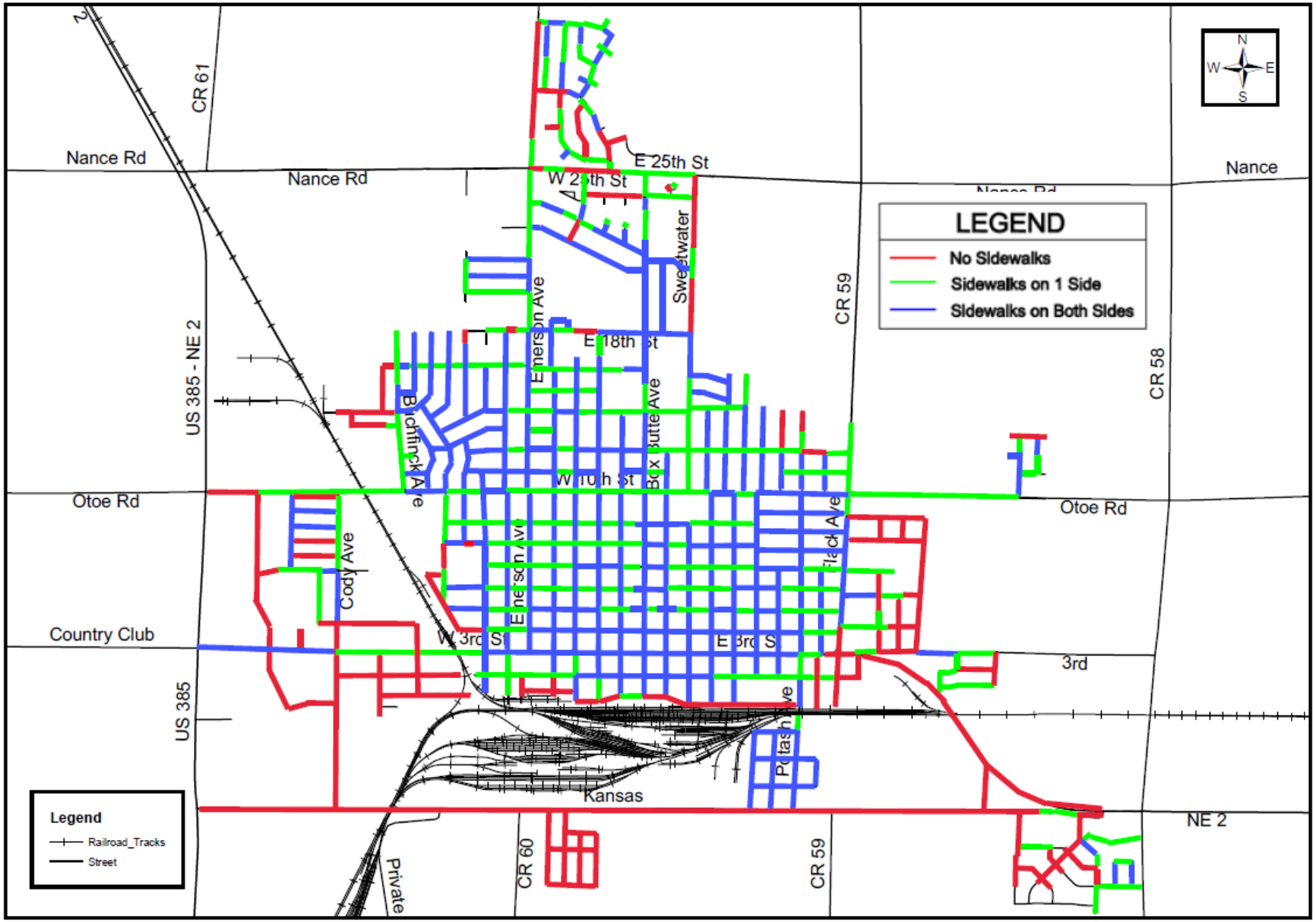


Figure 6: Paved/Unpaved Roadways

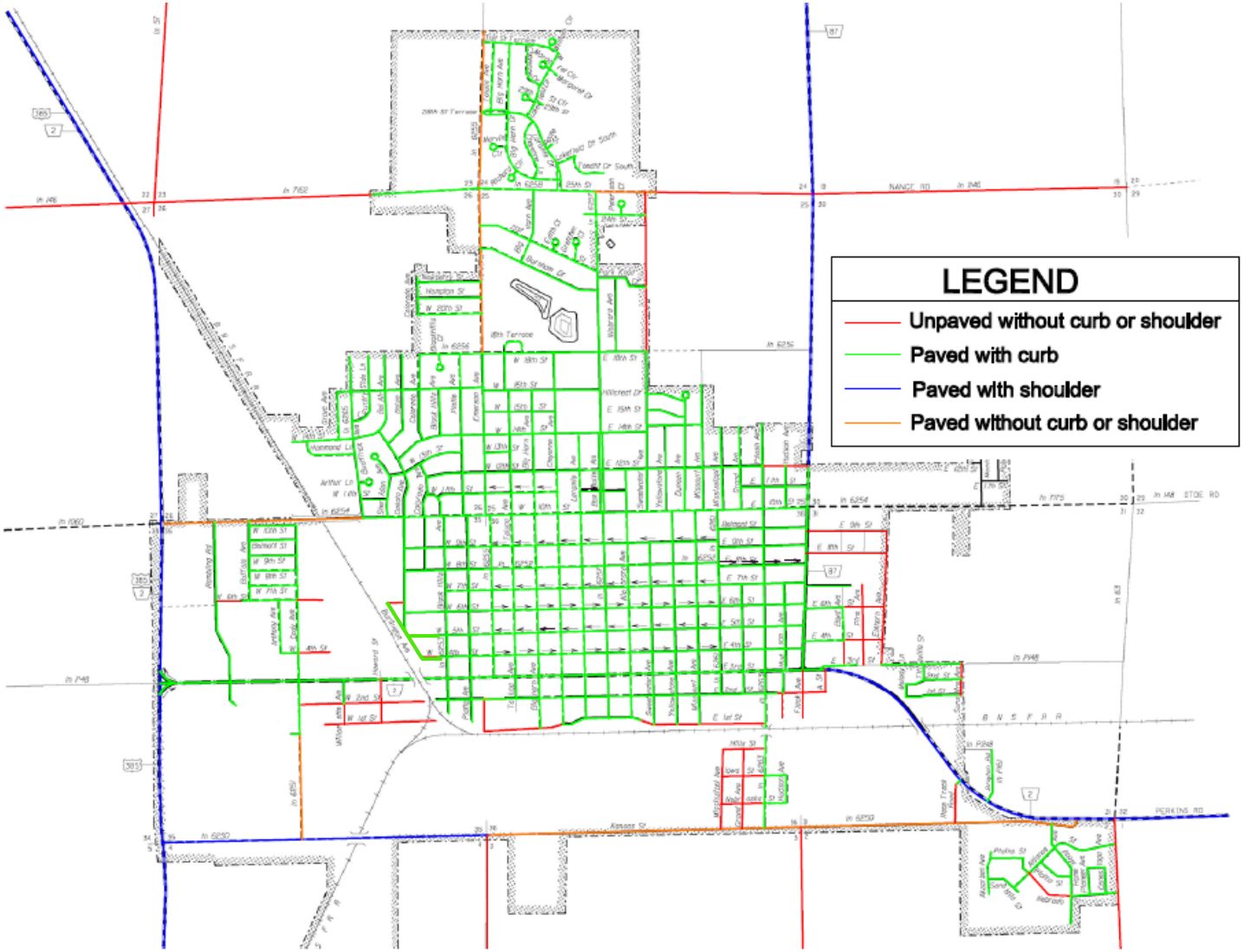
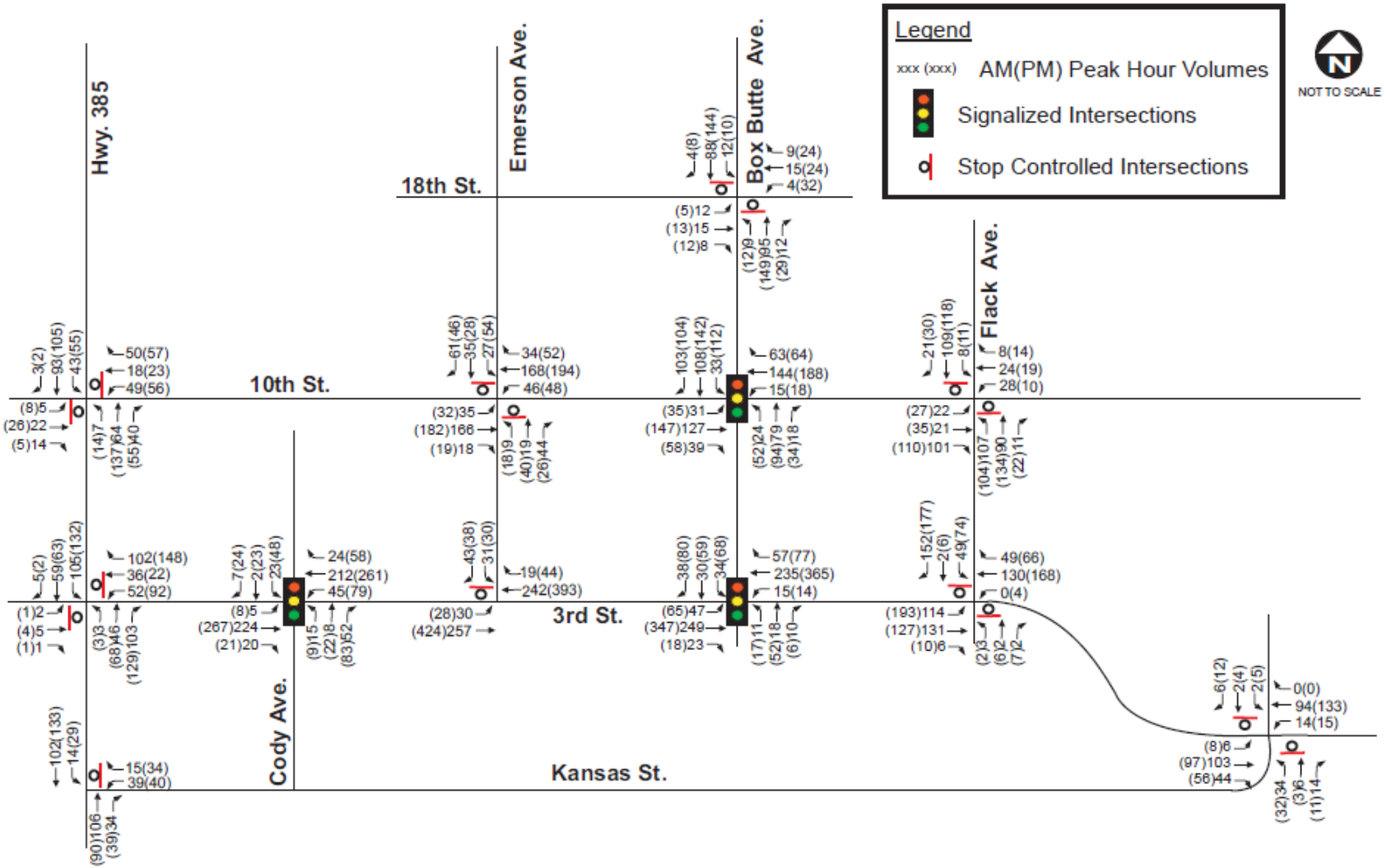


Figure 7: Existing Peak Hour Turning Movements



Safety Analysis

Crash Data was reviewed for intersections and roadway segments citywide to identify potential safety deficiencies that should be addressed as part of the transportation plan. From the data, crash rate calculations were performed to compare locations with higher frequencies with statewide data from similar facilities. While there were not large safety concerns due to the rates, the results of the safety analysis revealed that six intersections and roadway segments have crash rates higher than statewide average crash rates for similar intersection and/or roadway facility-types. Intersections and roadway segments with the highest crash rates in the City are summarized in Table 2.

Table 2: High Crash Rate Locations

Intersections	Roadway Segments
3rd Street and Rambling Road	Box Butte Avenue – 3rd to 6th Streets
3rd Street and Cody Avenue	Box Butte Avenue – 6th to 10th Streets
8th Street and Emerson Avenue	Box Butte Avenue – 14th to 25th Streets
3rd Street and Potash Avenue	Box Butte Avenue – 10th to 14th Streets
3rd Street and Flack Avenue	Emerson Avenue – 3rd to 25th Street
3rd Street and Niobrara Avenue	3rd Street – Flack to Black Hills Avenues

In many instances, the high crash rates are likely not statistically significant and can be attributed to the low intersection or roadway segment volume, which can result in artificially high crash rates (even with low crash frequency). However, a field review was conducted for each potential high crash rate location to help identify field conditions or other contributing circumstances that may contribute to the crash history at these locations. In general, significant deficiencies or potential contributing circumstances were not identified during the field review. Potential strategies that were identified to improve safety at various locations include:

- Removal of sight distance restrictions such as trees and parked vehicles at unsignalized intersections.
- Evaluation of signal timing and phasing to ensure adequate capacity and progression between intersections.
- Evaluation of vehicle clearance intervals (yellow and all-red) at signalized intersections to ensure they are appropriate for each signalized intersection location.
- Potential conversion of angle parking options in the central business district.
- Removal of on-street parking on narrow streets to improve safety and capacity.
- Implement traffic calming features to reduce vehicle speeds and improve safety.
- Increase speed enforcement in key locations.

Level of service criteria for signalized and unsignalized intersections is summarized in **Table 3**.

Table 3: Level of Service Criteria (seconds/vehicle)

LOS	Signalized	Unsignalized
A	≤ 10	≤ 10
B	>10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	>35 and ≤ 55
F	> 80	> 55

Capacity analyses were conducted to assess existing operations during both the AM and PM peak hours at the twelve intersections listed below:

- Highway 2 and Kansas Street
- Highway 385 and Kansas Street
- Highway 385 and 3rd Street
- Highway 385 and 10th Street
- 3rd Street and Box Butte Avenue
- 3rd Street and Cody Avenue
- 3rd Street and Emerson Avenue
- 3rd Street and Flack Avenue
- 10th Street and Box Butte Avenue
- 10th Street and Emerson Avenue
- 10th Street and Flack Avenue
- 18th Street and Box Butte Avenue

Each of the intersections evaluated currently operates at a LOS B or better during both the AM and PM peak hour periods with all individual movements operating at a LOS C or better. Intersection lane configurations and level of service results for intersections evaluated are shown in **Figures 8** and **9**.

Circulation Analysis

In addition to the safety and traffic operations analysis results discussed above, other general circulation system characteristics were identified during the field review to be considered in the development of the City's Long Range Transportation Plan:

- Highway 2 (E 3rd Street) Access Management – Access is fairly well-restricted along 3rd Street at the present time. It will be important to maintain high levels of access control along 3rd Street as traffic volumes increase in the future to provide efficient traffic operations.
- One-way Street System – It is important to maintain roadway with along the East/West one-way street system where several parked cars can limit throughput of the street operations. Parking restrictions could be evaluated to improve flow along these segments.

Figure 8: Intersection Lane Geometrics

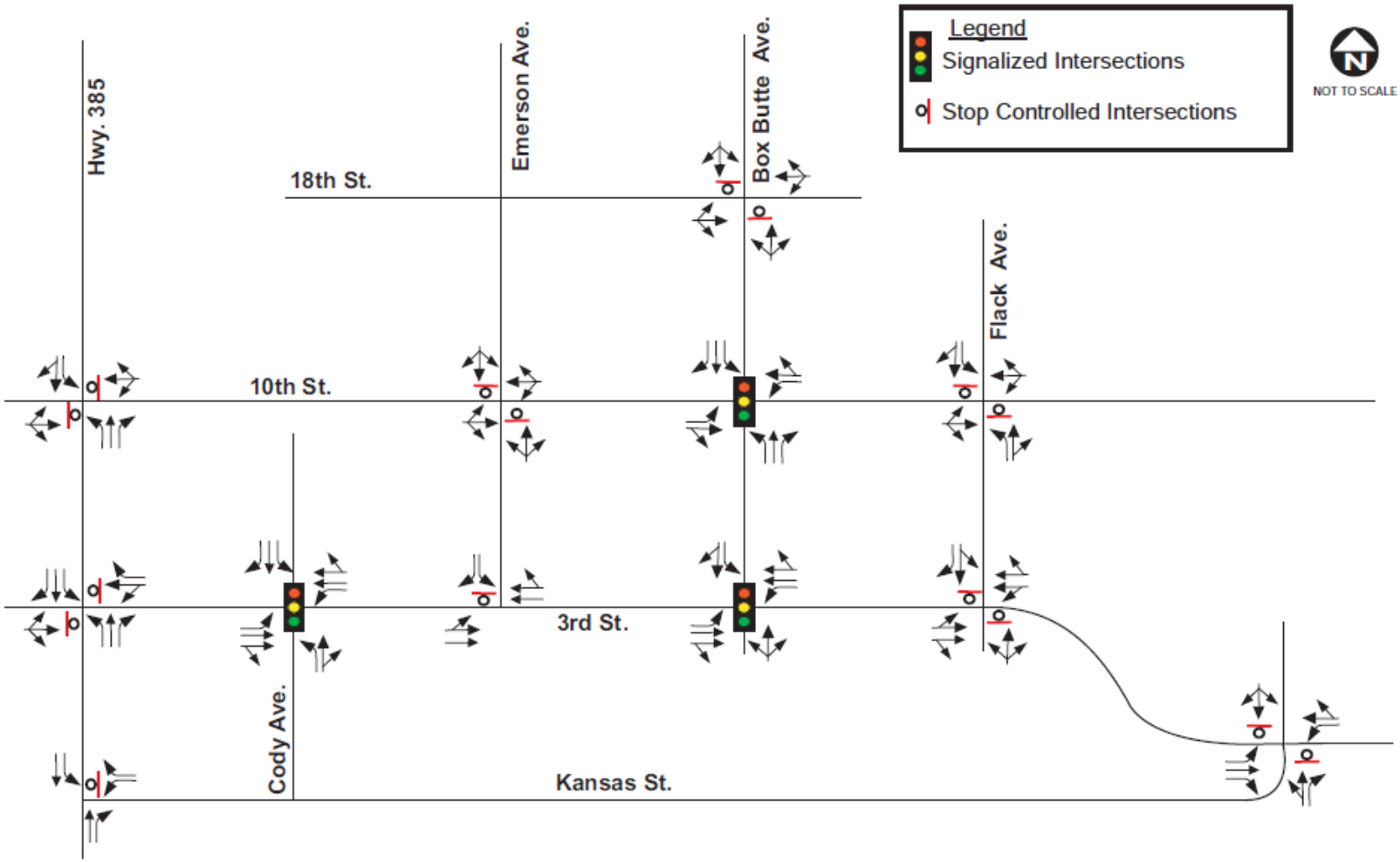
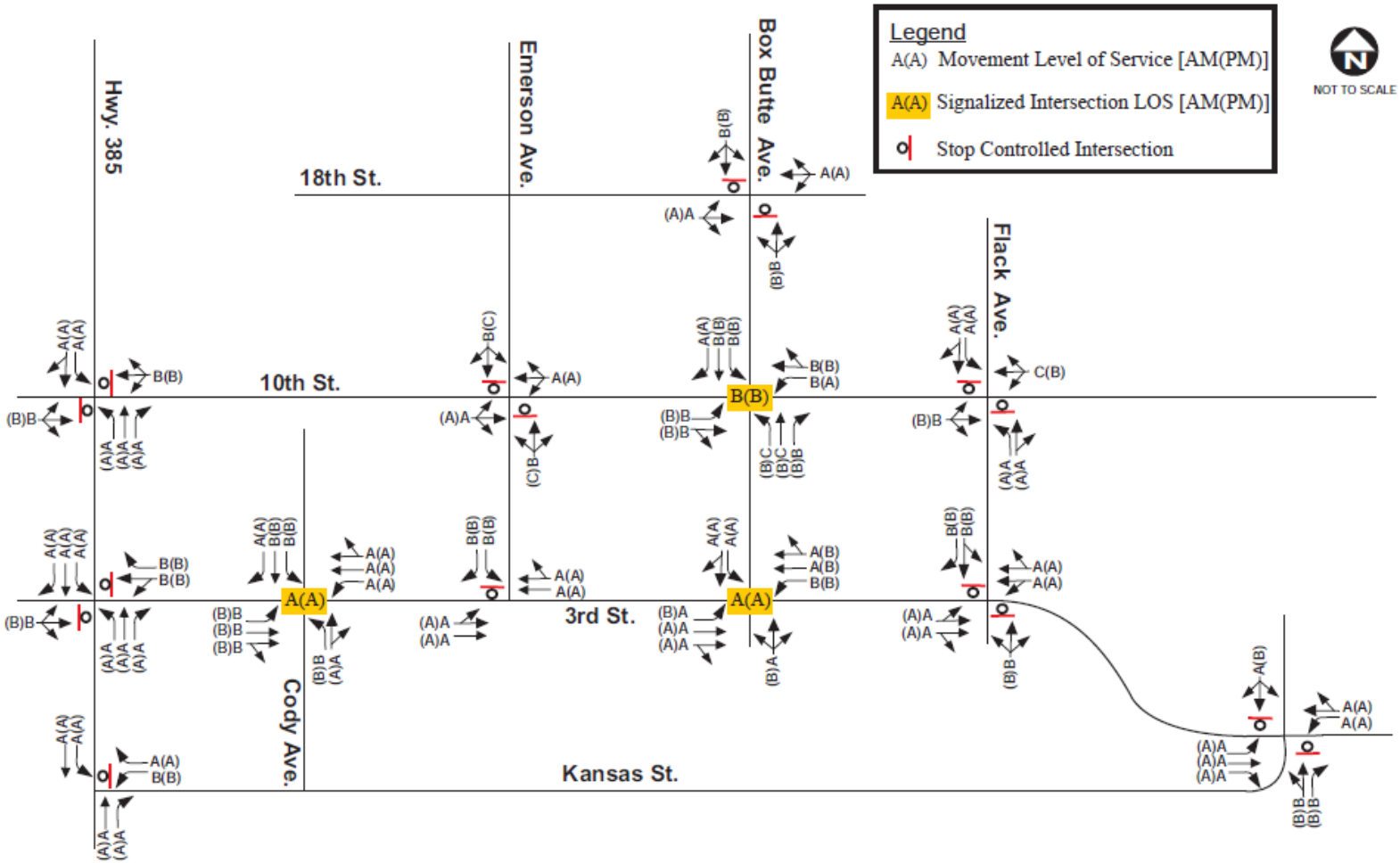


Figure 9: Intersection Capacity Analysis



Access Management

This section outlines recommended access management guidelines that should be implemented by the City of Alliance. Access management is characterized as the strategic provision of access along streets. It includes the systematic control of the location, spacing, design, and operation of street and driveway connections to a roadway. Access management should be a priority along all arterial and collector streets. These standards are applicable to new development and should be utilized for existing areas and roadways to the greatest extent practicable.

Traffic Signal Spacing
Future traffic signals on principal arterials should be planned for spacing at 1/2 - mile intervals. All other arterial roadways should allow for signalized intersection spacing at no less than 1/4 - mile intervals.

Median Break Spacing
Although Alliance does not currently have issues with divided roadways, guidelines for breaks in a median-divided roadway are provided for future reference as roadway types in Alliance may change over time. Median breaks, and allowances for them, are an important component of access management. The following guidelines should apply to the design and control of median breaks.

- No median breaks on arterial roadways should be allowed within 1,000 feet of a grade separation/interchange.

- Full median break access can be allowed where traffic signals, if installed at some point in the future, would be adequately spaced from adjacent traffic signals.

- Non-signalized median breaks on divided principal arterials should be spaced at 1/4 - mile intervals and 1/8 - mile intervals along other arterial roadways.

Private Driveways
A key access management issue is the location and type of access driveways on the street network. The guidelines listed below should be incorporated for all planned access drives. For existing driveways, consideration should be given to eliminate, consolidate and improve separation of drives to the extent possible. These guidelines will allow for safer and more efficient traffic flow.

- Direct driveway access should not be allowed on future principal arterial roadways. Driveways that may potentially produce traffic volumes that would warrant signalization shall be located to satisfy the traffic signal spacing requirements.

- Residential driveway access should not be allowed on arterial roadways and should be limited to the extent possible on contractor roadways.

- Non-residential driveway access should not be allowed within an intersection influence area. An intersection influence area is defined as within 500 feet of an intersection along an arterial roadway, and within 300 feet of an intersection along a collector roadway.

- Spacing between driveways should be kept at a minimum of 300 feet and preferably 400 feet.

Maintenance

Pavement represents one of the largest infrastructure investments for Alliance and must be maintained or risk the higher costs associated with complete replacement. The region's diverse climate and harsh weather conditions take a significant toll on our pavement's structural integrity. Weather factors such as heavy precipitation, snow, and ice can lead to pavement damage, including potholes, cracks, and surface irregularities.

One of the primary effects of weather on pavement is freeze-thaw cycles. In Nebraska the seasons are characterized by significant temperature fluctuations that cause the pavement to expand and contract. As a result, the pavement becomes vulnerable to cracking. Potholes occur when water seeps into cracks in the pavement, freezes, and expands, causing the pavement to break apart. Potholes are a significant hazard to motorists and can cause vehicle damage and accidents.

Preventative maintenance activities such as crack sealing, which involves filling cracks in the pavement with a sealant that prevents water from seeping through and causing further damage, and pothole filling should be funded and conducted on a regular basis.

Currently, the City's State-mandated 1 and 6-year plan for pavement maintenance are geared almost exclusively toward maintenance activities and largely involve pavement overlays. An overlay involves laying a new layer of asphalt on top of the existing pavement. This method is used for pavements that have significant damage and cannot be repaired through other methods.

The city uses a 1.5-inch thick overlay for streets that have a significant amount of damage, however while this method extends the life of the pavement, it only postpones the inevitable replacement of the pavement. Funding, above and beyond maintenance, will need to be generated or identified to address the projects found in the Long-Range Transportation Plan and to account for eventual full pavement replacement.

In order to maintain its pavements and to ensure the safety of motorists and pedestrians, the city should continue to improve its pavement maintenance program by conducting regular inspections and repairs. The city's maintenance program begins with a visual inspection of the pavement condition at which time city staff identifies the areas that need repair.

In 2022, the City of Alliance took advantage of new technology to perform a system-wide inspection of the pavement network utilizing 360-degree cameras to record pavement conditions which was then analyzed and scored using artificial intelligence. This data should be used to establish long-term plans for pavement maintenance and rehabilitation; maintenance projects will be in addition to those found in this plan.

Complete Streets

What are Complete Streets?
Complete streets are streets that are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders. People of all ages and abilities are able to safely move along and across streets in the community, regardless of how they are traveling. Complete streets are good for business, neighborhoods and residents' well-being. Streets designed for people of all ages and abilities create stronger, healthier, and safer communities.

Communicating Complete Streets
Advocates, elected officials, and practitioners need to effectively communicate the benefits of complete streets to build support and to express the need for complete streets. Communication is a critical piece of advancing policy and should not be taken lightly. Communicating complete streets must highlight three key themes:

- Safer streets
- Healthier streets
- More prosperous streets

Adopting Complete Streets
This complete streets policy could take many forms, but generally follows the design principles found in the NACTO Urban Street Design Guide, latest edition, with other design guides consulted as contextually appropriate. Transportation should be designed with the following elements in mind:

1. A strong vision of what the design will accomplish to further complete street goals
2. Account for all users and all modes
3. Address all phases of projects
4. Involve all relevant agencies and departments
5. Specify and limit exceptions
6. Emphasize local and regional connectivity
7. Use the best and latest design standards
8. Look for context-sensitive solutions
9. Set rigorous performance measures
10. Outline tangible implementation steps

Implementing Complete Streets
Developing and adopting a policy is essential, but can easily sit on a shelf without impacting real world outcomes. Implementation requires cross-department cooperation, public transparency, and aligning staff goals for safe and accessible streets. Effective implementation requires that plans and specifications be continuously improved to meet local needs. Upon adoption of this LRTP, Complete Streets implementation should generally follow this pattern:

1. Plan for implementation
2. Update the process
3. Reviewing and updating design guidelines
4. Training and education
5. Measure performance

Funding Complete Streets
Complete Streets can be implemented incrementally by adding minor improvements to roadway and pavement projects and by requiring its implementation in new developments.

Complete Streets Policy
Successful implementation of complete streets means designing, building and operating the streets to routinely accommodate safe travel by all modes and all people. A complete street serves everyone who travels, be it by driving, walking, bicycling, riding transit or other means while connecting to a larger transportation network. People of all ages and abilities are able to safely move along and across streets, regardless of how they are traveling. Complete streets are essential for access by people who cannot drive. Streets without safe access for non-motorized transportation represent a barrier for people who use wheelchairs, and for older adults and children. A complete street may look quite different on different sides of the city, but are to be designed to balance safety, access and mobility for everyone using the street.

The City of Alliance recognizes the need for complete streets and will accommodate elements that create a complete street where possible. Some elements for inclusion on a complete street could be sidewalks, shared use paths, bike lanes, fewer travel lanes, narrower lane widths, improved street crossings, bump outs, pedestrian signals, signs, street furniture, street trees, and transit shelters, access and facilities. All designs should be context-sensitive to meet the needs of the community and surrounding area while emphasizing safe and accessible travel for all people.

Every city, state and federally funded transportation improvement and project phase should be approached as an opportunity to create safer, more accessible streets for all users. Project phases include planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, and operations as well as any change to transportation facilities within street rights-of-way such as capital improvements, re-channelization projects, and major maintenance. To this end, Alliance will review and revise related procedures, plans, regulations, design guides and other processes to align goals with the Complete Streets Policy and ensure accommodation of all users in all projects.

1.0 The design and development of the transportation infrastructure shall improve conditions for transit users, motorists, bicyclists, pedestrians and other users through the subsequent steps:

1.1 Plan projects for the long-term. Transportation improvements are long-term investments that remain in place for many years. The design and construction of new facilities should anticipate likely future demand for transit, bicycling, and walking facilities and not preclude the provision of future improvements.

1.2 Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. Even where bicyclists and pedestrians may not commonly use a particular corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore, the design of intersections and interchanges shall accommodate bicyclist and pedestrians in a manner that is safe, accessible, and convenient.

1.3 Design facilities to the best currently available standards and guidelines. The design of facilities for should follow design guidelines and standards that are commonly used, such as:

- AASHTO Guide for the Development of Bicycle Facilities;
- AASHTO's A policy on Geometric Design of Highways and Streets;
- AASHTO's Guide for the Planning, Design, and Operation of Pedestrian Facilities;
- Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways;
- ITE Recommended Practice Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities; and,
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide,

With primary consideration given to the latest edition of the NACTO Urban Street Design Guide. The design considerations found in **Table 4** should be followed as the default design criteria unless the context of the design requires otherwise:

Table 4: Intersection Capacity Analysis

	Potential Impacts	Pedestrian – Oriented NACTO Requirements
Minimum Lane Width	Travel lanes over 10 feet encourage cars to drive faster and increases the distance pedestrians have to cross the street	10 feet
Curb Offset	A curb offset increases the effective lane width and encourages speeding	N/A
Clear Zone (40 mph or less)	Clear zones in urban setting can prevent street trees, cafe seating and other amenities that help create an inviting pedestrian environment.	Recommends not using minimum setback requirements for clear zone
Minimum Curb Radius	A larger radius increases the turning speed of cars at the intersection may make it less safe for pedestrians and bicyclists	10 feet is recommended and should rarely exceed 15 feet
Design Speed	A design speed that's higher than the posted speed encourages speeding	Design speed = posted speed
On-Street Parking	On-street parking provides a buffer between people walking and car on travel lanes. This buffer helps create a comfortable environment for the pedestrian	Highly encouraged depending on context
Minimum Parking Lane Width	Wider parking lanes take up valuable space and increases the crossing distance for pedestrians	7 - 9 feet
Street Trees	Street trees create welcoming spaces, buffer pedestrians from car traffic, and reduces speeding	Encourages the use of street trees along all streets with pedestrian accommodation

2.0 Pedestrian and bicycle ways and transit considerations shall be established in new construction and reconstruction of street and bridge projects within Alliance unless one or more of three conditions are met:

2.1 Bicyclists and pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate all users (bicyclists, motorists, transit vehicles and users, and pedestrians of all ages and abilities) elsewhere within the right of way or within the same transportation corridor.

2.2 The cost of establishing bikeways and walkways would be excessively disproportionate to the need or probable use or exceed budget costs (ex. resurfacing). Excessively disproportionate is defined as exceeding twenty percent of the cost of the larger transportation project. However, the twenty percent threshold is a guideline; in areas where high levels of bicycle and pedestrian traffic are anticipated, the threshold for "excessively disproportionate" could be much higher. In cases where the additional cost is considered excessively disproportionate, the project sponsor may propose an alternate design or spend twenty percent of the project cost of the larger project to improve accommodations for all users.

2.3 Where sparsity of population or other factors indicate an absence of future need. This is defined as streets developed as a cul-de-sac with six or fewer dwellings or if the street has severe topographic or natural resource restraints. Also an indication of absence of need is when the annual average daily traffic (AADT) is projected to be less than 500 vehicles per day over the life of this project.

Exception requests shall be reviewed by a licensed Professional Engineer and granted by the Public Works Director. Documentation of any granted exceptions shall be made publicly available.

3.0 Using performance measures to evaluate the progress of the Complete Streets Policy is a valuable and essential part of successfully implementing safer, more complete streets. The City will publicly report on the annual increase or decrease for each performance measure compared to the previous year(s). These measures may include:

- Rate of crashes, injuries and fatalities by mode;
- Percentage of transit stops accessible via sidewalks and curb ramps;
- Number of approved and denied exceptions;
- Completion of Safe Routes to School projects;
- Total miles of on-street bicycle facilities;
- Total miles of off-street bicycle facilities;
- Bicycle and pedestrian counts; and,
- Other relevant measures.

4.0 The City views complete streets as integral to everyday transportation options. To this end:

4.1 Relevant departments, agencies and committees will incorporate complete streets principles into Master Plans and other manuals, checklists, decision trees, rules, regulations, programs, etc. as appropriate.

4.2 The Departments of Public Works, Planning and/or other relevant departments will review current design standards, including subdivision regulations that apply to new roadway construction, to ensure that they reflect the best available design guidelines, and effectively implement complete streets.

4.3 When available, the City shall encourage staff professional development and training on non-motorized transportation issues through attending conferences, classes, webinars, and workshops.

4.4 City staff shall identify all current and potential future sources of funding for street improvements and recommend improvements to the project selection criteria to support complete streets projects.

4.5 The City shall promote project coordination among City departments and agencies with an interest in the activities that occur within the public right-of-way in order to better use fiscal resources.

4.6 An annual report will be made to the City Council by the lead department or City Manager showing progress made implementing this policy.

4.7 A Complete Streets Advisory Council is hereby created to serve as a resource and a collaborative partner for the City elected officials, municipal staff, and other appropriate agencies.

a. The Advisory Council is to be composed of three voting members appointed by the City Manager with approval by the City Council who are interested in achieving Complete Streets and who want to explore opportunities for pedestrians, bicyclists, transit riders, children, the elderly, people with disabilities, and all other transportation users. Representatives shall be from stakeholder constituencies, including transportation professionals, public health, parks, schools, groups representing older adults, people with disabilities, bicyclists, pedestrians, transit users, etc.

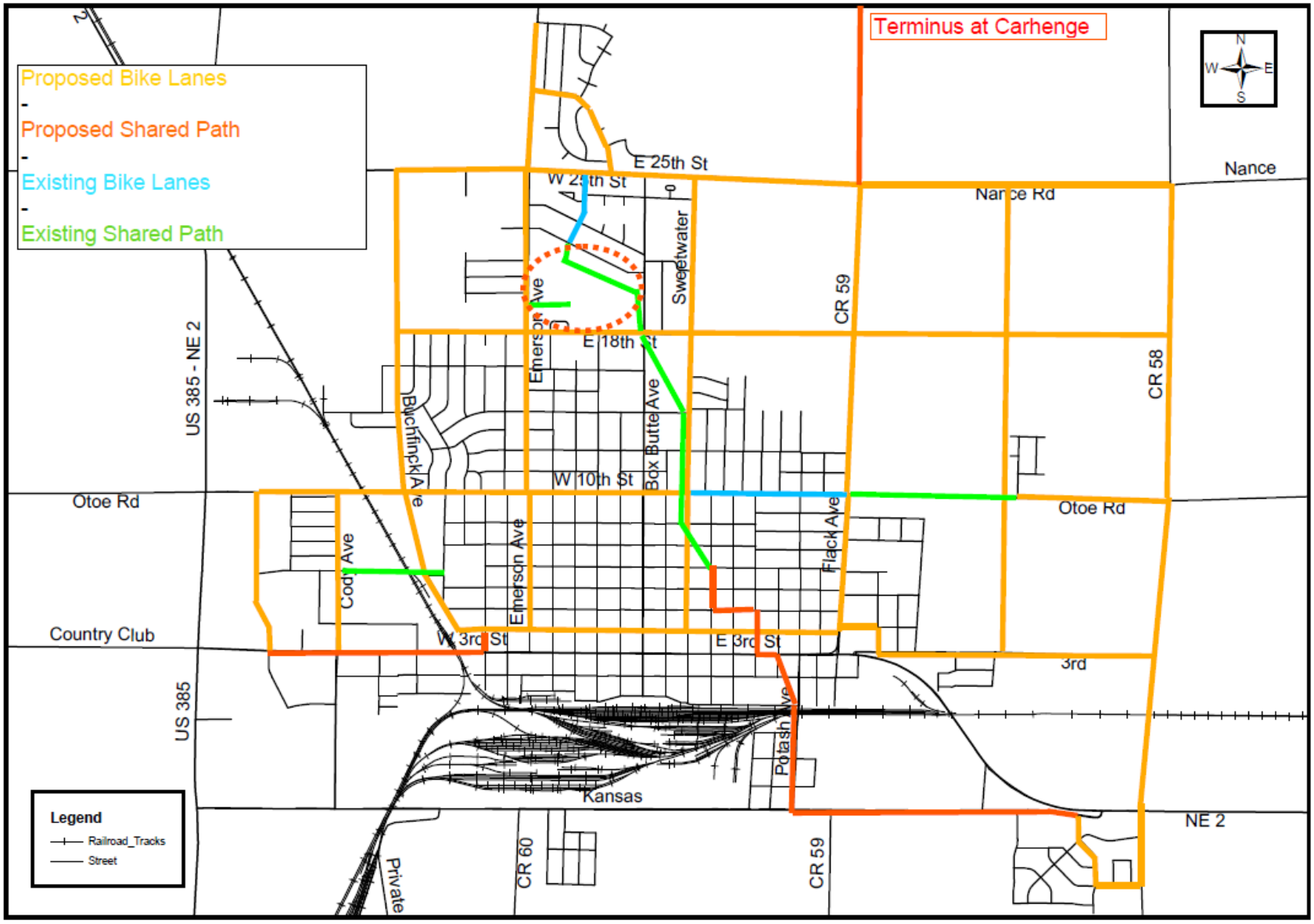
b. Complete Streets Advisory Council Membership shall be for a period of four years, with alternating terms of two years with two members serving in one cycle and the remaining member serving in the alternating cycle so that all members are not renewed on the same date. City Manager may remove and appoint members at their discretion and as necessary to maintain an active Council.

c. The duties of the Advisory Council shall include, but not be limited to, examining the needs for bicyclists, transit users, motorists, and pedestrians of all ages and abilities; conducting a baseline study of current practices and accommodations; advising on appropriate inter-departmental performance measures, promoting programs and facilities for pedestrians, bicyclists, and transit users; and advising appropriate agencies on best practices in Complete Streets implementation.

d. The Advisory Council will meet no less than once per year, and more often as necessary. The Advisory Council shall review the yearly written report evaluating the City's progress, and advise on implementation measures prior to submission to the Alliance City Council.

5.0 The backbone of the proposed cycling network can be found in **Figure 10**. Current sidewalks can be found in **Figure 5**. Special attention should be given to providing ADA-compliant ramps and sidewalk. Other considerations may include accommodations for bus stops, street lighting, street furniture and resting areas.

Figure 10: Bicycling Network



Summary of Existing Conditions

The results of the existing conditions analysis indicate generally acceptable traffic operations and roadway safety conditions in Alliance. In addition to the safety and traffic operations analysis results discussed above, other circulation system deficiencies and potential improvement strategies were identified based on field review. Potential improvement strategies are discussed throughout the LRTP. Ultimately they are combined with improvement strategies identified during the future conditions transportation analysis and transportation modeling tasks to help form the recommended Long Range Transportation Plan.

Figure 11: 2007 Model Roadway Network

For more information on the methodology, inputs, and model, please refer to the City of Alliance 2009 Comprehensive Plan and Long Range Transportation Plan.

- The City of Alliance and the Nebraska Department of Roads should continue to conduct traffic counts (daily roadway volumes and peak hour intersection turning movement volumes) in Alliance on a regular basis so that accurate traffic count data is available to update traffic signal timing plans and conduct traffic operations and safety studies at key locations, as needed.

Transportation Model Process Overview
The travel demand forecasting model developed for the City of Alliance provides daily traffic volumes (24-hour counts) based on existing land use and roadway network, to be used by engineers and planners in their designs. A travel demand forecast might include the number of cars on a future network roadway such as a new arterial or the number of cars that may use a newly constructed bridge or viaduct or other changes impacting consumer behavior.

The two major types of data which are to be used as inputs to travel model updates are proposed land use data, which describes the number of households and number of employees by employment categories for the study area, and the second type is the transportation system which allows the urban activities to communicate with one another; that is, people travel to work, to shop, and to visit friends.

Land use data such as number of households by type (single and multiple family units), commercial/retail developments (Sq ft.), number of employees by type, and student enrollments are collected for each sub-area, known as a Traffic Analysis Zone, or TAZ. TAZs are geographic areas dividing the study area into relatively similar areas of land use and land activity. TAZs represent the origins and destinations of travel activity within the study area. The transportation system is represented as an abstract network of what is actually on the ground, and as such does not include every local street in the area.

A key attribute of the roadway network is the roadway functional classification. City of Alliance roadway classification is based on the National Functional Classification obtained from Nebraska Department of Roads. Existing functional classifications can be found in **Figure 1** and Proposed functional classifications can be found in **Figure** .

Trip Generation
The trip generation model estimates trip ends for a typical weekday. The process of attracting trips to a zone where a trip terminates or originates and whose existence is due to an activity carried out in that zone is said to be a trip attraction. For example, a zone where a trip originates or terminates and whose existence is due to the traveler's residence in that zone is said to be trip production a person who made two trips in a day, one from home to work and one from work to home, would generate two productions at the home end and two work attractions at the work end. Trips which neither begin nor end at the traveler's home are called non-home based trips and the trip ends are called origins and destinations – with the origin being the beginning of the trip and the destination being the end of the trip.

Next, vehicle trip generation estimates are grouped into multiple trip purposes. For the City of Alliance model, the vehicle trips are converted to three trip purposes as follows:

1. Home Based Work: Trips made for the purpose of work and which either begin or end at the traveler's home. This is a typical trip purpose that is obviously related to the employment and the income of the traveler or the household.
2. Home Based Other: Any trip made with one end at the home except for the purpose of work. This includes trips made for shopping, school, social visits, recreational trips, or personal-business.
3. Non-Home Based: Any trip that neither begins nor ends at home.

Applying the trip generation model outlined above, the number of vehicles were calculated using the base year land use data and trip generation rates by trip purpose. Data from the external traffic zones and the Census 2000 Journey-to-Work (JTW) trips for the City of Alliance are combined with the internal zone trips to create the total productions and attractions for the model.

A summary of the vehicle trip productions and attractions are provided in **Table 5**. The percent of trips by trip purpose appear reasonable as compared to the report Travel Estimation Techniques for Urban Planning, NCHPR Report 365, 1998.

Table 5: Summary of Vehicle Trip Productions and Attractions

Trip Purpose	Total Trips	Percent of Trips	NCHRP 365
Home-Based Work	11,709	27%	20%
Home-Based Non-Work	21,226	50%	57%
Non Home-Based	11,740	23%	23%

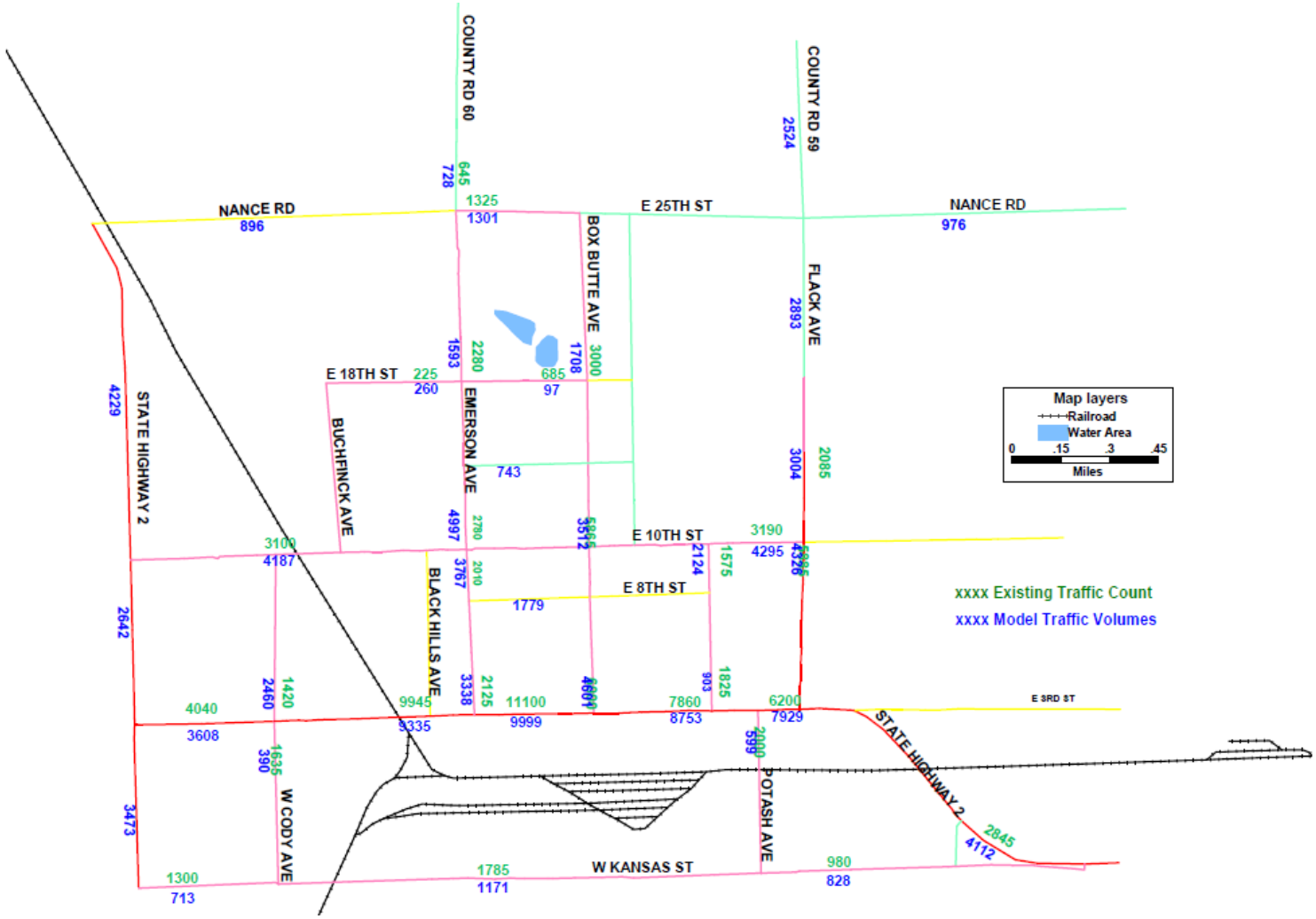
Trip Distribution

The trip distribution was the second major step in the travel modeling process. The first major step, trip generation provides estimation of trip productions and trip attractions. Trip distribution is the step that links the trip productions to the trip attractions for each zonal pair. The purpose of trip distribution is to produce a trip table of the estimated number of trips from each TAZ to every other TAZ within the study area.

Traffic Assignment

Traffic assignment was the third major step of the TDF model. The assignment of trips to the network is the final output of the modeling process and becomes the basis for validating the model set's ability to replicate observed travel in the base year as well as to evaluate transportation improvements in future years. The inputs for traffic assignment include the roadway network and trip tables. Model traffic volumes and existing traffic counts are presented in **Figure 12**.

Figure 12: Base Year 2007 Model Traffic Volumes



Model Validation

The TDF model development was validated using Screenline Analysis and System Wide Analysis. The validation of the highway assignment is the comparison of observed versus estimated traffic volume on the highway network. System wide checks of the model were also done by estimating Vehicle-Miles-Traveled (VMT) and Vehicle-Hours-Traveled (VHT).

This section documents the future conditions traffic analysis conducted as part of the Comprehensive Plan Update. The future conditions analysis included development of 2030 model volumes and planning-level analyses of alternative 2030 transportation and land use scenarios and model runs. Results of the future conditions analysis were used to identify transportation improvements included in the Long-Range Transportation Plan (LRTP).

Future Transportation Network Evaluation
Future transportation needs were initially evaluated by modeling 2030 land use conditions with the 2030 base roadway network. For the City of Alliance, the future base roadway network is essentially the existing roadway network in terms of modeling conditions. Several overlay and street segments are included in the "One and 6 Year Plan", but will not add significant capacity to the street network. For the future 2030 land use conditions, modifications were made to land use intensities where relevant. Many of the TAZs did not change based on the land use data provided.

Forecast 2030 model volumes for the City of Alliance are shown in **Figure 13**. The forecast volumes generally show small to moderate volume increases on most study area roadways. The forecast volumes on all roadways are below the coded roadway capacities with all roadways expected to continue to operate at an acceptable level of service (LOS C or better) based on daily traffic volumes levels. This does not suggest that no roadway improvements are required to serve future traffic demand. Nor does it suggest, as discussed in the next section, that there will be no deterioration in level of service at specific intersections during peak traffic periods.

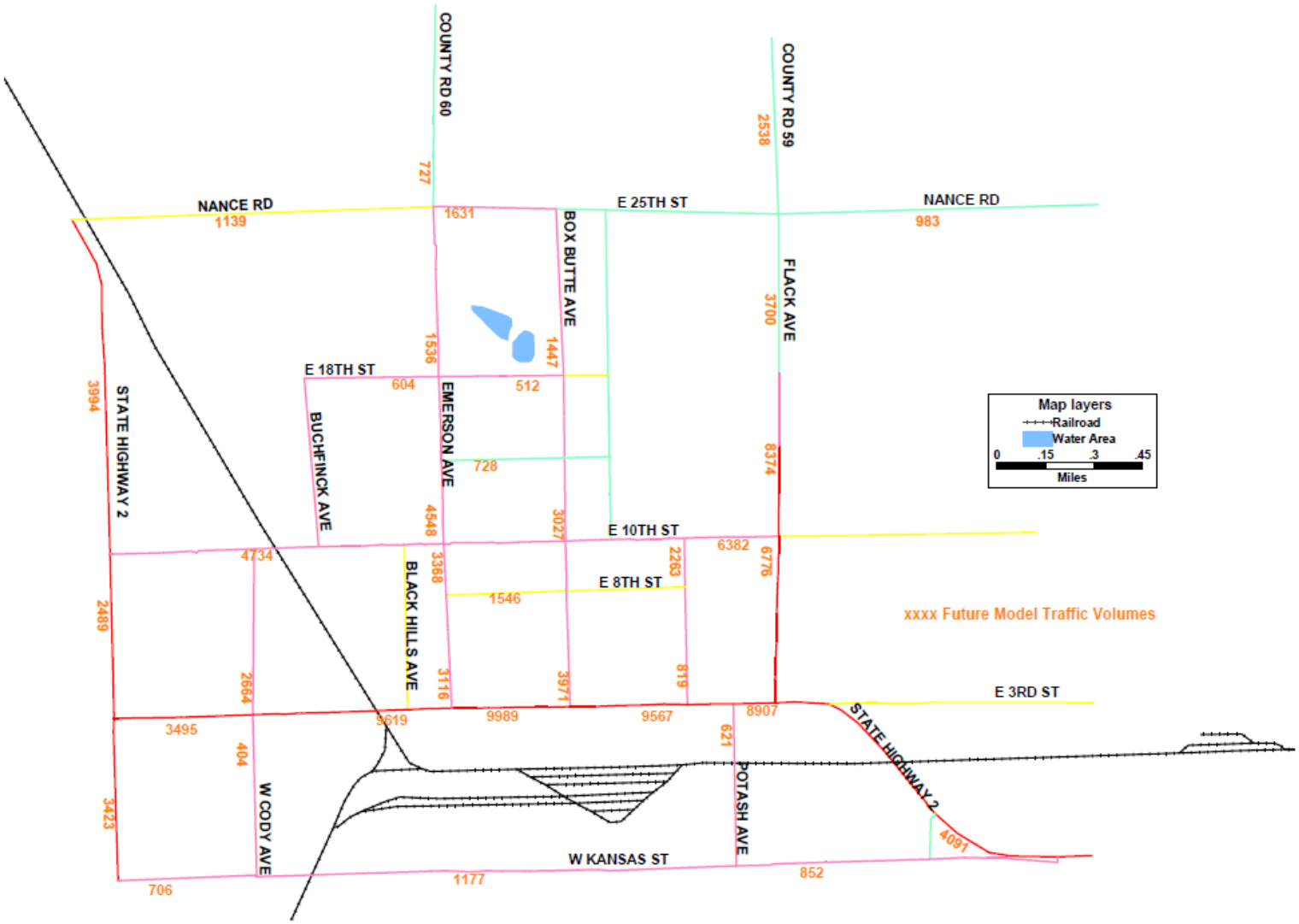
Future Alternatives Tested
Transportation alternatives are generally identified to accomplish one of the following goals:

- Improve roadway segments with unacceptable operations (i.e., level of service D or worse)
- Improve a roadway to provide better compliance with the desired roadway functional classification
- Provide logical extensions to existing roadways
- Provide roadway connections and improvements that do not exist today to improve overall circulation and network continuity.
- Provide major transportation improvements such as bypass roadways that are needed to ensure an effective transportation system in the future.

A variety of transportation alternatives were evaluated to (1) add capacity to existing roadways, (2) widen existing, or (3) pave roadways that are currently gravel. Since there are no major capacity constraints in the existing or future base transportation model, these improvements generally resulted in insignificant changes to the forecast volumes on Alliance roadways. This finding was not unexpected and does not negate the importance of future roadway improvements to enhance traffic operations and safety on Alliance roadways or to serve transportation demand in growing areas of the community.

Several improvements identified were based on feedback and stakeholder involvement and were more operational in nature. The largest-scale improvements identified through the planning and modeling process include roadway upgrades and extensions of streets for such facilities as 18th and 25th Streets, and Sweetwater and Emerson Avenues in the areas impacted by the expected land use in-fill and growth.

Figure 13: Forecast 2030 Model Volumes



Aviation
The Alliance Municipal Airport, opened in the 1940's, is publicly owned and operated by the City of Alliance. Commercial airline service is provided to Denver, CO. The airport site is comprised of approximately 3,500 acres located three miles south-east of the City of Alliance and includes one of the longest runways in the state. The Alliance Municipal Airport contains three asphalt paved runways. As an economic development effort, synergies from the airport, railroad, and local highways should be joined via construction of an inter-modal shipping center.

Railroads
BNSF Railway Company is headquartered in Ft. Worth Texas and operates one of the largest rail networks in the U.S. with 35,000 miles of rail lines operating through the 28 most western states for over 150 years. The BNSF mechanical division operates eight locomotive maintenance facilities that perform preventive maintenance, repairs and servicing of equipment. The largest of these facilities are located in Alliance, Nebraska and Topeka, Kansas. The mechanical division also controls 46 additional facilities responsible for car maintenance and daily running repairs.

The major BNSF facility in Alliance is located south of Highway 2 (3rd Street) and north of Kansas Street. It is at the junction of three main track lines that converge from the north, south and east. These track lines are adjacent to Highway 385 and Highway 2 in the vicinity of Alliance. It is important for the growth of any community to consider the elimination of under used at-grade crossing locations and to evaluate grade-separation opportunities where expected vehicular and train conflicts will increase.

Transit
There is currently a rural public transportation system provided in the City of Alliance which is available on a per-call basis. The Box Butte County operates public transportation between communities. These services are open to the general public. As the community grows, potential options for other transit and/or shared services should be evaluated pending the needs of an increasing elderly population. A set bus route with scheduled stops should be considered as Alliance grows.

Trails
Alliance's existing trail system is moderate and consists primarily of the beautiful Snake Creek Trail. This is a two mile paved trail that connects Central Park to Laing Lake Park. There are also several other sidewalk connections that allow for access in and around several of the other park areas. This is an area that was deemed important in several of the focus groups and new trail connections should continue to be identified as development occurs and/or opportunities to replace existing sidewalks become necessary. The ability to provide safe routes for pedestrian activity in the Alliance community with the positive park system that currently exists is an asset that should be promoted and kept in mind as infrastructure projects move forward. Trails should be extended further south to Bower Park and east to connect to the Homestead subdivision, north to Lakefield Addition and considered as part of new subdivisions.

The recommended Long-Range Transportation Plan (LRTP) for the City of Alliance is presented in this section. The goal of the plan is to identify transportation improvements that serve the needs of the community. Recommended improvements are based on the results of the traffic analysis and transportation modeling, as well as efforts at traffic calming, and implementation of multiple transportation modes.

The projects identified in the Comprehensive Plan, as well as other new projects that may arise based on growth and opportunity should be reviewed annually to determine which projects should be included in the City of Alliance "One- and Six-Year Plan" or NDOR's "One- and Five-Year Plan." The NDOR "One- and Five-Year Plan" establishes the present and future program for improvements to the state highway system. It is important that projects, following approval from the City Council, be included as appropriate in the City and/or NDOR plans so that the City is eligible to receive state or federal funding for such projects.

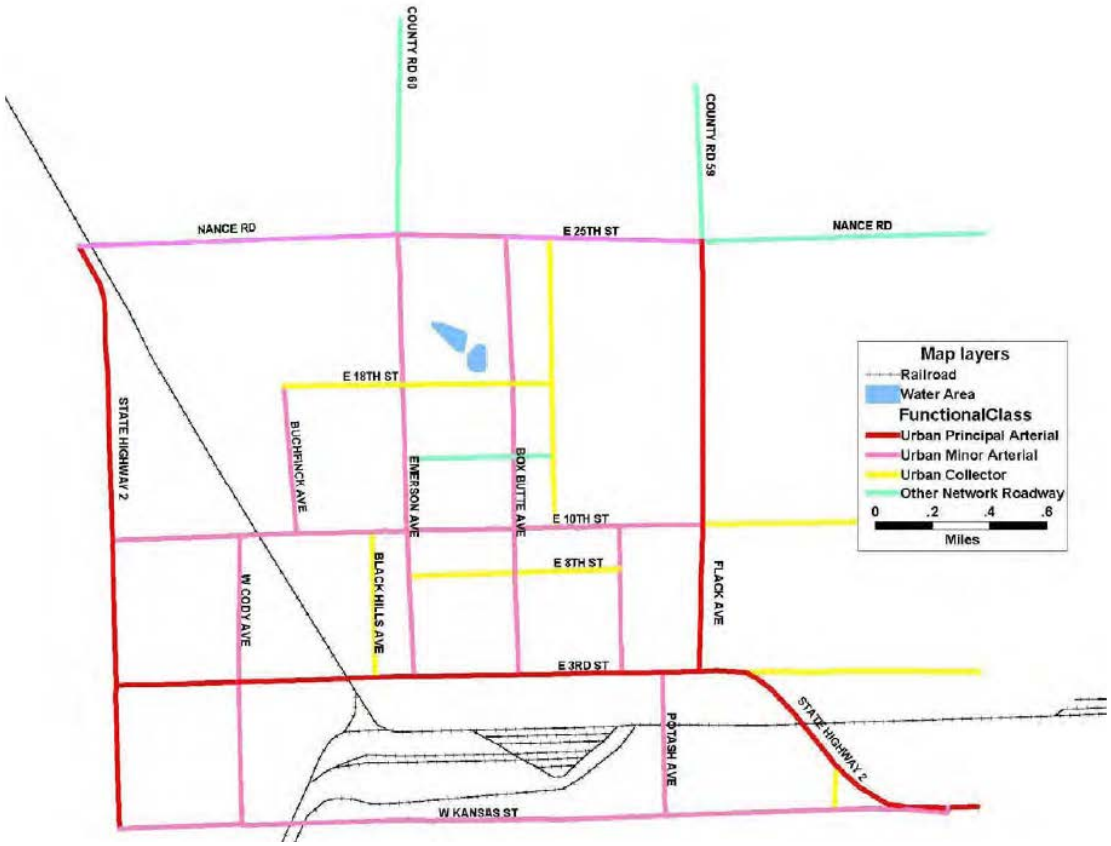
Future Functional Classification Map

The recommended future functional classification map for the City is illustrated in **Figure 14**. Changes to the functional classification of several roadways is recommended based on projected land use changes, increasing traffic volumes and the intended future function of the roadway. These changes include:

- Nance Road (Highway 2 to Emerson Avenue) – upgrade to urban minor arterial
- 25th Street (Box Butte to Flack Avenues) – upgrade to urban minor arterial
- 18th Street (Buchfink to Box Butte Avenues) – downgrade to urban minor arterial
- Sweetwater Avenue (10th to 25th Streets) – upgrade to urban collector
- Flack Avenue (18th to 25th Streets) – upgrade to urban principal arterial
- Race Track Road (Kansas Street to Highway 2) – upgrade to urban collector

The roadway functional classification categories used by the NDOR in the existing functional classification map have been maintained in the future functional classification map.

Figure 14: Recommended Future Classification



Recommended Roadway Improvements

Recommended roadway improvements have been identified and divided into short-term (0 – 5 years), mid-term (6 – 15), and long-term (15+ years) time frames. These improvements, which are not prioritized within each timeframe, are summarized in **Tables 6, 7, and 8**, and illustrated in **Figures 15, 16, and 17**.

There are several recommendations to implement future roadway improvements. While traffic volumes may not warrant such improvements for many years, it is important that these improvements be included in the Long-Range Transportation Plan for right-of-way preservation purposes and to provide important planning information to the community. Traffic studies and road counts should be conducted on a regular basis to identify areas that are trending toward the need for capacity improvements.

Further study will be required to evaluate and define transportation deficiencies and potential solutions as the community grows, when land uses change and transportation issues arise. Any improvements that would have regional transportation implications or which are located outside of the current City limits will require close coordination between the City of Alliance and outside agencies. Specific projects requiring coordination are included in **Table 9** and illustrated in **Figure 18**.

Funding Evaluation

Various federal, state, and local funding sources could be considered for implementation of transportation improvements in Alliance. Possible funding sources are discussed below:

- Federal Surface Transportation Program (STP) dollars. This program returns federal gas tax dollars to states on an annual basis. These funds can be used for improvements to any public roadway. The Nebraska Department of Roads allocates these funds to cities and counties and retains some for state use.

- State Highway Dollars. The Nebraska Department of Roads collects state gas taxes for funding of improvements to the state highway system. These funds could be used for improvements to state highways in Alliance such as Highways 2, 87and 385.

- Grade-Separation Dollars. The Nebraska Department of Roads collects a train-mile tax from railroads in the state. These funds are used to fund new grade-separation structures.

- Burlington Northern Santa Fe Dollars. Railroads such as Burling Northern Santa Fe have provided funding in the past to communities for closing at-grade highway-rail intersections.

- State and Federal Airport Dollars: Funding generated from airport use taxes is available for airport maintenance and improvements.

- State and Federal Highway Safety Dollars: Funding is available for improvements at hazardous intersection and roadway locations.

- Intelligent Transportation System (ITS) Dollars. Federal and state funds are frequently set aside for ITS projects to improve traffic and transit operations. These funds are administered by both FHWA and FTA. Some state and local areas have obtained Congressional "earmarks" for specific ITS projects or programs.

- Transportation Enhancement Dollars: Federal programs exist for transportation enhancements such as trails.

- City Sales or Other Tax Dollars. The City has traditionally used some of its city taxes for transportation maintenance and operational improvements.

- Bonding Dollars. Many communities have used bonding to fund transportation improvements. A source of funding to repay the bonds is required.

The number of potential improvement projects likely exceeds the funding that may be available for these improvements. Thus, it is critical that a recommended transportation plan be adopted so that available funding sources can be explored and appropriate projects included in the City's Capital Improvement Program (CIP) and the State's Transportation Improvement Program (TIP).

Table 6. Short Term Recommendations Shown on Fig. 15 (0-5 years)

Project Number	Location	Project Description
1	Various Locations	1-6 Year Street plan (continuous)
2	Various Locations	Gap Paving Assessments (continuous)
3	Various Locations	Delineation and Striping of bicycle lanes
4	Various locations throughout Alliance (ex. Cody Ave & Hwy 2, Cody Ave & Kansas Ave, 10th St and Box Butte Ave)	Improve wayfinding and street name signing (intersection signing, mast-arm signing, etc.)
5	Emerson Avenue	Implement urban section with sidewalk from 18th to 31st Terrace
6	Hwy 2 and E 3rd Street	Close existing intersection; create cul-de-sac; create new intersection to the east
7	10th Street and Emerson Avenue	Replace skewed intersection with a roundabout to improve traffic flow and safety

Table 7. Mid-Term Recommendations Shown of Fig. 16 (6-15 years)

Project Number	Location	Project Description
8	Various locations	Construction of shared use and connecting paths
9	10th Street Overpass	Repaving
10	Kansas Street	Pavement repair and replacement
11	25th Street/Nance Road	Implement urban section with sidewalks between Sweetwater and Emerson Avenues
12	Hal Murray Softball Complex	Upgrade Pedestrian Underpass
13	Rambling Road	Re-stripe as a 3-lane section as further development and access occurs
14	Sweetwater Avenue	Pave urban section between 18th and 25th Streets.
15	Box Butte Avenue	Install landscaped median on Box Butte from 6th to 10th, 14th to 18th

Figure 15: Recommended Short Term Roadway Improvements

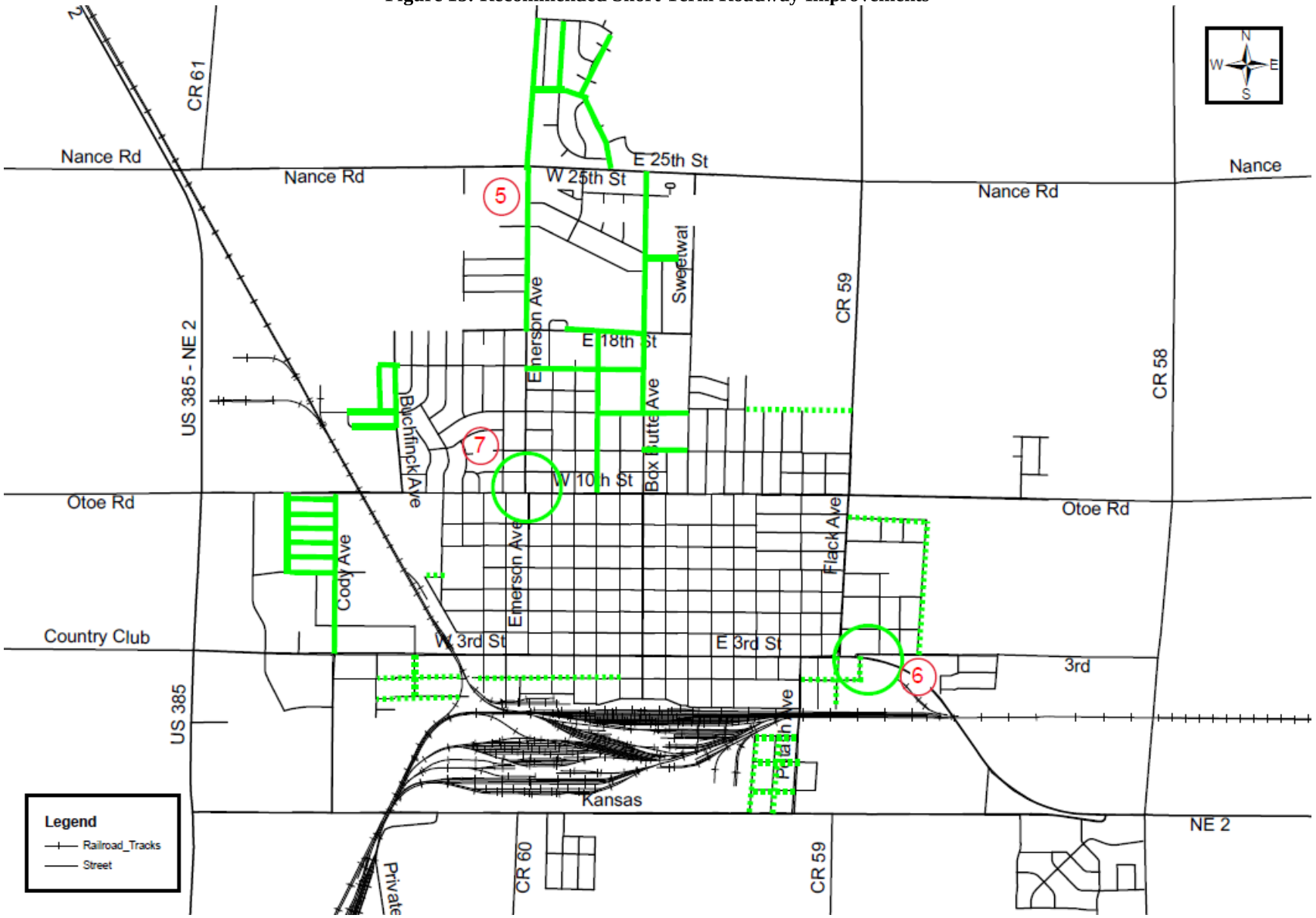


Figure 16: Recommended Mid Term Roadway Improvements

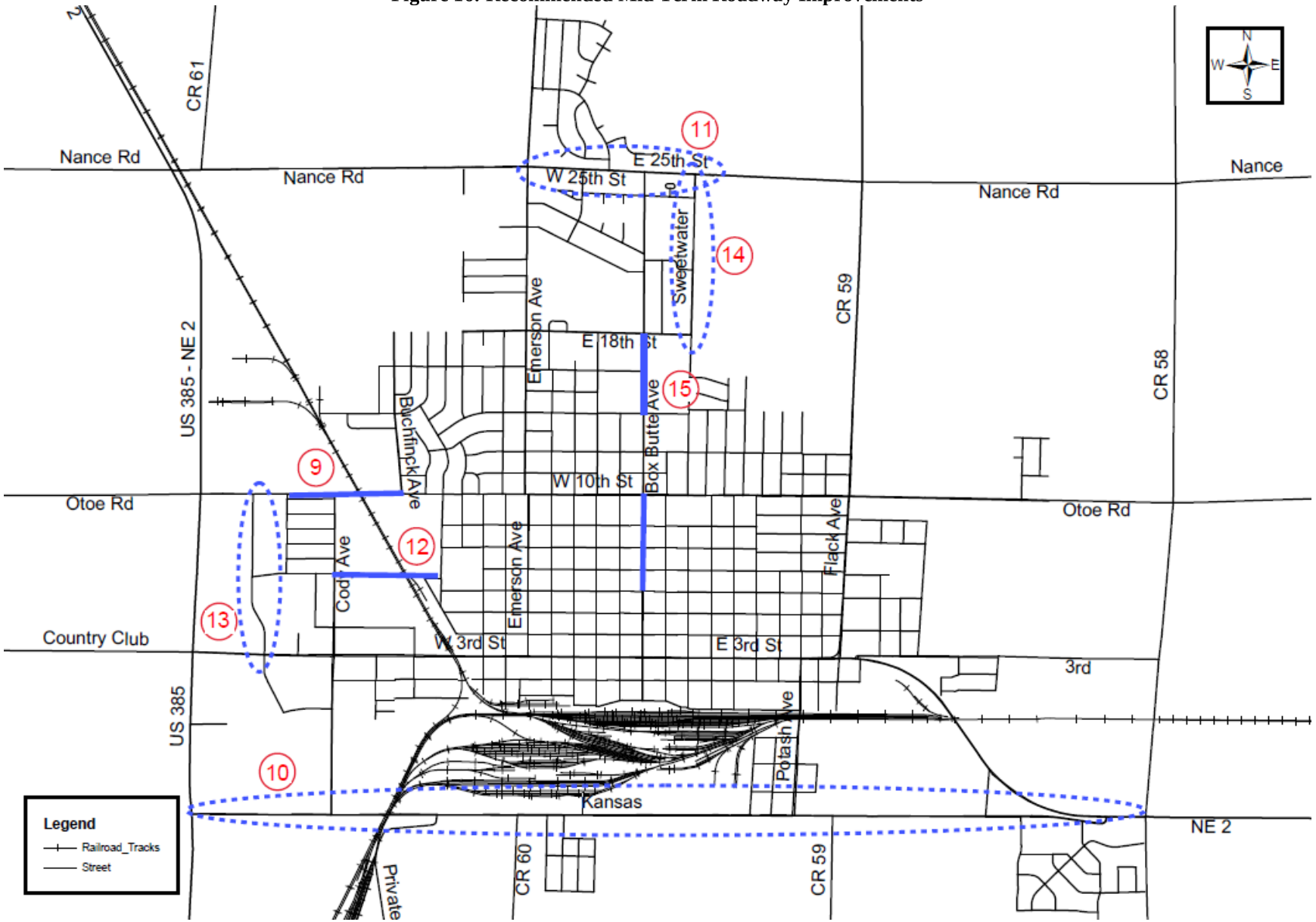


Table 8. Long Term Recommendations Shown on Fig. 17(16+ years)

Project Number	Location	Project Description
16	Kansas Ave	Widen to 3-lane section with right turn lanes and drainage improvements from Hwy 385 to Hwy 2
17	Alliance Airport	Intermodal Shipping Center; Connecting Hwy 385, Hwy 2, Hwy 87, Railroad spur and Alliance Municipal Airport
18	Flack and Railroad	Build overpass and connection from Flack(Hwy 87) to truck route/Kansas Street at CR 59
19	18th Street	Extend roadway section to West to Hwy 385
20	18th Street	Extend roadway section to East to Flack Avenue
21	Buchfinck Avenue	Connect Burlington Avenue to Buchfinck Avenue
22	Buchfinck Avenue	Extend Buchfinck Avenue north to Nance Road/25th

Table 9. Inter-Agency Recommendations Shown on Fig. 18

Project Number	Location	Project Description
23	Highway 385 & 25th Street/Nance Road	Implement turn lanes for the North and South directions and add Southbound fly-by lane due to limited stacking with the railroad tracks
24	Highway 87/Flack Avenue	Widen to 3-lane urban section from 3rd Street to 18th with sidewalk provisions
25	Highway 2/3rd Street Corridor	Implement consistent 5-lane roadway section through the entire East/West corridor
26	3rd Street – near underpass	Improve the sidewalk/pedestrian provisions on both sides of the street East/West
27	Highway 385 and 3rd Street	Install a traffic signal as warranted
28	Highway 2/3rd Street	Implement improved pavement markings, lane destinations, signing, etc. through City limits
29	Flack Avenue	Improve pavement markings North and South through the City limits
30	Highway 2/3rd Street	Widen underpass to 5 lanes

Figure 17: Recommended Long Term Roadway Improvements

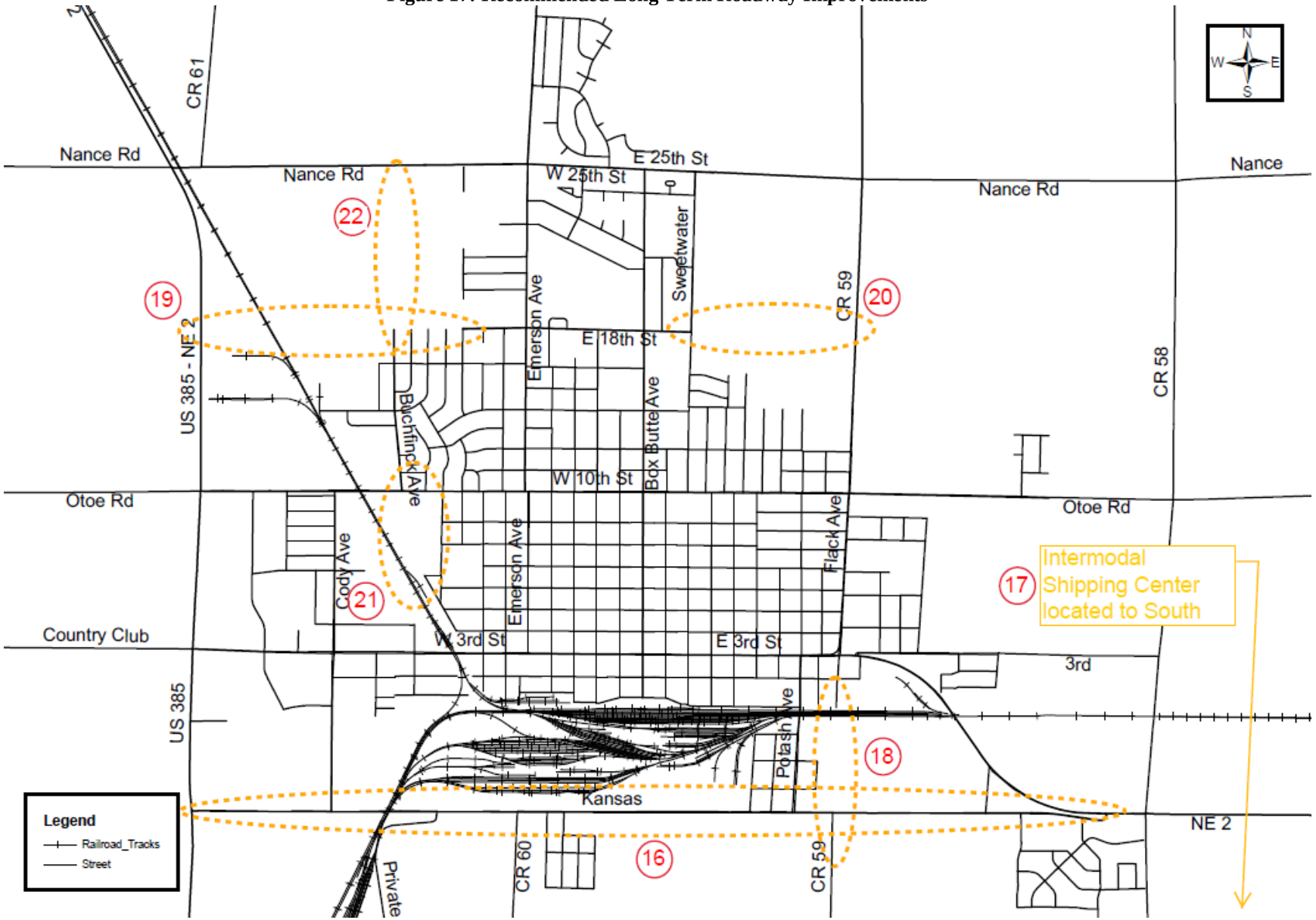
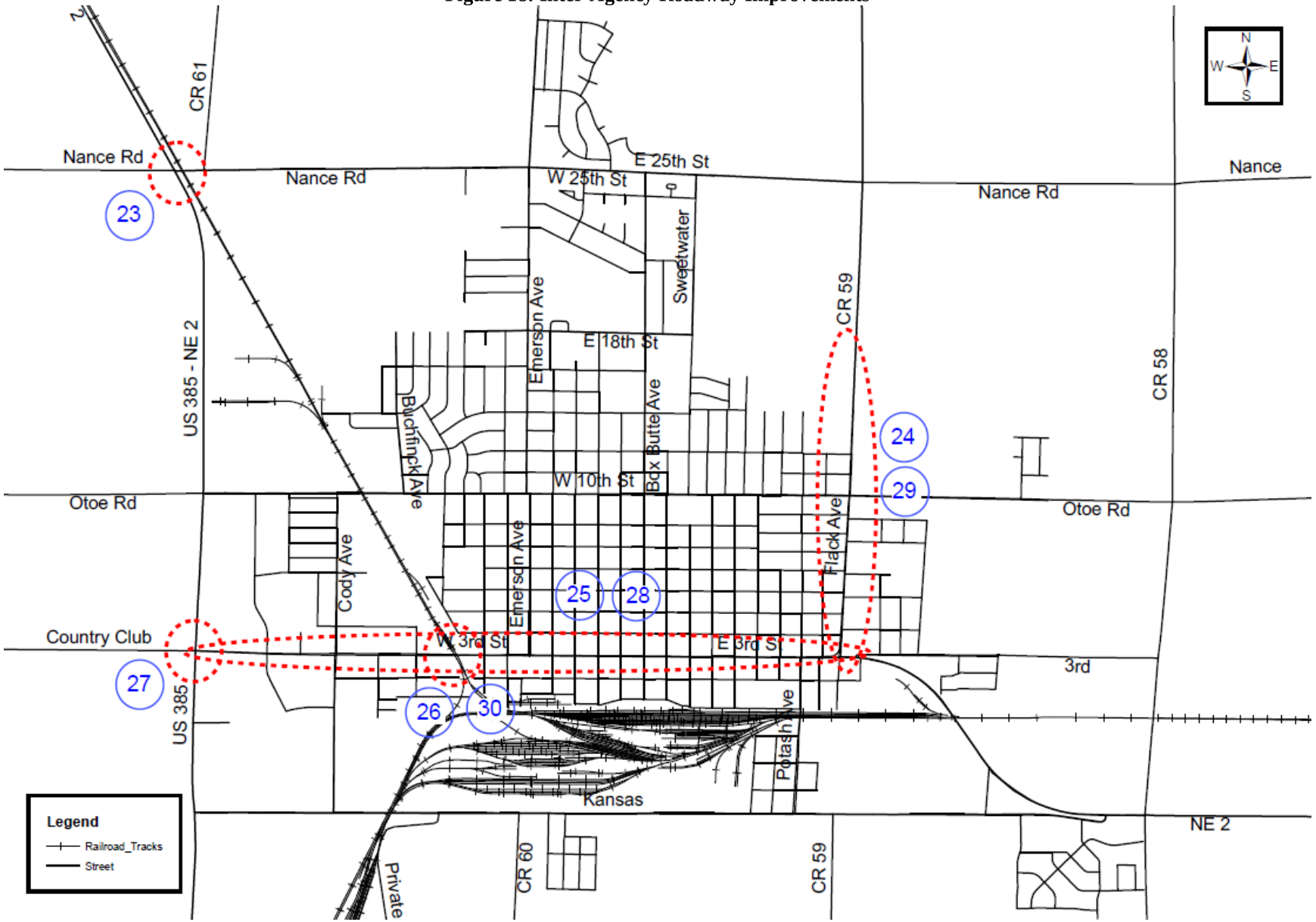


Figure 18: Inter-Agency Roadway Improvements



Summary

• Complete Street considerations are required in all new developments and recommended wherever feasible

• A Complete Streets Advisory Council is to be created

• Corridor reservation is sacrosanct. Corridors are to be reserved and considered as part of all plat reviews

• Access Management is sacrosanct. Planning efforts shall prohibit conflicts and existing infrastructure should be reviewed to improve traffic flow.

• Dead ends are prohibited (not including cul-de-sacs) and developers should construct perimeter roads as part of their developments

• Conduct regular traffic counts and traffic studies, and regularly review crash rates and locations

  o Look for opportunities to improve roadway safety for all users

  o Review traffic signal warrants

  o Expansion of roadway network as a means for economic development and as

• Roundabouts are the preferred choice for intersection design

• Completion of node to node sidewalks is recommended; Expand trails and bike lane network

• Paving of dirt roadways is recommended

• Transportation should be viewed as an economic development tool

• Consider creation of an intermodal shipping center

• Consider the elimination of at-grade railroad crossings

• Consider a set bus route

• Expand funding for maintenance and construction activities; Plan funding for comprehensive plan projects

• Work with outside entities to expand and improve the roadway network

Housing

Housing Introduced

The Merriam-Webster dictionary defines a house as a, "building that serves as living quarters for one or a few families." While this perfunctory definition adequately details and describes a home, a house serves as much more than a living quarters.

To many, houses represent dreams. To others, homes represent their most significant investment and a means of passing on wealth to their family. While housing forms vary greatly, the functions of homes are more consistent. We gather, sleep, celebrate, raise families, mourn, and entertain within our homes. Houses are not merely walls, windows, doors, and rooms. Homes are places you can truly call your own.

The future growth of Alliance is intertwined with the ability of the community to provide a diverse supply of affordable and quality housing. Every community faces different housing challenges. Assessing local housing conditions, projecting future housing needs, examining the housing and jobs balance, and identifying available housing programs are key components of the housing chapter.

An accurate assessment of existing conditions yields a usable and appropriate housing action plan. This plan will be used to alleviate existing issues and determine future needs.

Housing Assessed

The Housing Assessed section of the Housing chapter evaluates housing information. National, regional, city, and census tract housing information is assessed, although the emphasis of this section is on local housing data. The Housing Assessed section opens with a brief review of national housing trends. Highlights include a review of how changing national demographics affect household growth and an explanation of how housing characteristics and market expectations have changed over the past four decades.

A housing affordability assessment follows. Alliance housing demographics are then compared to county and state levels. A peer community comparison looks to see how Alliance's housing characteristics contrast to other area communities, including Gering, Scottsbluff, and Chadron. A detailed assessment of Alliance's housing demographics follows. The Housing Assessed section closes with census tract assessment data, which includes a housing suitability analysis, census tract profiles, and census tract housing demographic data.

The outline of the Housing Assessed section includes:

- National Housing Trends
- Alliance Affordable Housing Inventory
- Alliance/Box Butte County/Nebraska Housing Demographics
- Comparable Community Demographics
- Census Tract Demographics
- Housing Suitability Analysis

National Housing Assessed

National housing trends will have a significant affect on Alliance's housing and real estate market. This section of the Housing chapter highlights important national housing trends and reveals how changing demographics are affecting household growth and homeownership rates. Factors that contribute to housing affordability challenges are also discussed. Finally, this section includes details that describe how housing characteristics (i.e, size, exterior wall materials, number of bathrooms, number of bedrooms) have changed over the years.

Household Growth

Several important demographic trends over the next ten years suggest favorable conditions for the overall housing industry, which includes home builders, real estate agents, and mortgage lenders. These demographic trends include extensive household growth, a shifting age structure, and an increase in minority buyers.

According to the Joint Center for Housing Studies of Harvard University approximately 1.3 -1.5 million new households are constructed each year. Much of the household growth can be attributed to large in-migration of immigrants and the entrance of Millennials into the housing market. Looking forward, the Joint Center predicts that approximately 1.5 million households will need to be created each year until 2028 to keep up with housing market demand.

Even with higher than previous numbers of new houses, the supply of existing homes for sale has never been tighter. This combined, with increasing material costs, has contributed to rising housing costs. There were 1.03 million existing homes on the market in February 2021, down from an already low 1.46 million a year earlier. This amounts to a 29% decline in just one year and a 37% drop in two years. Single-family homes accounted for only 870,000 of the existing units available—the lowest level on record dating back to 1982.

The top concerns among homebuilders in 2020 were the scarcity and cost of building materials. The price of inputs to new residential construction overall rose by a substantial 14% year over year in March 2021. The surge in softwood prices over pre-covid costs was alarming, up some 83% over the same period. The jump in lumber costs added about $36,000 to the average price of a new single-family home.

While Baby Boomers remaining in their homes longer than previous generations will increase the average age of homeowners, it does not constitute new growth in the housing market. Millennials entering the housing market are the primary source of the increase in new home buyers. Between 2016 and 2019, adults under the age of 35 constituted 250,000 new households annually and adults 35-44 contributed another 200,000 households annually.

The covid pandemic slowed this growth in 2020 but post pandemic numbers indicate it was only temporary. Pre pandemic growth averaged 1.3 million new households per year. The average number of new households was up from 2020 into March of 2021 to 1.5 million, passing pre pandemic averages. While household ownership amongst Millennial adults is low compared to previous generations, it is expected to pick up at least until 2028 barring any major recession of the U.S. economy.

Housing Characteristics

The National Association of Homebuilders indicates that the average size of a new single-family home has increased significantly since 1950. Information obtained from the U.S. Census indicates that the average household size has experienced a steady decline. Combined, these factors indicate that the average square foot per household person has climbed from 290 square feet per person in 1950 to 909.5 square feet per person in 2019. Average house size peaked at 1,062 square feet per person in 2015.

Since 1950, the average size of a new single-family home has increased by 1,318 square feet. In 1950, the average size of a new single-family home was 983 square feet. The average size of a household in 1950 was 3.38 persons. So, not only were houses smaller, they also contained more residents. If we divide the total number of square feet of a new 1950 house by the total number of household residents, we find that a new 1950 house averaged 290 square feet per person.

In 1970 the average size of a new single-family home was 1,500 square feet. This represents a 52% increase in home size since 1950. The average size of a household in 1970 was 3.11 persons. If we divide the total number of square feet of a new house in 1970 by the average number of household residents, we findthat a new house in 1970 averaged 482 square feet per person.

In 1990 the average size of a new single-family home was 2,080 square feet. This represents a 38% increase in home size since 1970. The average size of a household in 1990 was 2.63. If we divide the total number of square feet of a new house in 1990 by the average number of household residents we find that a new house in 1990 averaged 790 square feet per person.

In 2015 the average size of a new single-family home was 2,687 square feet. This represents a 29% increase in home size since 1990. The average size of a household in 2015 was 2.53 persons. If we divide the total number of square feet of a new house in 2015 by the average number of household residents we find that a new house in 2015 averaged 1,062 square feet per person. The average number of bedrooms and bathrooms has steadily increased in new single-family homes since 1950 as well.

In 1977, 30% of new single-family homes had 1 ½ bathrooms or less, 47% had two bathrooms, and 23% had 2 ½ bathrooms. In 1987, 17% of new single-family homes had 1 ½ bathrooms, 45% had two bathrooms, 26% had 2 ½ bathrooms, and 12% had three bathrooms or more.

In 1997, 9% of new single-family homes had 1 ½ bathrooms, 41% had two bathrooms, 33% had 2 ½ bathrooms, and 17% had three bathrooms or more. In 2006, 5% of new single-family homes had 1 ½ bathrooms, 36% had two bathrooms, 33% had 2 ½ bathrooms, and 26% had three bathrooms or more. In 2020, 3% of new single family homes had 1 bathroom, 65% had 2 bathrooms, 25% had 3 bathrooms, and 7% had 4 or more bathrooms.

In 1977, 11% of new single-family homes had two bedrooms or less, 66% had three bedrooms, and 23% had four bedrooms or more. In 1987, 19% of new single-family homes had two bedrooms or less, 58% had three bedrooms, and 23% had four bedrooms or more.

In 1997, 13% of new single-family homes had two bedrooms or less, 56% had three bedrooms or less, and 31% had four bedrooms or more. In 2006, 12% of new single-family homes had 2 bedrooms or less, 49% had three bedrooms, and 39% had four bedrooms or more. In 2020, 10% of new single-family homes had 2 bedrooms or less, 45% had 3 bedrooms, 36% had 4 bedrooms, and 9% had 5 bedrooms or more.

Affordable Housing Assessed

According to the U.S. Department of Housing and Urban Development (HUD), Alliance's area median income (AMI) is $80,800 (ACS $57,898) . AMI is defined by HUD as, "the midpoint in the income distribution within a specific geographic area. By definition, 50% of households earn less than the median income, and 50% earn more. AMI is used to determine the eligibility of applicants for both federally and locally funded housing programs." Alliance households that earn between 50 and 80% of the AMI are categorized as "low Income," Alliance households that earn between 30 and 50% of the AMI are categorized "very low income," and Alliance households that earn 30% or less of the AMI are categorized "extremely low income."

The purpose of this assessment is to first identify the value of homes each income classification is able to afford and then determine if the housing availability in Alliance is affordable for each income bracket. This is determined by comparing the inventory of available homes for sale by the amount that each income category is able to buy.

The HUD program defines an affordable housing allowance to be 30% of the total household monthly income. Therefore, a household that earns Alliance's AMI of $80,800 should spend 30% or less of its $6,733.33 monthly income ($2,020) on housing. If we assume that 20% of the house purchase price would be paid with cash and that the remaining 80% would be financed with a mortgage, an affordable house for a household that earns the AMI is worth between $220,800 and $230,400.

A household that earns between 50% and 80% of Alliance's AMI could qualify for a $144,000 to $152,000 mortgage. If we assume that 20% of the house purchase price would be paid with cash and that the remaining 80% would be financed with a mortgage, an affordable house for a Low Income household would be worth between $172,800 and $182,400.

A household that earns between 30% and 50% of Alliance's AMI could qualify for a $86,400 to $94,400 mortgage. If we assume that 20% of the house purchase price would be paid with cash and that the remaining 80% would be financed with a mortgage, an affordable house for a Very Low Income household would be worth between $103,680 and $113,280.

A household that earns 30% or less than Alliance's AMI could qualify for a $40,000 to $48,000 mortgage. If we assume that 20% of the house purchase price would be paid with cash and that the remaining 80% would be financed with a mortgage, an affordable house for an Extremely Low Income household would be worth between $48,000 and $57,600.

A recent property listing review indicates that 18 residential homes were for sale in Alliance. The least expensive home available in Alliance was $55,000 and the most expensive home available in Alliance was $650,000. Of the available inventory, 17 of the 18, or 94 % of the homes are considered affordable for Alliance households who earn the AMI, 56% or 10 of the homes are considered affordable for Low Income Alliance households, 17% or 3 of the homes are considered affordable for Very Low Income Alliance households, and none of the homes are considered affordable for Extremely Low Income Alliance households.

Housing Availability (For Sale)

A stated in the previous section, the intent of the affordable housing assessment is two-fold; identify the value of homes each income classification is able to afford and to determine if the housing availability in Alliance is affordable for each income bracket. This is determined by comparing the inventory and price of for-sale and rental properties available with the monthly housing allowance of each income bracket. Through segmentation of the housing market into size (# of bedrooms), type, and style, a detailed inventory of available and affordable housing within each income bracket is created.

The following graphic provides a detailed breakdown of for-sale housing units available to each income bracket by size, type, and style.

The graphic on the adjacent page provides a similar breakdown for rental properties.

	Area Median Income AMI	Low Income 50% to 80% of AMI	Very Low Income 30% to 50% of AMI	Extremely Low Income 30% or less of AMI
Yearly Income	$80,800.00	$52,520.00	$32,320.00	$24,240.00
Monthly Income	$6,733.33	$4,376.67	$2693.33	$2020.00
Affordable Housing Allowance	$2,020.00	$1313.00	$808.00	$606.00
Available 1-3 Bedroom Units	21	19	10	2
Available 4+ Bedroom Units	5	4	1	0
Available Single Story Units	14	12	6	1
Available Split Level Units	4	1	0	0
Available Two-Story Units	8	10	5	0
Available Single Family Units	26	23	11	2
Available Multi-Family Units	0	0	0	0
Available Townhome / Condo Units	0	0	0	0
Available Mobile Home Units	1	1	1	1

Fig. H1

Housing Availability (Rental) Assessed

	Area Median Income AMI	Low Income 50% to 80% of AMI	Very Low Income 30% to 50% of AMI	Extremely Low Income 30% or less of AMI
Yearly Income	$80,800.00	$52,520.00	$32,320.00	$24,240.00
Monthly Income	$6,733.33	$4,376.67	$2693.33	$2020.00
Affordable Housing Allowance	$2,020.00	$1313.00	$808.00	$606.00
Available 1-3 Bedroom Units	3	3	0	0
Available 4+ Bedroom Units	0	4	1	0
Available Single Family (House) Units	5	12	6	1
Available Apartment Units	9	9	9	0
Available Duplex Units	1	10	5	0
Available Townhome Units	0	0	0	0
Available Mobile Home Units	2	2	2	0

Fig. H2

Units Per Housing Structure

The percentage of total housing units is identified on the y-axis and the type of housing structure is identified on the x-axis. The U.S. Census Bureau identifies two primary types of single-family housing units: 1-unit detached and 1-unit attached.

The overwhelming majority of housing units in Alliance, Box Butte County, and Nebraska are single-family 1-unit detached housing structures. Approximately 74.4% of housing units in Alliance, 77.5% of housing units in Box Butte County, and 73.4% of housing units in Nebraska are defined as 1-unit detached housing structures. The percentage of multi-family units, which are grouped by size, are relatively consistent in Alliance, Box Butte County, and Nebraska. Approximately 3.3% of Alliance's total housing units are mobile homes.

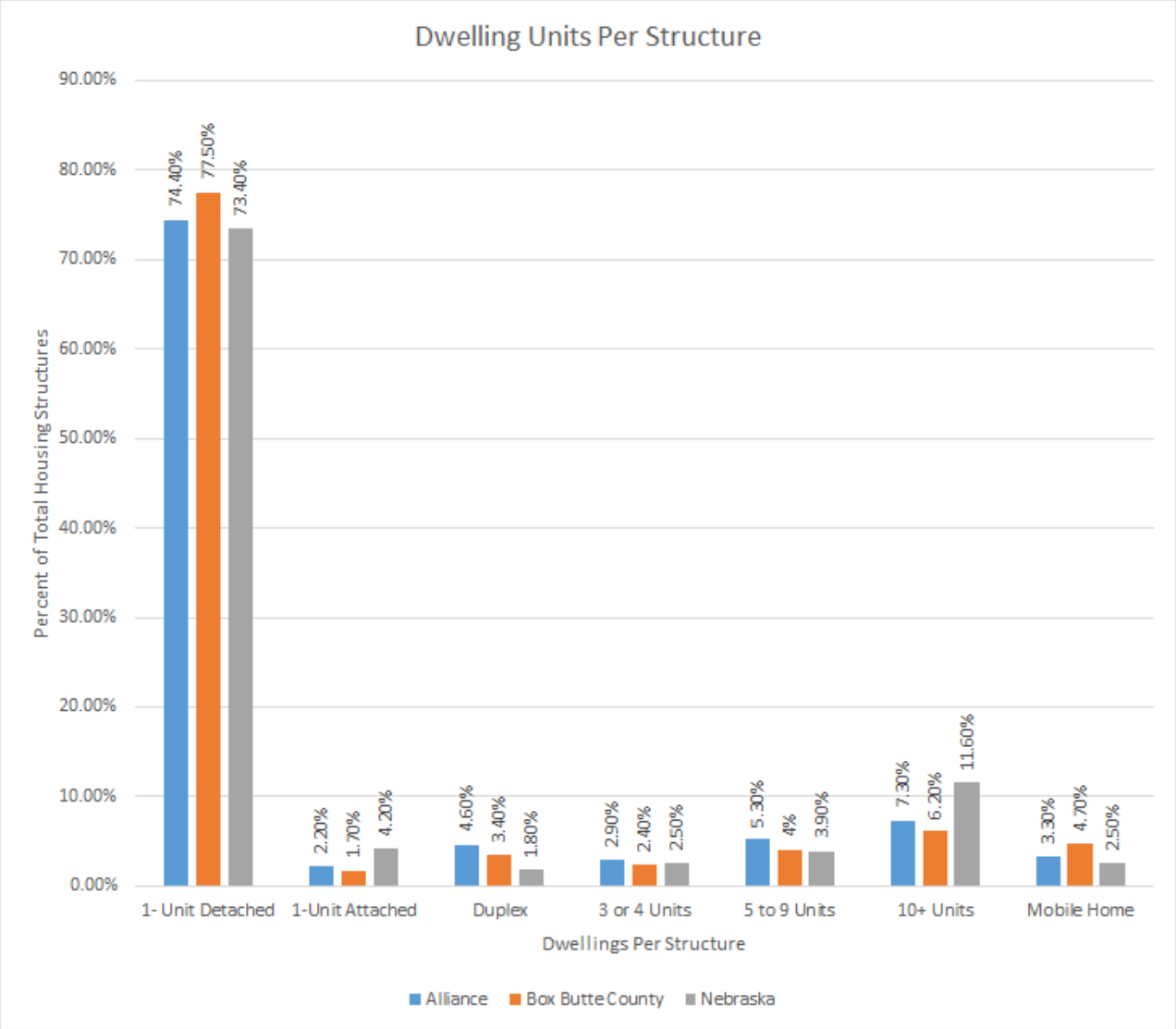


Fig. H3

Source: U.S. Census Bureau

Year Built

The y-axis identifies the percentage of total housing units and the x-axis lists eight date ranges. Alliance's largest housing construction boom occurred between 1970 and 1979. Older homes (those that were constructed in 1939 or earlier) account for 30.6% of Alliance's total housing stock. This means that nearly one-third of Alliance's homes are at least 80 years old.

New home construction has waned since 1980. Homes constructed between 1980 and now represent 21.6% of Alliance's housings stock. Comparatively, Alliance's home construction patterns are fairly similar to both Box Butte County and Nebraska. The notable exception to this is that Alliance and Box Butte County have lagged behind Nebraska in the percentage of total housing units constructed since 1980.

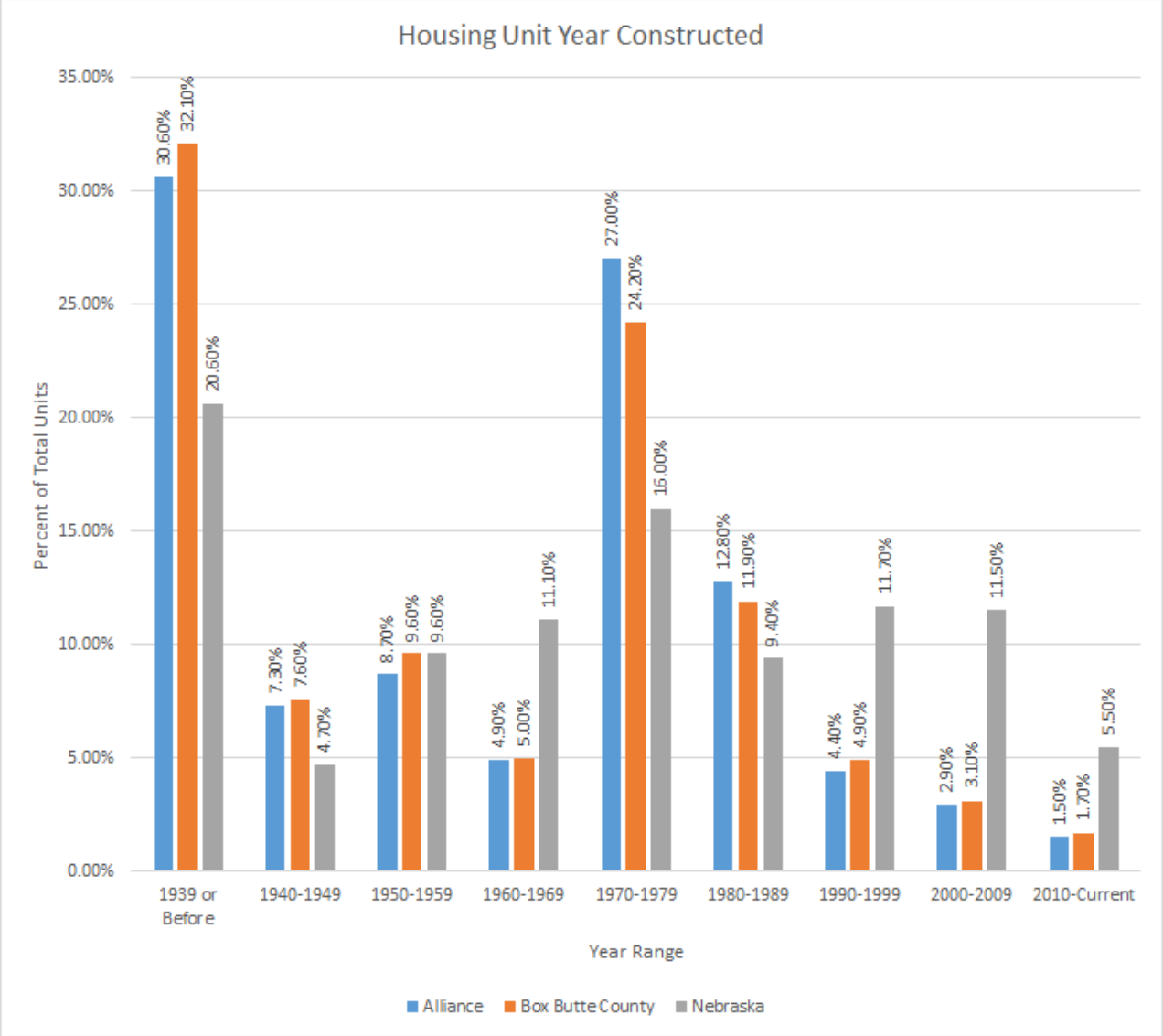


Fig. H4

Source: U.S. Census Bureau

Monthly Owner Costs

The percentage of owner-occupied housing units is identified on the y-axis and seven monthly mortgage home owner cost ranges are depicted on the x-axis. Eight tenths of a percent of Alliance home owners that have a mortgage spend less than $500 per month on household ownership costs, about 28.7% spend $500 to $999 per month on household ownership costs, and 45.3% spend $1000 to $1499 per month on household ownership costs.

Nineteen and a half percent of Alliance home owners with a mortgage spend $1,500 to $1,999 on household ownership costs and 5.8% of Alliance home owners with a mortgage spend more than $2000 on household ownership costs. This is significantly lower than the Nebraska average for those spending $2000 or more on household ownership costs(19.3%).

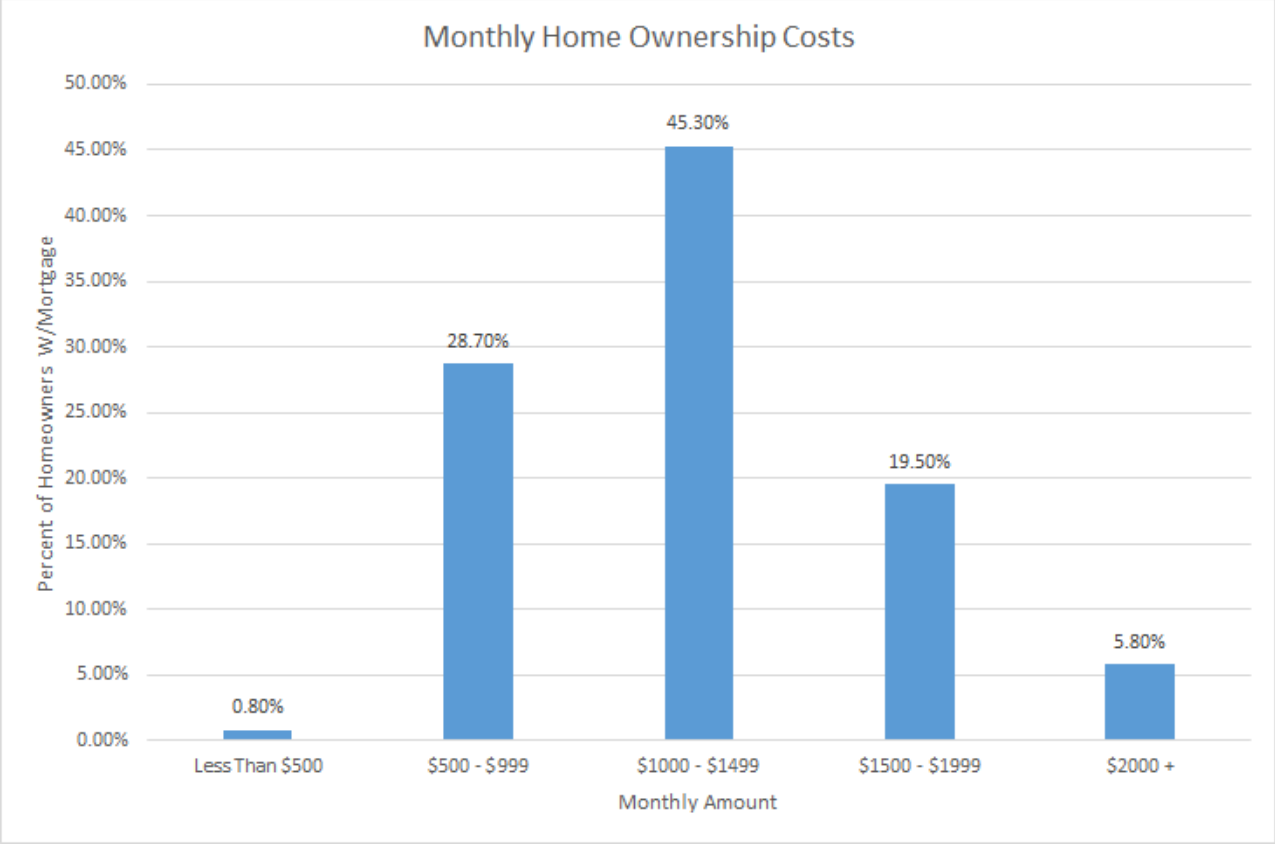


Fig. H5

Source: U.S. Census Bureau

Monthly Rental Costs

The percentage of rental-occupied housing units is depicted on the y-axis and rental cost ranges are depicted on the x-axis. Nearly 30% of Alliance renters spend less than $500 per month on housing costs, 66.6% spend $500 to $999 per month on housing costs. Box Butte County's monthly rental cost breakdown is similar to Alliance's.

However, significant differences exist between the rental cost range percentages between Alliance and the state of Nebraska. The monthly rental cost range of $1000 to $1499 offers the most striking difference. Only 4.9% of Alliance renters are in this range compared to 23.5% of Nebraska renters.

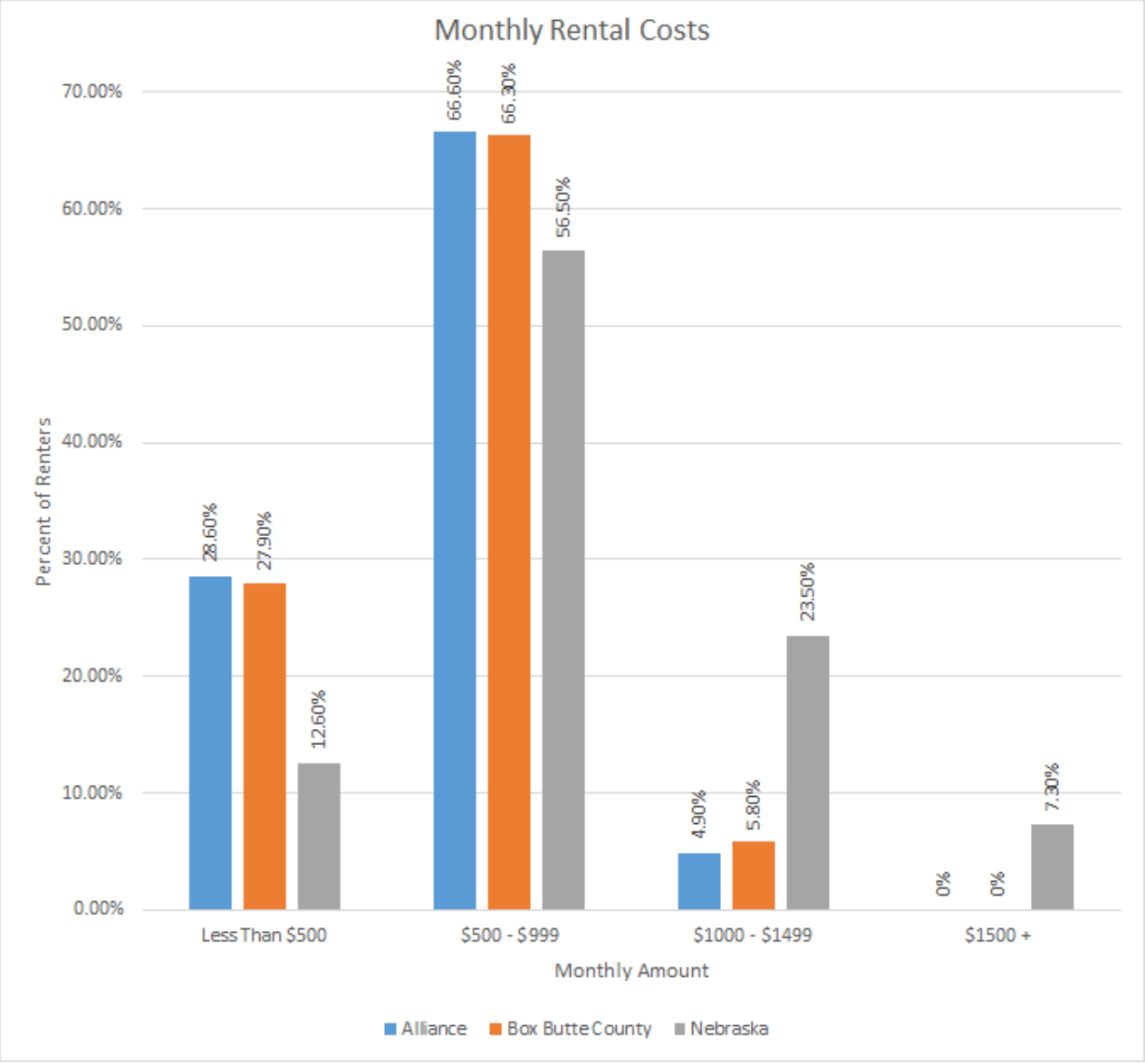


Fig. H6

Source: U.S. Census Bureau ACS

Tenure By Household Size Owner-Occupied Housing Units

The percentage of owner-occupied housing units is depicted on the y-axis and four household sizes are depicted on the x-axis. Approximately 42% of Alliance's owner-occupied housing units are inhabited by two-person households, 24.9% of Alliance owner-occupied housing units are inhabited by one-person households, and 11.9% of Alliance owner-occupied housing units are inhabited by three-person households. About 21% of Alliance's owner-occupied housing units are inhabited by 4 or more persons.

When we compare Alliance's tenure of owner-occupied housing units by household size to Box Butte County and the state of Nebraska, we find that the statistics are very similar.

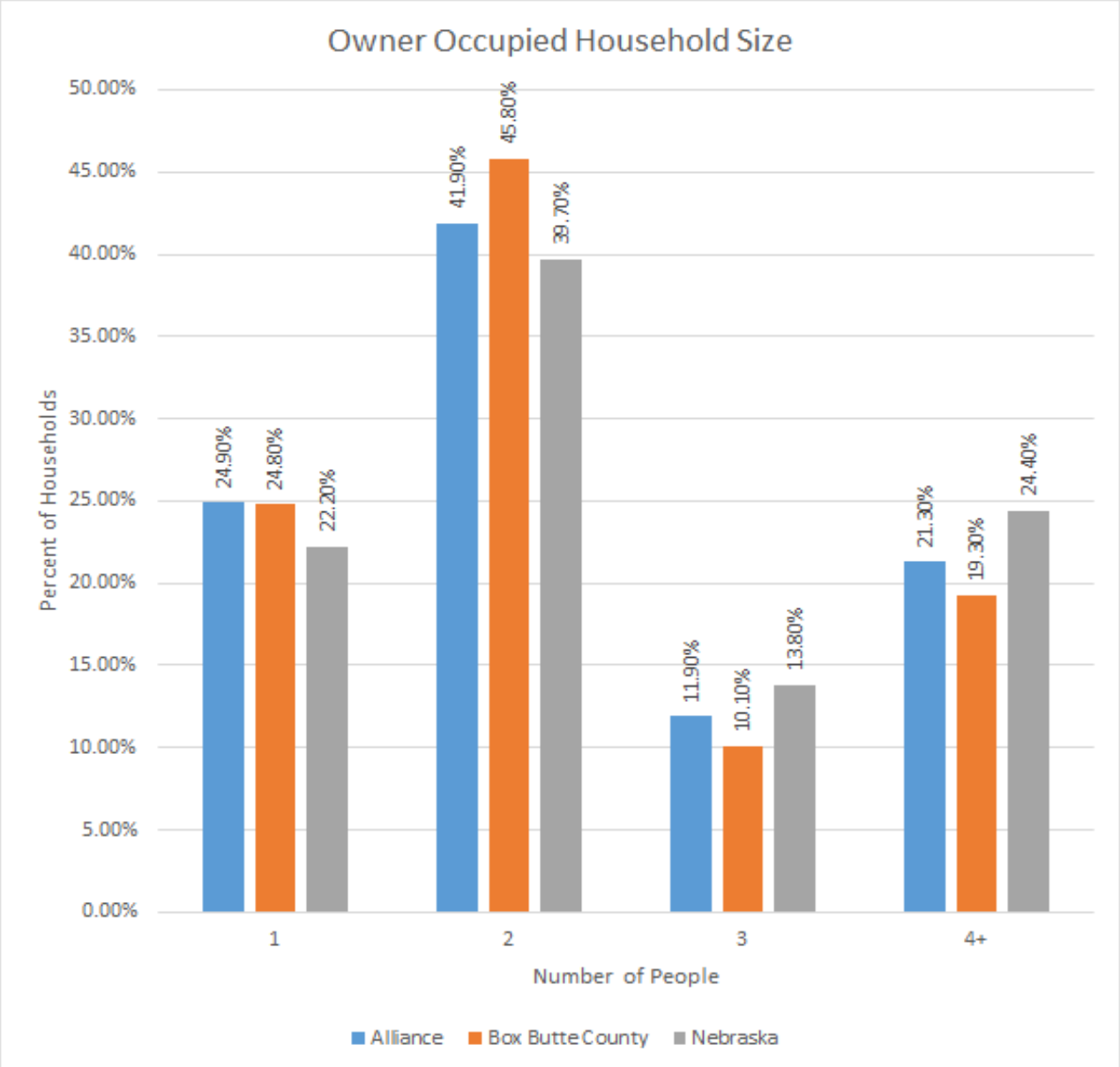


Fig. H7

Source: U.S. Census Bureau ACS

Tenure by Household Size Renter Occupied Housing Units

This graph identifies the tenure of renter-occupied housing units by household size in Alliance, Box Butte County, and the state of Nebraska. The percentage of renter-occupied housing units is depicted on the y-axis and seven household sizes are depicted on the x-axis. With 51.5% of the renter-occupied housing units, one-person households occupy the highest percentage of renter-occupied housing in Alliance. The three-person household size contains the least amount of households at 10.5%.

When we compare Alliance's tenure of renter-occupied housing units by housing size to Box Butte County and the state of Nebraska, we find that th statistics are very similar.

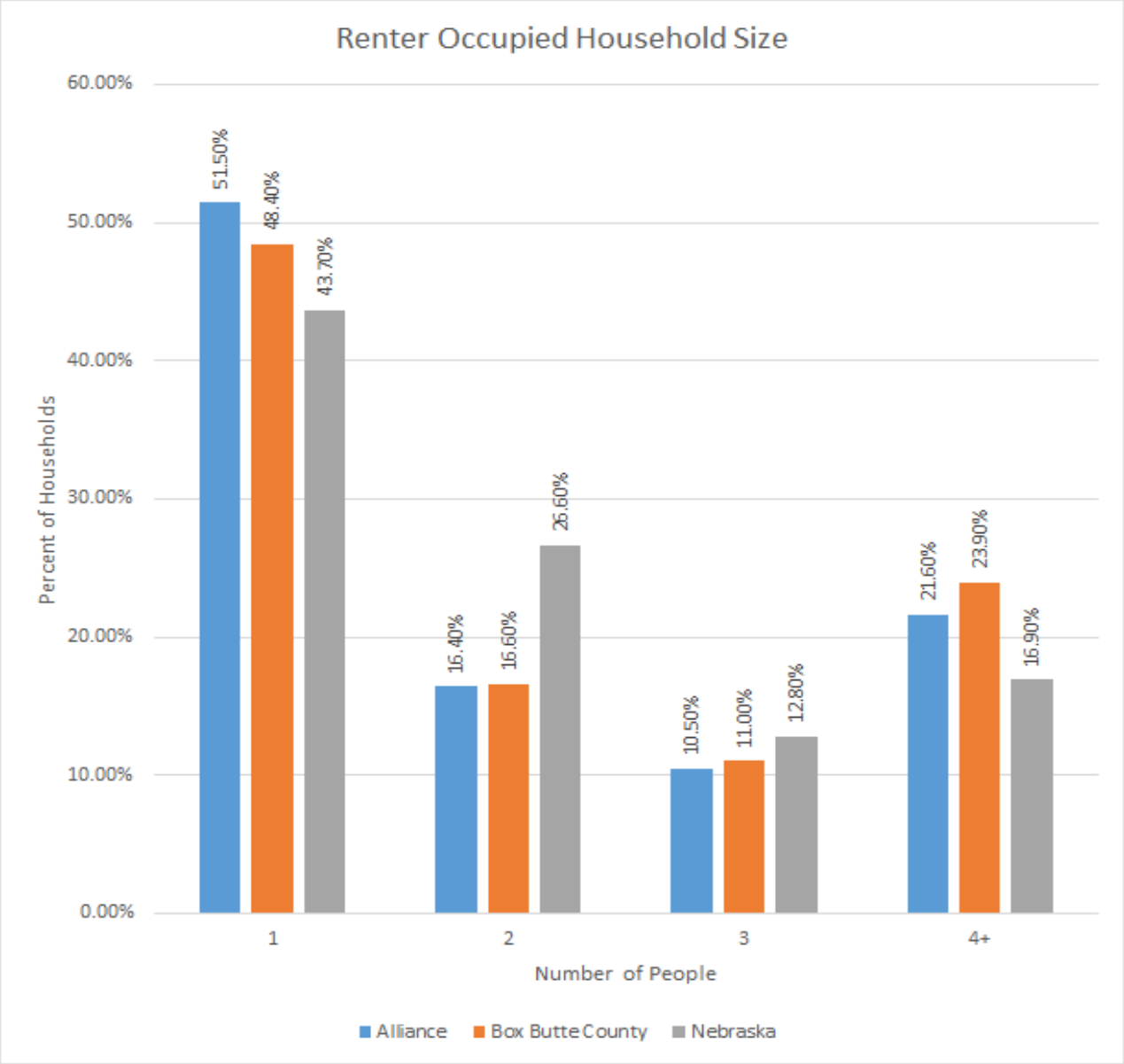


Fig. H8

Source: U.S. Census Bureau ACS

Home Value

The y-axis identifies the percentage of total housing units and the x-axis lists eight price ranges. Comparatively, the value of Box Butte County homes is similar and consistent with Alliance home values. There are small discrepancies in value between Alliance homes and Nebraska homes but they primarily follow the same trends and fall in the same pricing categories.

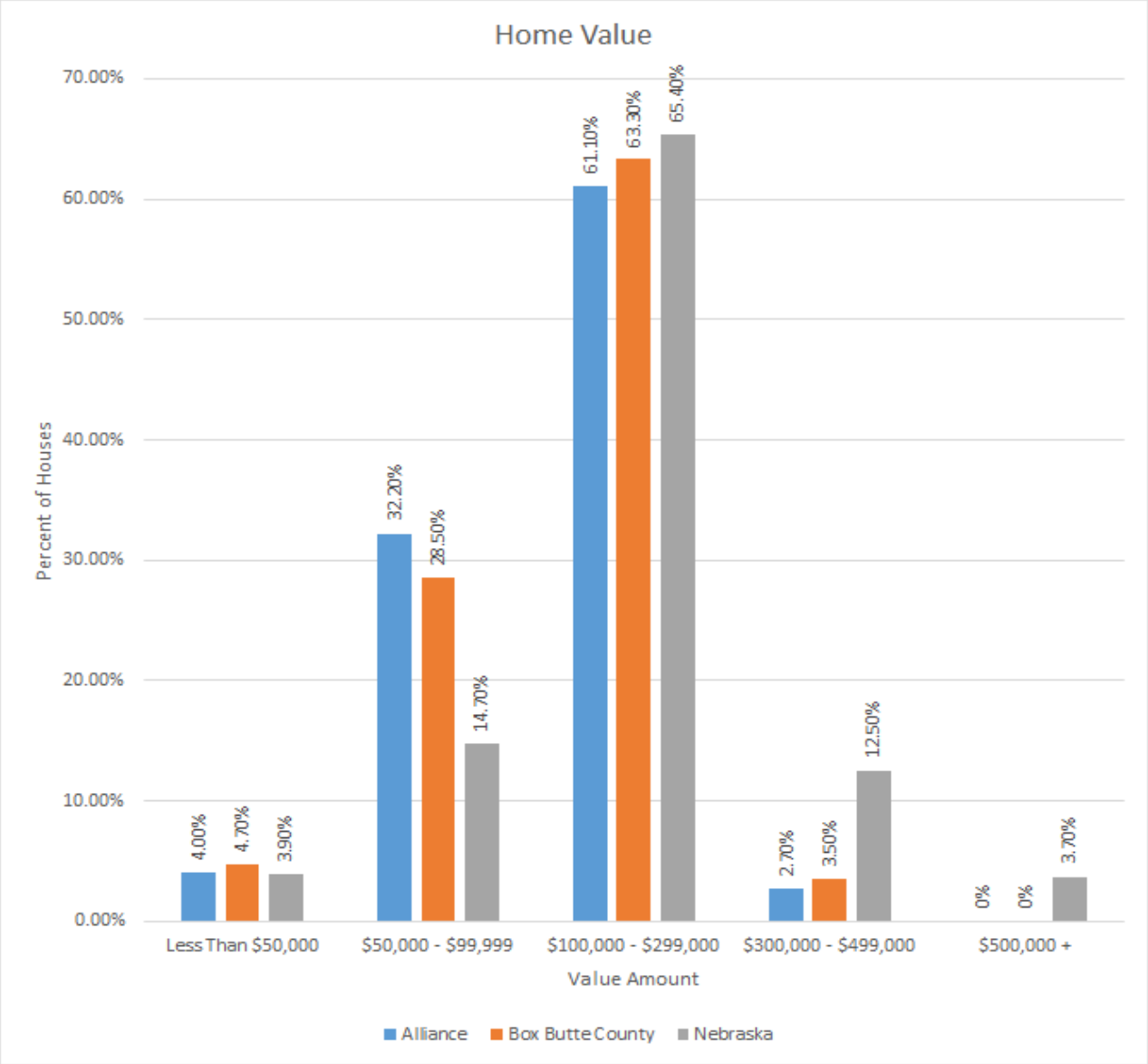


Fig. H9

Source: U.S. Census Bureau

Tenure by Age of Owner Occupied Housing Units

This graph identifies the tenure of owner-occupied housing units by age of householder in Alliance, Box Butte County, and the state of Nebraska. The percentage of owner-occupied housing units is depicted on the y-axis and age cohorts are depicted on the x-axis. The 55 to 64 age cohort occupies the highest percentage of owner occupied housing in Alliance, Box Butte County, and Nebraska.

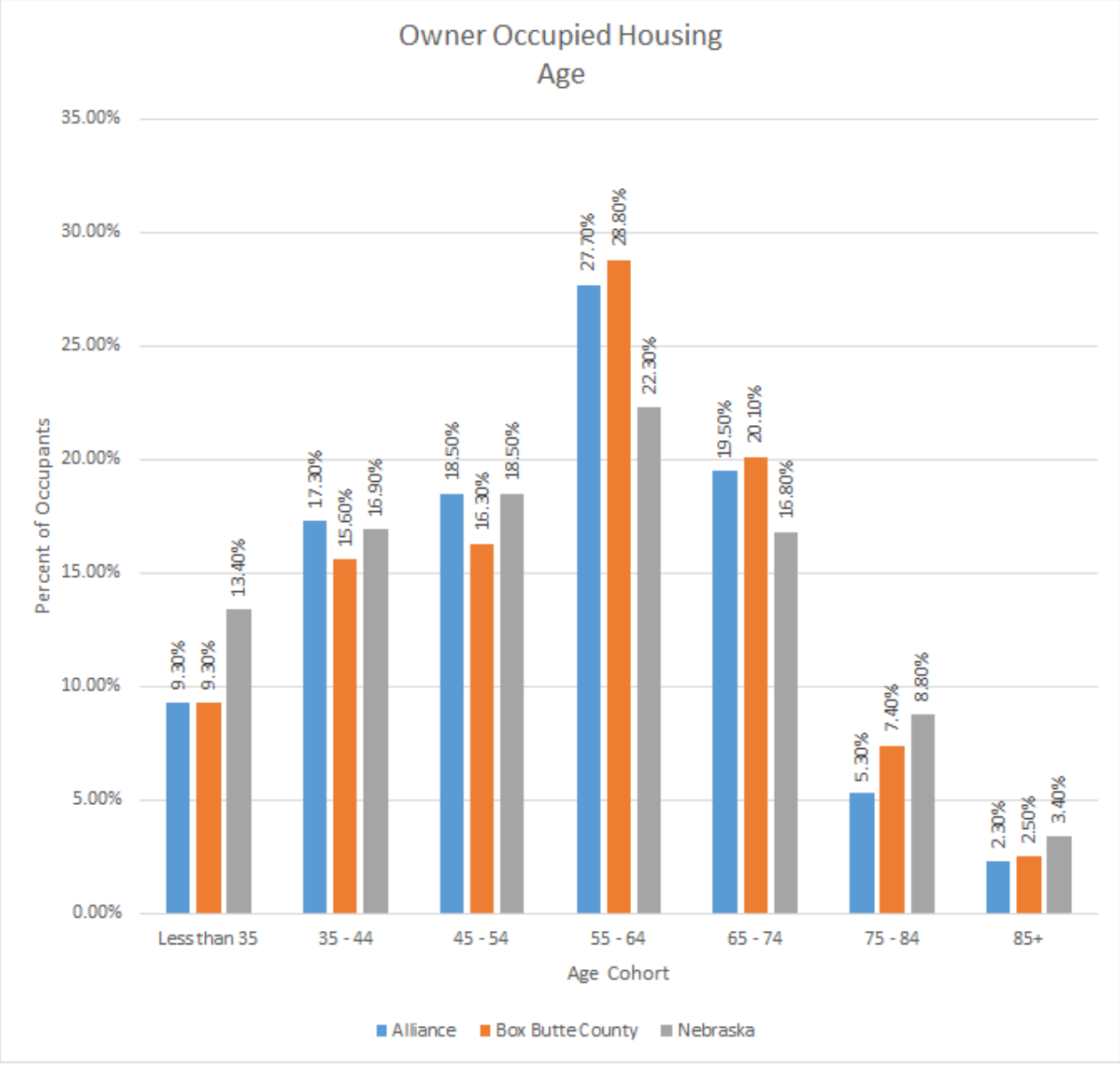


Fig. H10

Source: U.S. Census Bureau

Tenure by Age of Renter Occupied Housing Units

This graph identifies the tenure of renter-occupied housing units by age of householder in Alliance, Box Butte County, and the state of Nebraska. The percentage of renter-occupied housing units is depicted on the y-axis and eight age cohorts are contained on the x-axis. With 37.9% of the renter-occupied housing units, the under 35 age cohort occupies the highest percentage of renter-occupied housing in Alliance. The 35 to 44 age cohort contains the second highest percentage of renters in Alliance. The tenure by age of renter-occupied housing units allocation breakdown is fairly consistent across Alliance, Box Butte County, and the state of Nebraska. Only minor discrepancies exist.

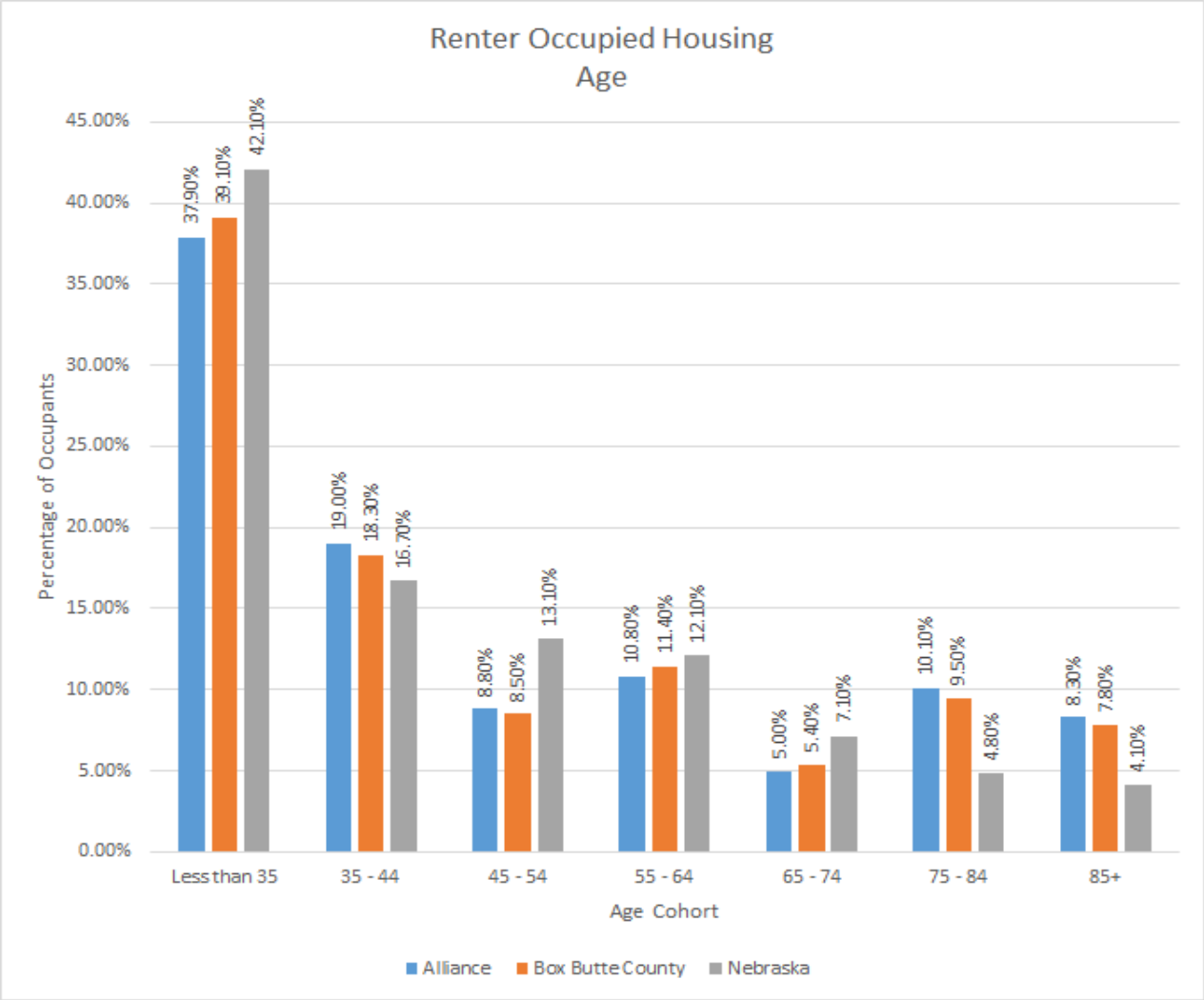


Fig. H11

Source: U.S. Census Bureau

Comparable Communities Assessed

Newly Authorized Housing Units
(2014-2022)
The y-axis displays the number of housing units constructed between 2014 and 2022 according to the American Community Survey. Alliance had 9 new units, Gering had 6 new housing units, Chadron had 25, and Scottsbluff had 25.

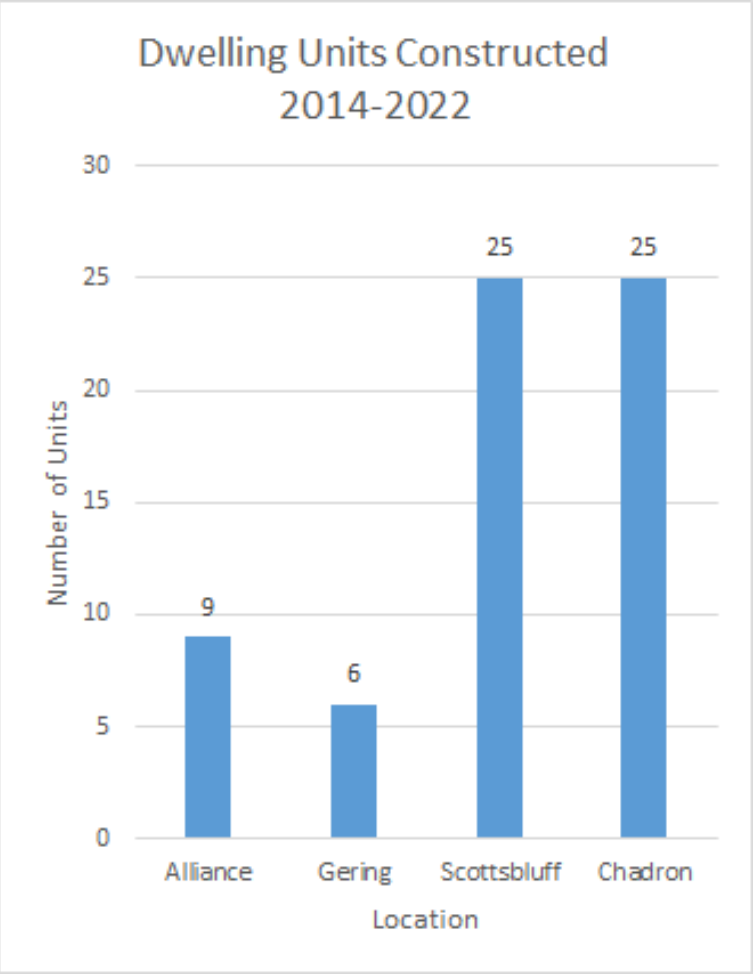


Fig. H12 Source: ACS

Homeowner Vacancy Rate

The y-axis displays the homeowner vacancy rate and the x-axis contains the names of the comparable communities. The U.S. Census Bureau defines the homeowner vacancy rate as, "the number of vacant housing units offered for sale only divided by the total number of owner housing units, expressed as a percentage. The numerator does not include vacant units that are offered either for rent or sale." With a homeowner vacancy rate of .6%, Alliance has a slightly lower homeowner vacancy rate than the state of Nebraska, which has a homeowner vacancy rate of .9 %. Comparatively, Chadron and Gering have homeowner vacancy rates of 0 %, and Scottsbluff has a homeowner vacancy rate of 1.5%. Of the comparable communities, Scottsbluff has the highest homeowner vacancy rate and Chadron and Gering have the lowest homeowner vacancy rate.

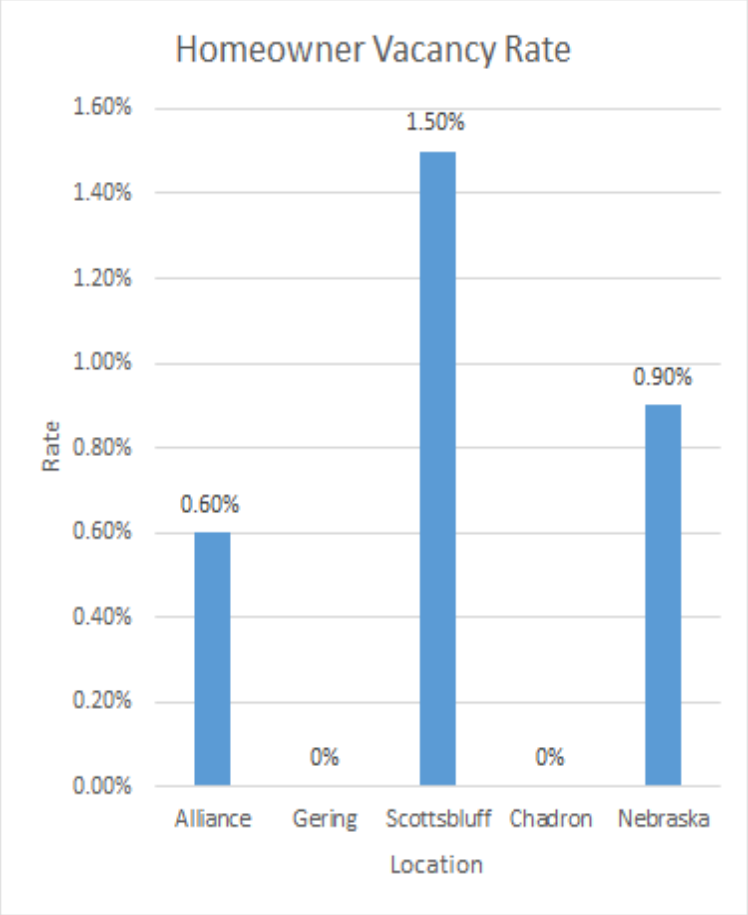


Fig. H13

Source: ACS

Rental Vacancy Rate

The y-axis displays the rental vacancy rate and the x-axis contains the names of the comparable communities. The University of New Mexico defines the rental vacancy rate as, "the percentage relationship of the number of vacant units for rent to the total rental inventory. It is computed by dividing the number of vacant units for rent by the sum of the renter-occupied units and the number of vacant units for rent." With a rental vacancy rate of 8.3%, Alliance has a higher rental vacancy rate than the state of Nebraska, which has a rental vacancy rate of 5.4%. Comparatively, Gering has a rental vacancy rate of 2%, Scottsbluff has a rental vacancy rate of 4.3%, and Chadron has a rental vacancy rate of 11.7%. Of the comparable communities, Alliance has the second highest rental vacancy rate and Gering has the lowest rental vacancy rate.

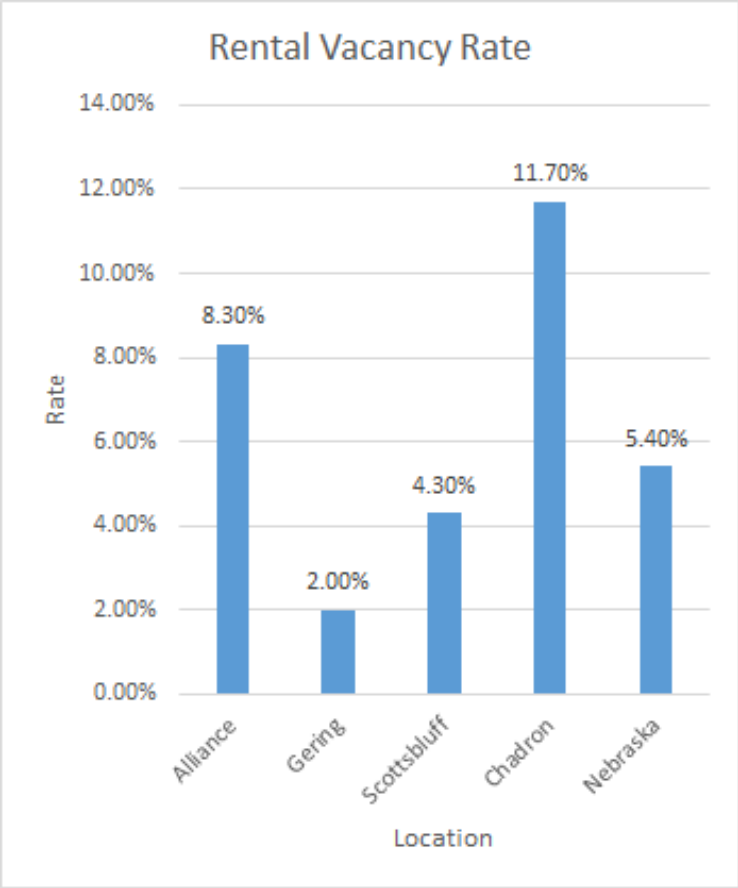


Fig. H14

Source: ACS

Homeownership Rate

The y-axis displays the homeownership rate and the x-axis contains the names of the comparable communities. The homeownership rate is defined by the U.S. Census Bureau as, "the proportion of households that own their housing units. The rate is calculated by dividing the number of households that are owners (owner-occupied housing units) by the total number of households (total occupied housing units).

The owner or co-owner must live in the unit." With a homeownership rate of 66.6%, Alliance has a slightly higher homeownership rate than the state of Nebraska, which has a homeownership rate of 66.2%.

Comparatively, Gering has a homeownership rate of 73%, Scottsbluff has a homeownership rate of 54.7%, and Chadron has a homeownership rate of 57%. Of the comparable communities, Scottsbluff has the lowest homeownership rate and Gering has the highest homeownership rate.

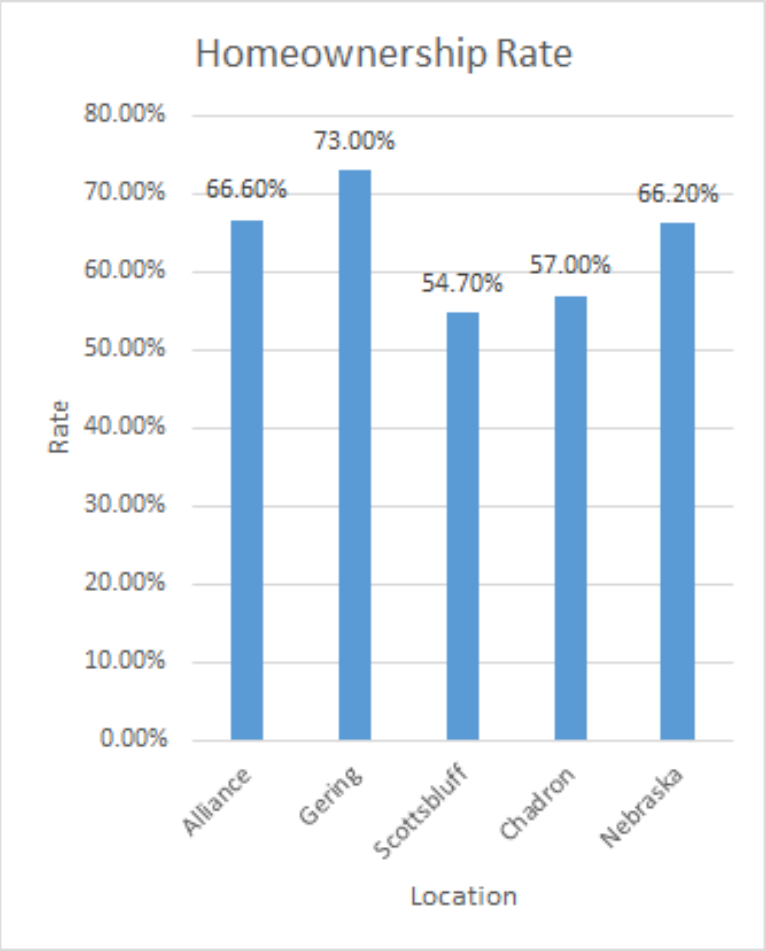


Fig. H15

Source: ACS

Percent of Housing Built Before 1970

The y-axis displays the percentage of housing units built before 1970 and the x-axis contains the names of the comparable communities. With 50.5% of its homes built prior to 1970, Alliance's housing stock is slightly younger than Nebraska's housing stock at 45.5%.

Comparatively, 59.7% of Scottsbluff's housing units were built before 1970, 40.9% of Gerings, and 70.6% of Chadron's housing units were built before 1970. Of the comparable communities, Chadron has the highest percentage of housing units built before 1970 and Gering has the lowest percentage of housing units built before 1970.

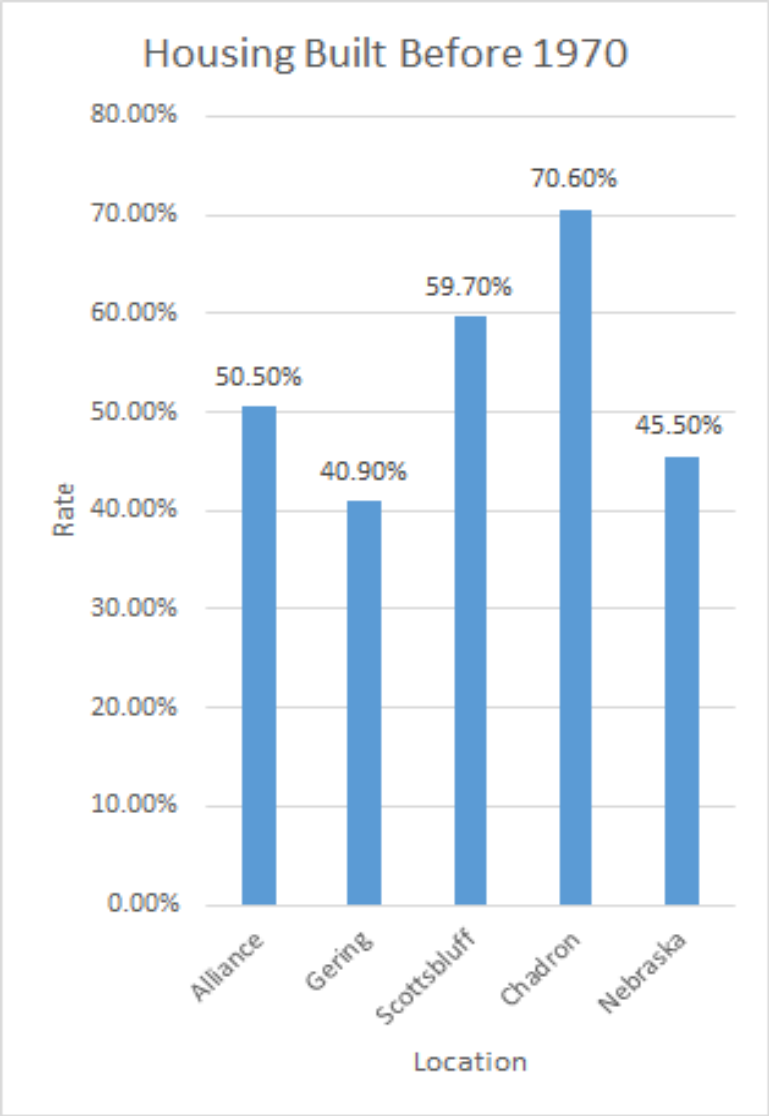


Fig. H16 Source: ACS

Median Home Loan Amount

The y-axis displays the average house loan amount and the x-axis contains the names of the comparable communities. With a median loan amount of $132,400, the median house loan amount in Alliance is lower than the state of Nebraska at $165,600. Comparatively, the median house loan amount in Scottsbluff is $123,000, $147,000 in Gering, and the median house loan amount in Chadron is $137,800. Of the comparable communities, Scottsbluff has the lowest median house loan amount and Gering has the highest.

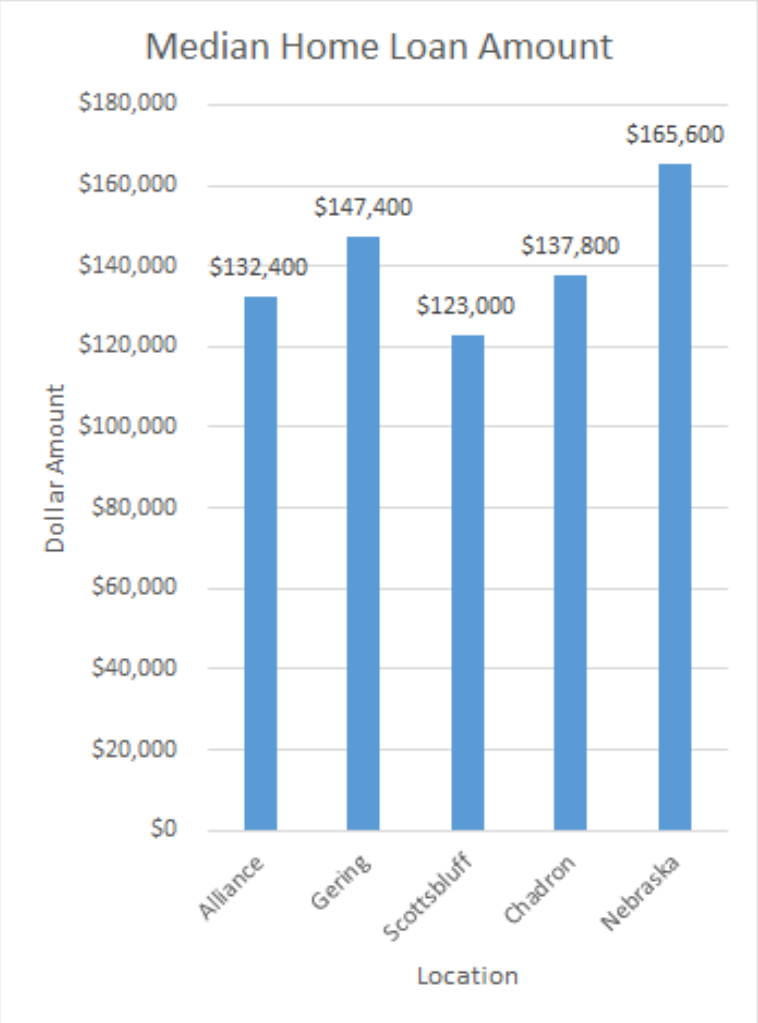


Fig. H17

Source: ACS

Percentage of Renter Occupied Households with Cost Burden
The y-axis displays the percentage of households with a cost burden and the x-axis contains the names of the comparable communities. The U.S. Census Bureau states, "A household has a housing cost burden if it spends 30% or more of its income on housing costs." In Alliance, 41.3% of the households have a housing cost burden.

This means that over 1/3 of all Alliance households spend 30% or more of their income on housing costs. Comparatively, the Nebraska average is 38.8%, 33.5% of Gering households have a housing cost burden, 42.8% of Scottsbluff households have a housing cost burden, and 25.5% of Chadron households have a housing cost burden. Of the comparable communities, Gering has the lowest percentage of households with a housing cost burden and Scottsbluff has the highest.

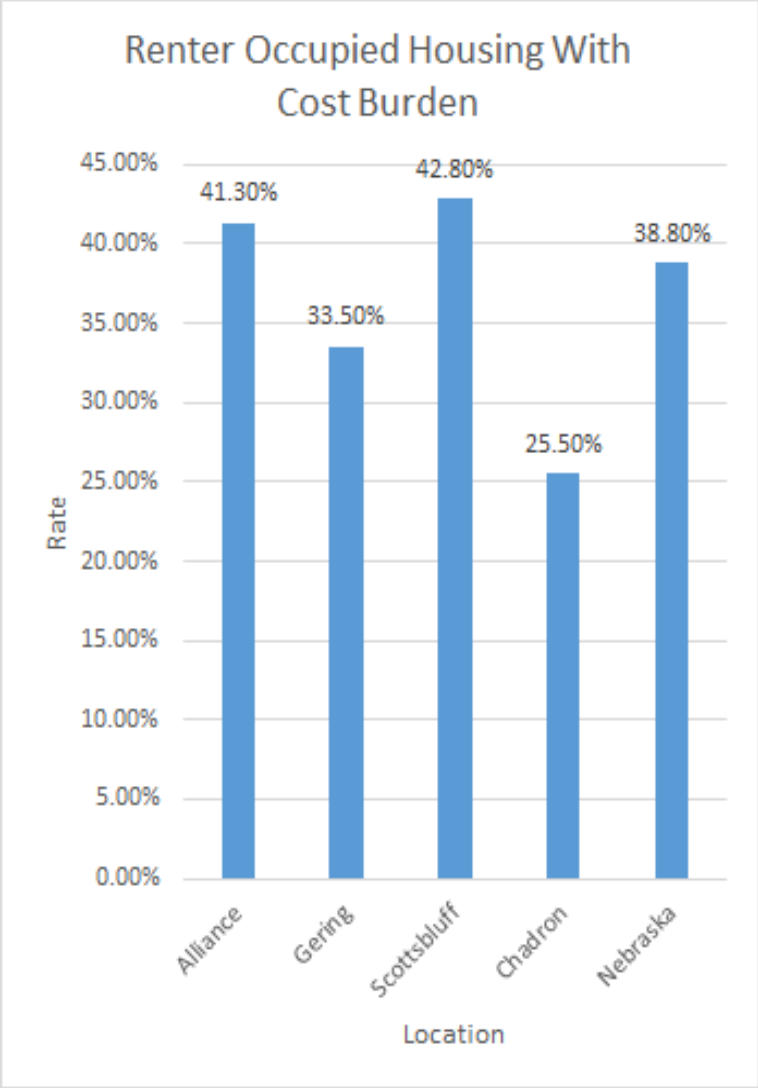


Fig. H18

Source: ACS

Percent of Owner Occupied Households with Cost Burden

The y-axis displays the percentage of households with a severe cost burden and the x-axis contains the names of the comparable communities. The U.S. Census Bureau states, "A household has a severe housing cost burden if it spends 30% or more of its income on housing." 23.4% of Alliance's households have a severe housing cost burden. Alliance's percentage of households with a severe housing cost burden is slightly higher than the Nebraska state average of 20.5%. Comparatively, 20.6% of Gering households have a severe housing cost burden, 22.3% of Scottsbluff households have a severe housing cost burden, and 8.9% of Chadron households have a severe housing cost burden.

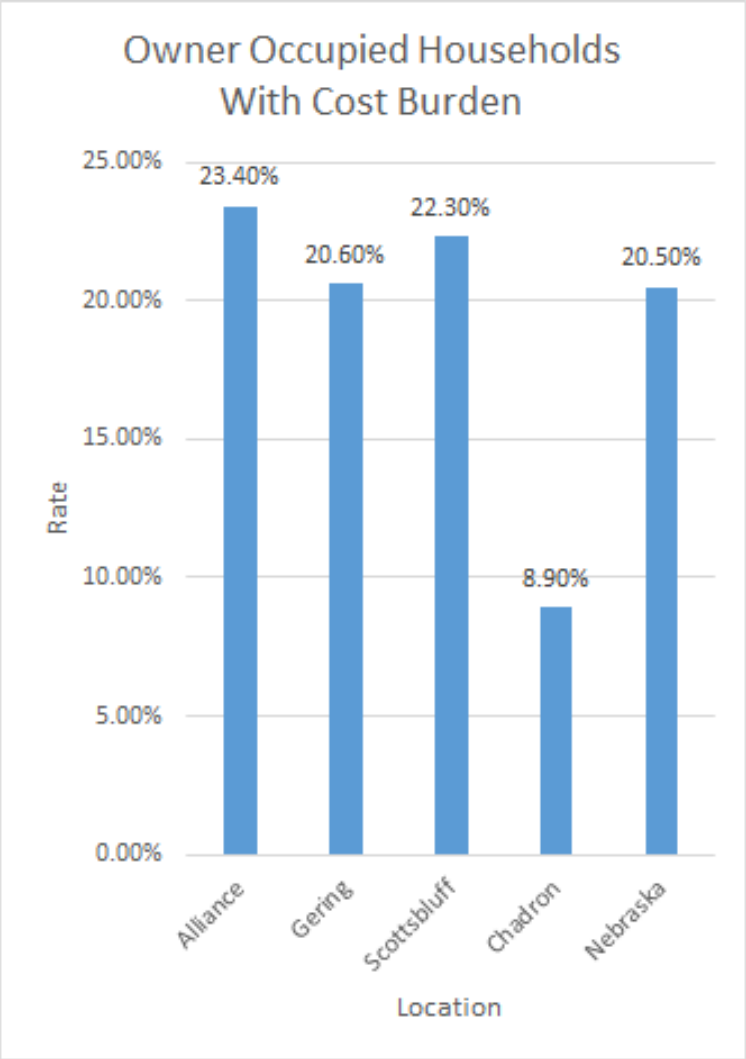


Fig. H19

Source: ACS

Census Tracts Assessed

Census Tract 9512 Profile

Census Tract 9512 encompasses much of northern Alliance. The tract is generally bounded by 10th Street on the south, and the city limits on the east, west, and north. While census tract 9512 is much larger than the area included within Alliance city limits, nearly 1,150 acres of the census tract are within the city boundaries. The tract has a residential housing density of 1.96 dwelling units per acre.

Issues and concerns in tract 9512 include a high percentage of households with a housing cost burden or severe housing cost burden.

The census tract does have a higher than average median household income and a low homeowner vacancy rate. Also, the tract includes several community parks, recreational facilities, and schools.

Census Tract 9512 Map

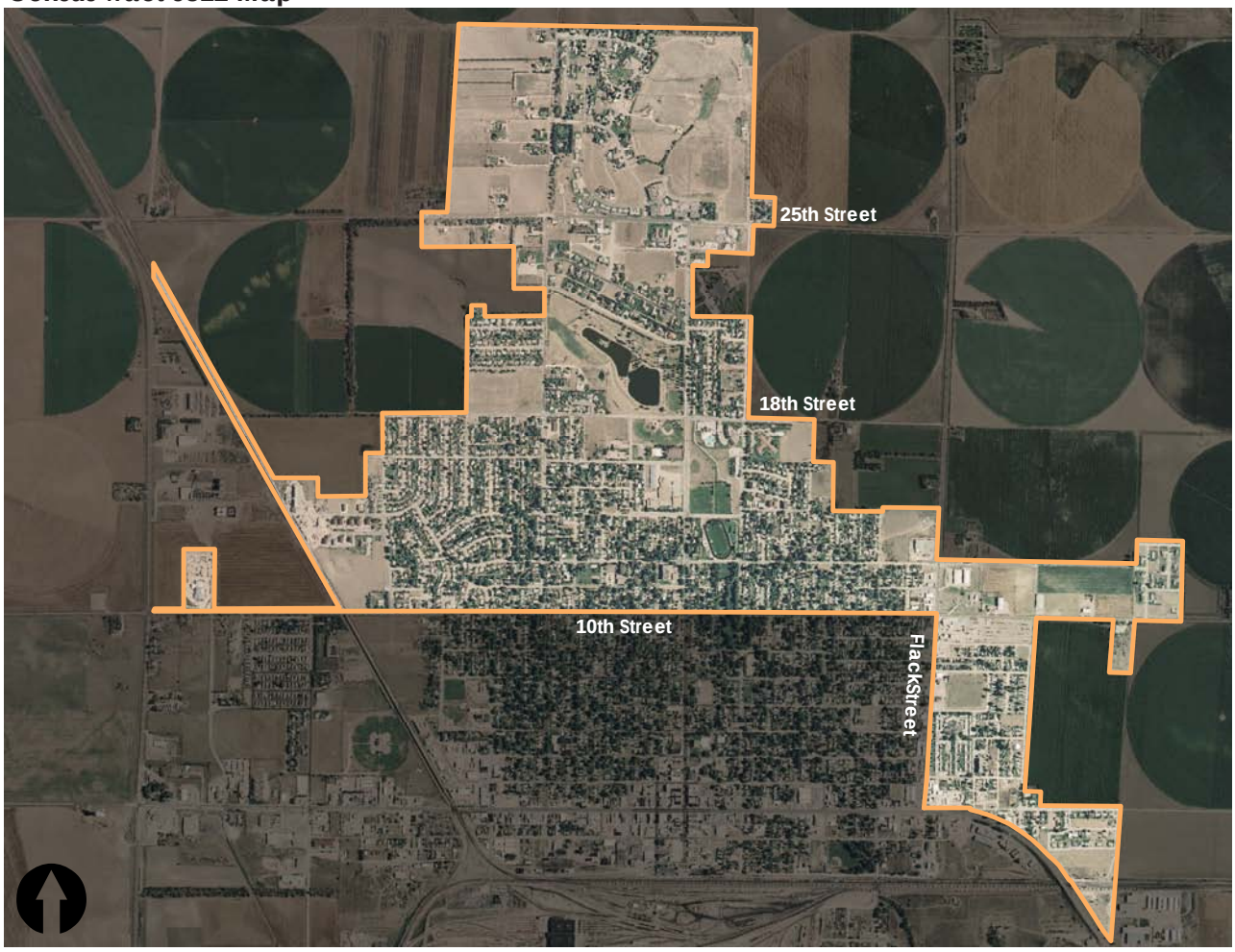


Fig. H20

Census Tracts Assessed

Census Tract 9513 Profile

Census Tract 9513 includes much of southern Alliance. The tract is generally bounded by 10th Street on the north, Highway 385 on the west, Kansas Street on the south, and the city limits on the east. Census tract 9513 is also much larger than the area included within Alliance city limits. About 1860 acres of tract 9513 fall within Alliance city limits. The tract has a residential housing density of 1.1 dwelling units per acre.

Issues and concerns in tract 9513 include a lower than average median household income, high poverty rate, and a significant number of housing structures built before 1970. Also, the tract has very high percentages of households with a housing cost burden or a severe housing cost burden. The census tract includes several community parks and schools. Also, the tract includes a police and fire station.

Census Tract 9513 Map

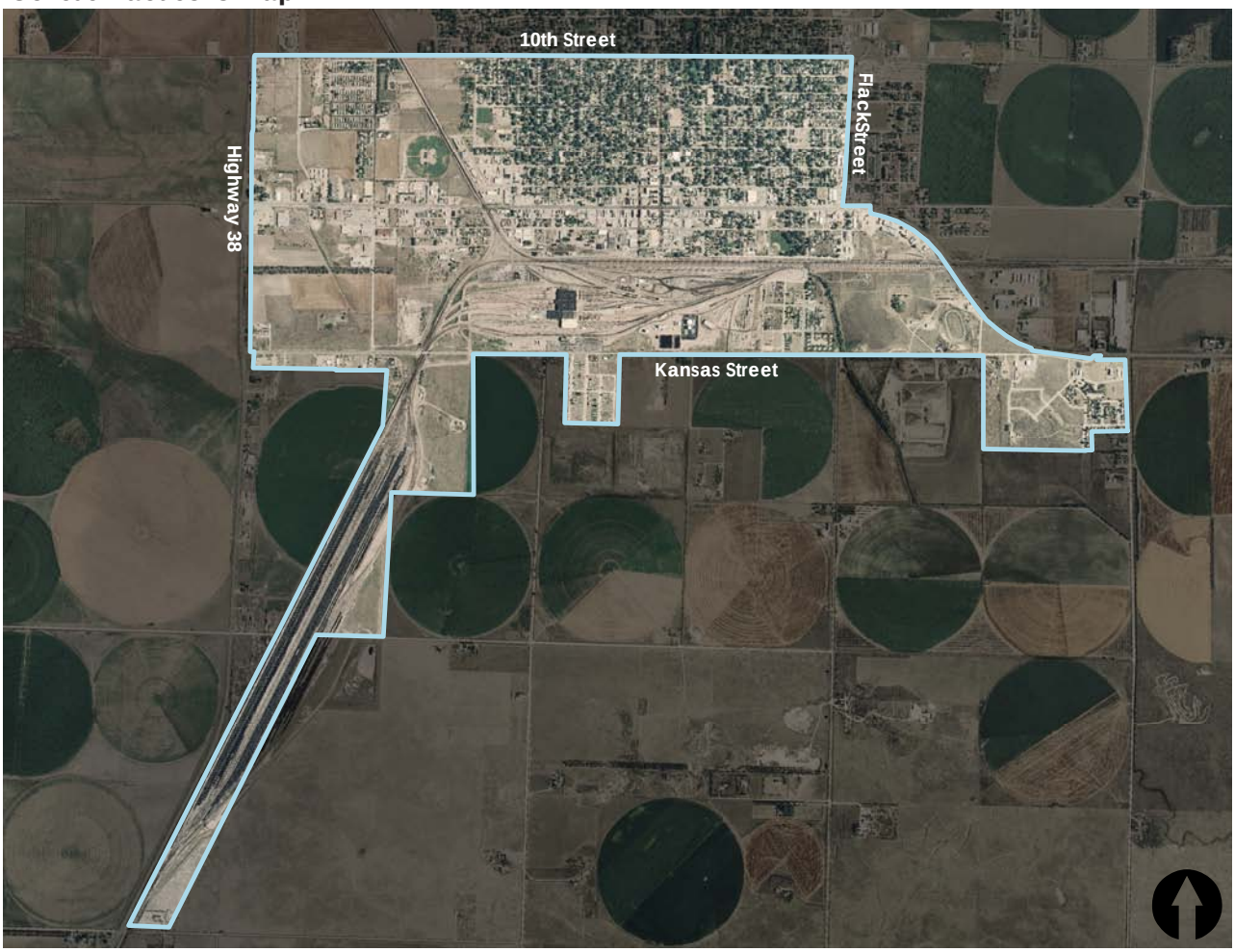


Fig. H21

Census Tracts Assessed

Total Population
This map depicts the total population by census tract for both tracts within the City of Alliance corporate limits. Total population is the number of person living within each census tract. Both Census Tracts extend beyond the Corporate Limits which is why the total of both tracts is more than the population of the City. With a total population of 4,736 persons, census tract 9512 has a slightly higher population than census tract 9513, which has 3,889 persons. While tract 9512 is smaller in size (acres), it contains more housing units and a greater housing density. Another factor that may affect total population is existing land use. The primary land use within tract 9512 is residential, while tract 9513 includes a considerable amount of commercial development.

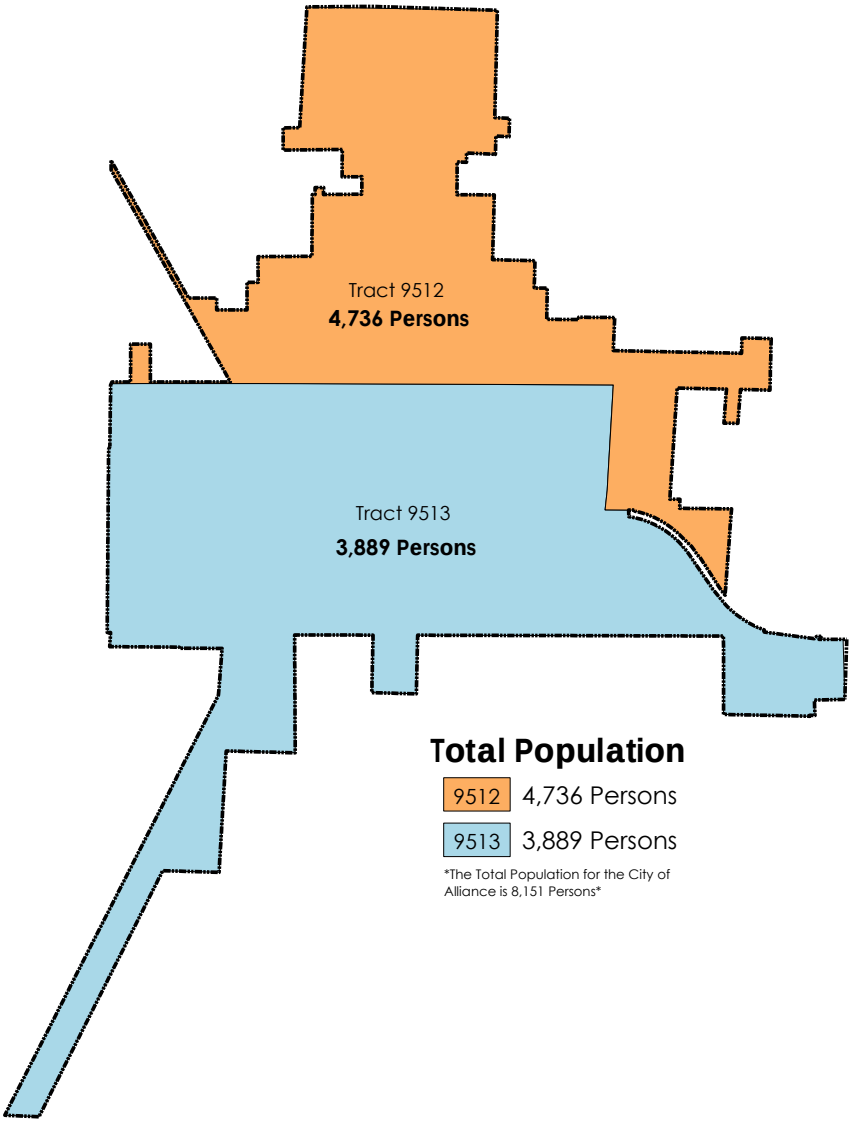


Fig. H22

Census Tracts Assessed

Median Household Income

This map depicts Median Household Income for each census tract within the City of Alliance. In decennial census data, household income includes the income of the householder and all other individuals 15 years old and older in the household, whether they are related to the householder or not. This statistical may indicate or influence available housing types within each census tract.

The difference between median household income between Census tract 9512 and 9513 is relatively minor. Census tract 9512 has a median house-hold income of $49,883 and census tract 9513 has a median household income of $51,250. The median income in the State of Nebraska is $61,439.

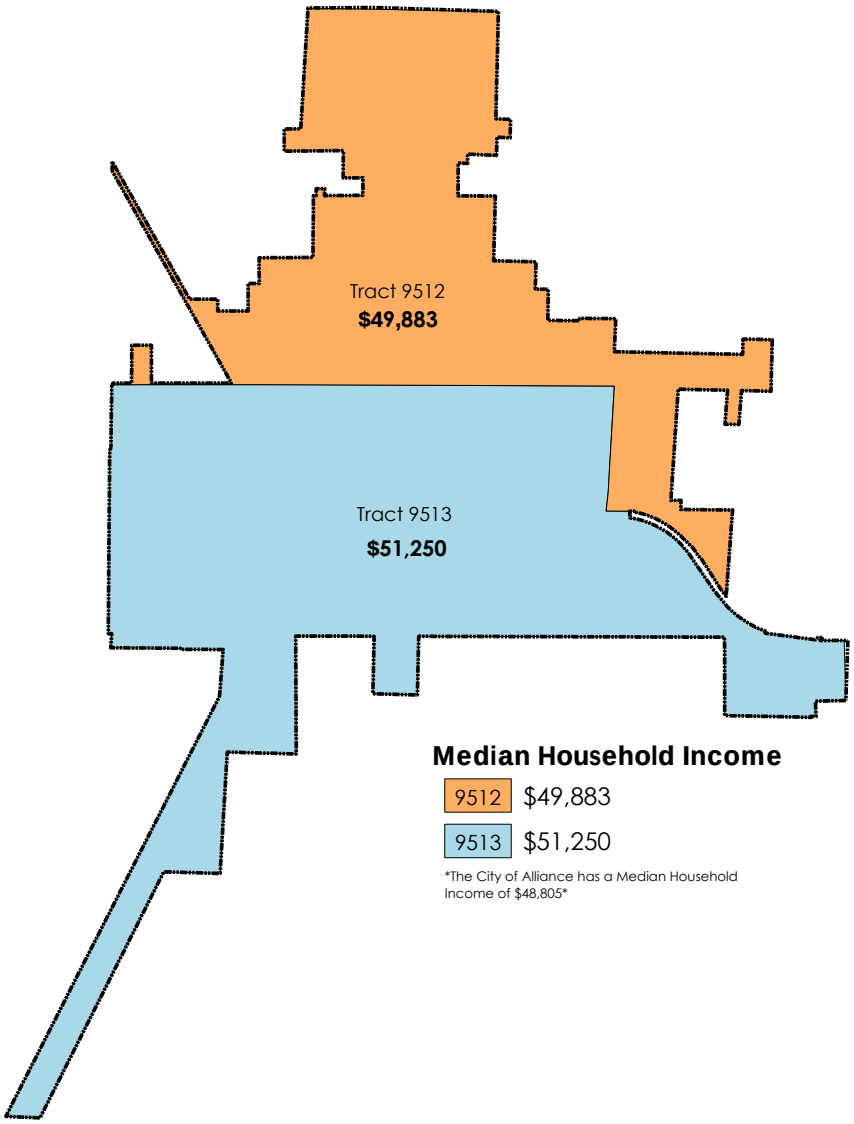


Fig. H23

Census Tracts Assessed

Total Housing Units

This map depicts the total number of housing units found within each census tract. Total housing units is a measure of all total individual living units within the census tract. This statistical measure is also used in determining housing density and persons per household within each tract.

Census tract 9512 has 2,267 units, while census tract 9513 has 1,985 units. Total housing units is the common denominator in determining persons per household. Tract 9512 has an average of 2.49 persons per household. Tract 9513 has an average of 2.21 persons per household.

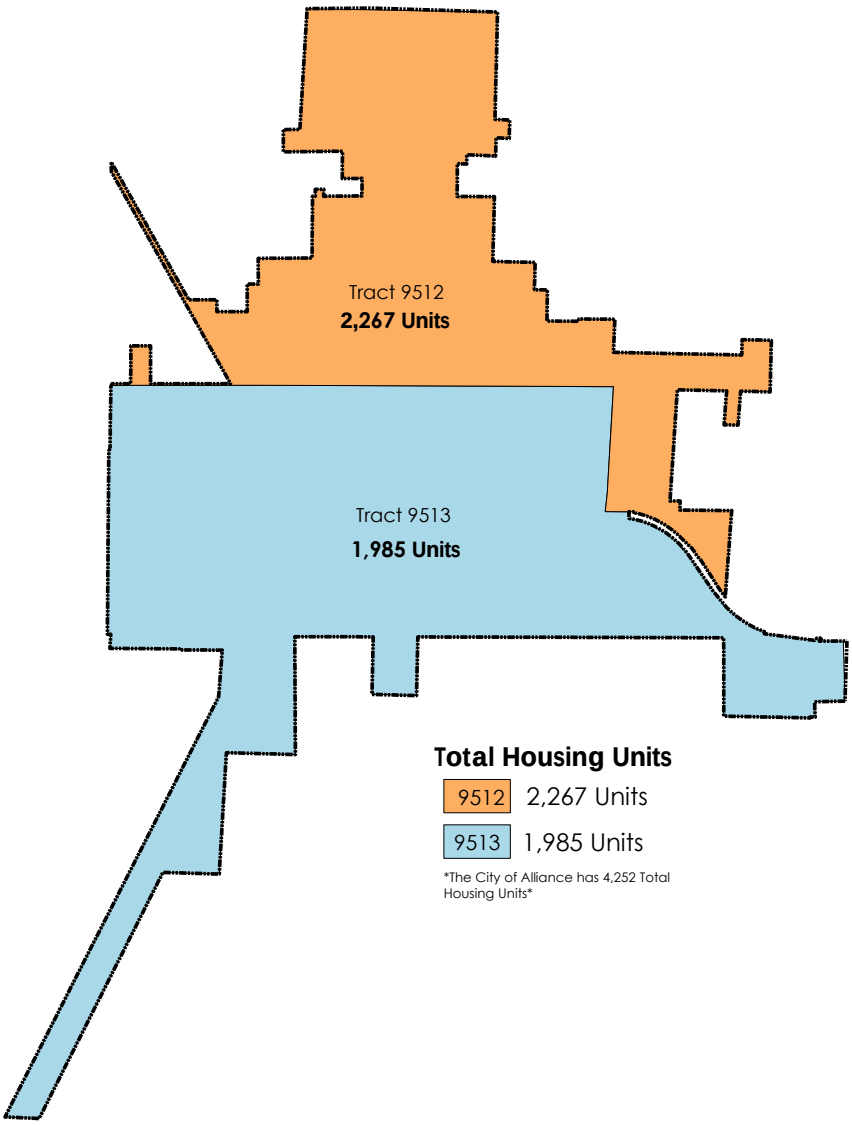


Fig. H24

Census Tracts Assessed

Vacancy Rate
This map depicts vacancy rate as a percentage within each census tract. Vacancy rate measures total vacant housing units as a percent of total housing units within each census tract. The housing vacancy rate is the proportion of housing inventory that is available for "sale" or "rent." This statistical measure is a common indicator in available housing and housing market viability. High vacancy can have adverse economic impacts on communities.

The national vacancy rate is 11.6% and the state of Nebraska vacancy rate is 9.2%. Both census tracts within the City of Alliance have comparably high vacancy rates. Tract 9512 has an 11.5% vacancy rate, while tract 9513 has a 16.5% vacancy rate. Of the 4,036 housing units in the City of Alliance, nearly 589 units are currently vacant.

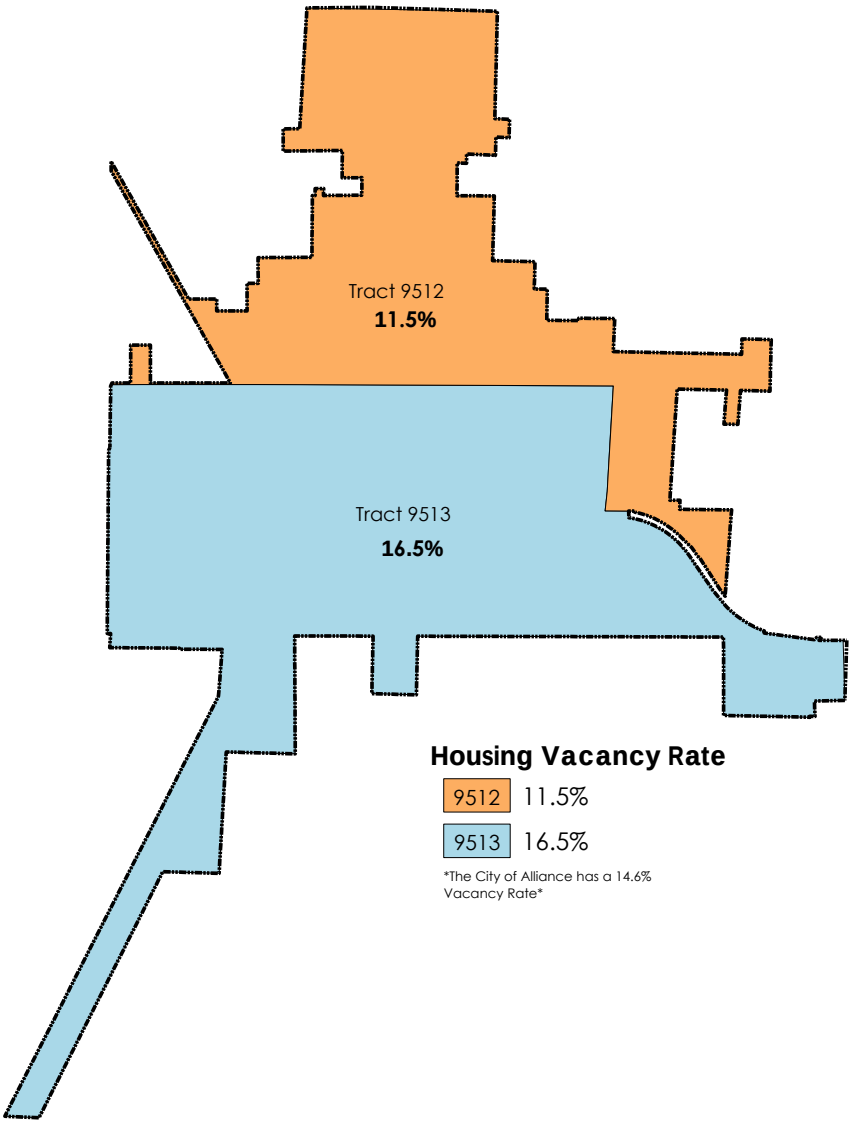


Fig. H25

Census Tracts Assessed

Homeownership Rate
This map depicts the Homeownership Rate as a percentage found within each census tract. The homeownership rate is owner-occupied housing units as a percent of total occupied housing units. Homeownership rate is a strong indicator of community and housing sustainability. Increasing homeownership is a priority in all communities nationwide.

Comparably, homeownership rates in both census tracts is higher than the national (64.4%) and state (66.2%) averages at 66.5% in Tract 9512 and 71% in Tract 9513.

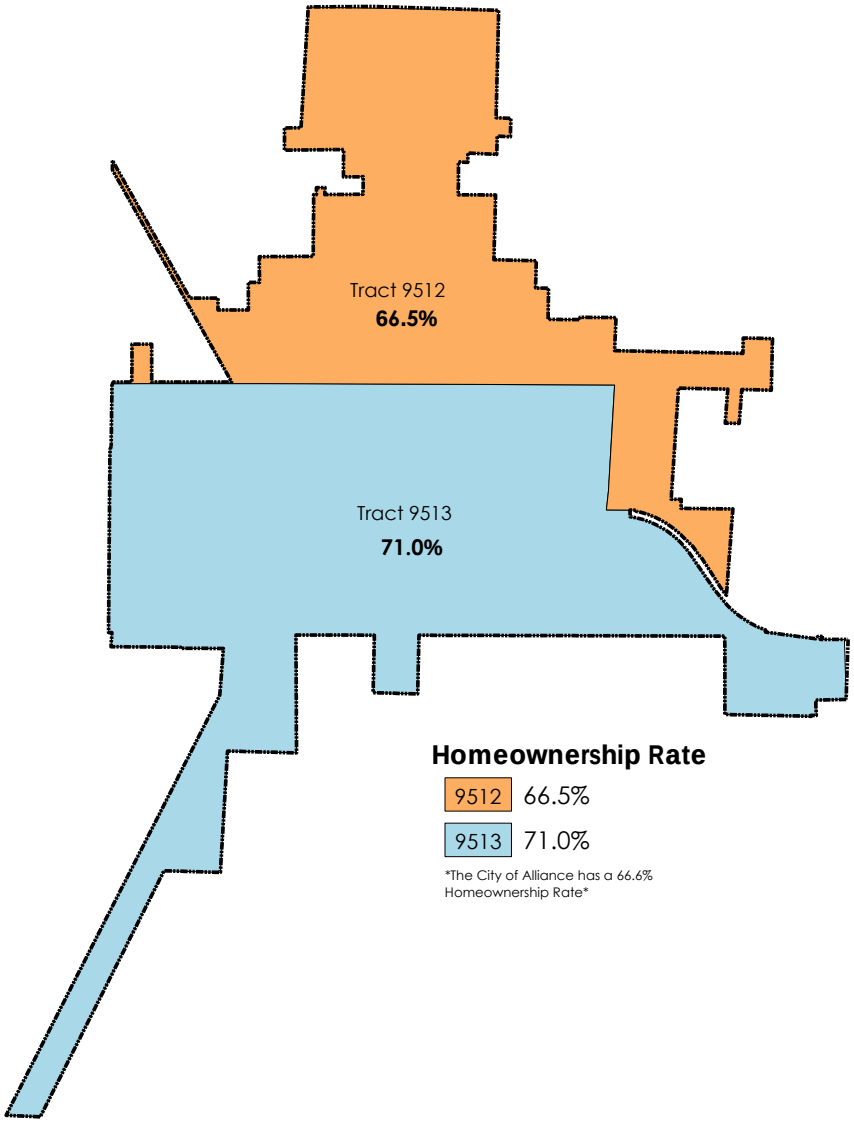


Fig. H26

Housing Unit Age

The following table depicts the age of housing units built in Alliance broken down by Census Tract and the entire community. "Year Structure Built" is a census statistical category that refers to when a building was first constructed, not remodeled, expanded, or converted. This statistical measure is a housing sustainability indicator.

It is important to recognize that housing age is not necessarily an indicator of housing quality.

Year Range	Tract 9512	Tract 9513	Alliance
Built 2014 or later	0	9	9
Built 2010 to 2013	73	0	54
Built 2000 to 2009	100	16	116
Built 1990 to 1999	73	103	176
Built 1980 to 1989	382	167	519
Built 1970 to 1979	779	336	1,090
Built 1960 to 1969	181	37	200
Built 1950 to 1959	133	238	350
Built 1940 to 1949	152	156	294
Built 1939 or earlier	394	923	1,236

Fig. H27

Households with Cost Burden

This map depicts the percentage of households that have a "housing cost burden." If a household spends 30% or more of its income on housing costs, they are considered to have a housing cost burden. This statistical measure is a housing sustainability indicator.

In Alliance, 41.3% of renters and 16.3% of owners are considered cost burdened. This is less than the national average of 46% for renters and 27.7% for owners, but greater than the state average of 38.8% for renters and less than 20.2% for owners. In census tract 9512, 40.7% of rentals and 20.9% of owner households qualify as cost burden households. In census tract 9513 42.2% of rental and 12% of owner households are cost burdened.

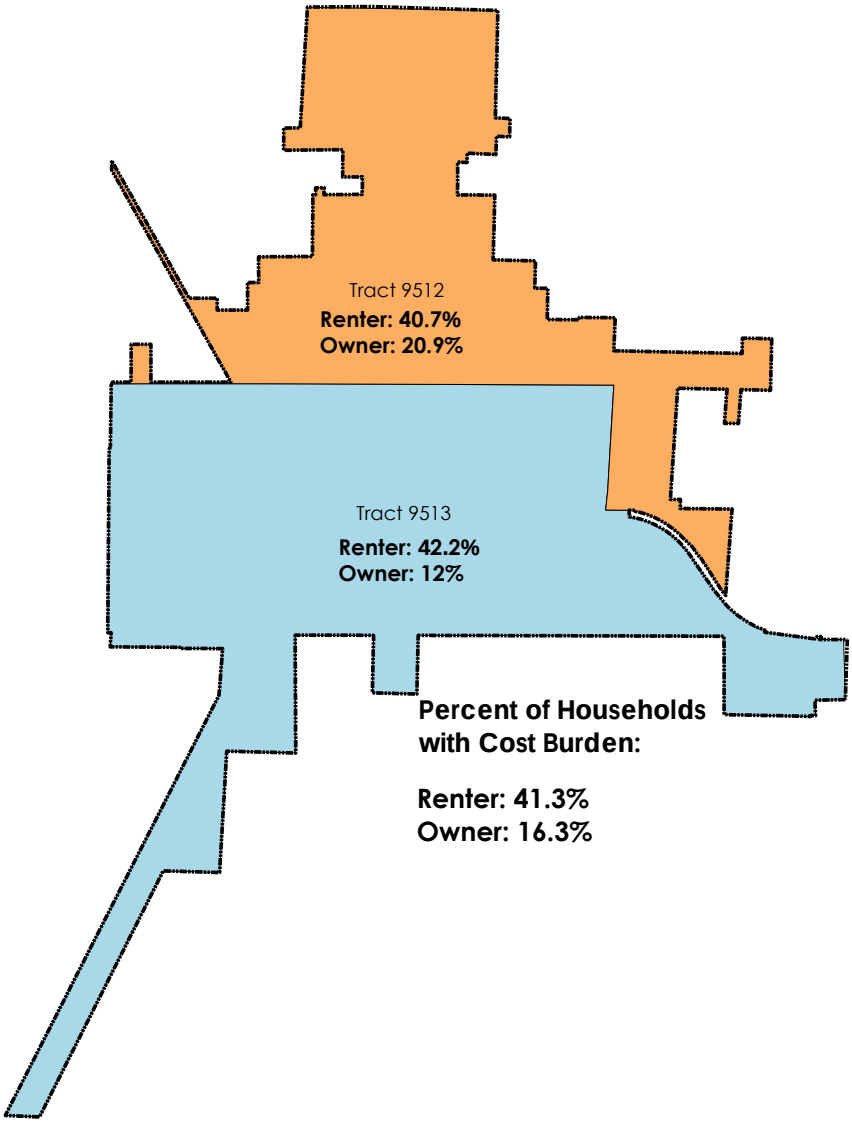


Fig. H28

Census Tracts Assessed

Households with Severe Cost Burden

This map depicts the percentage of households that have a "severe cost burden," within each census tract. If a household spends 50% or more of its income on housing cost, they are considered to have a severe housing cost burden. Only households whose income is 0-80% of area median income are considered. This statistical housing measure is a housing sustainability indicator.

Within the entire City of Alliance, 19% of renters have a severe cost burden. This is lower than the national average of 22.9% but higher than the state average of 17.8%. However, there is a significant disparity between the two census tracts. In tract 9512, 23.8% of households renting qualify as severe cost burden and in tract 9513, 13.1% qualify as severe cost burden households.

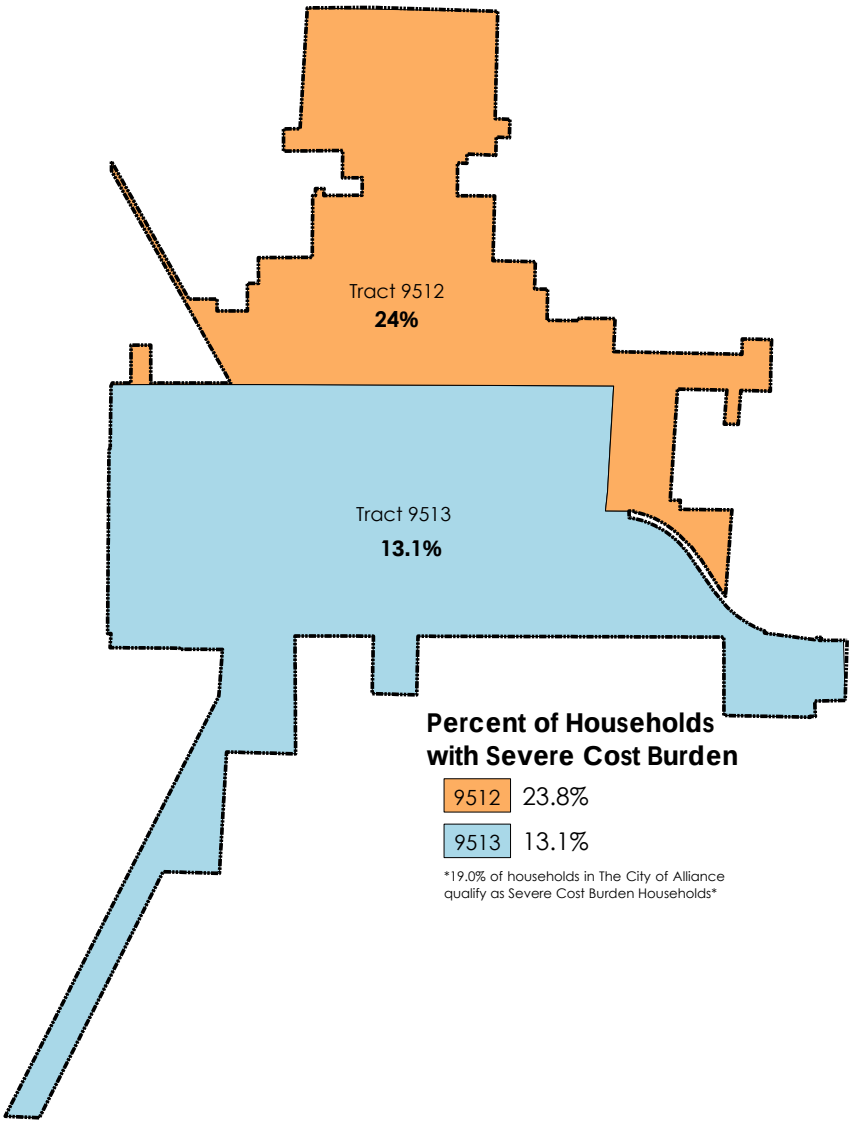


Fig. H29

Rehabilitation of Existing Housing:

1. Assess the current boundaries of the Blight and Substandard areas to determine if older housing developments should be included within that designation.
2. Utilize the Property Maintenance Code to encourage property owners to maintain and repair any dilapidated housing.

Development of Infill Housing : Infill development utilizes lots typically located in the center or older parts of the community. Some benefits include the use of existing utilities and infrastructure, eliminating the "missing tooth" appearance of a vacant lot in the middle of a developed residential neighborhood, and providing housing closer to the community center.

New Housing Subdivisions: As Alliance' housing stock continues to grow, new housing subdivisions will need to be developed. Periods of contracting population in Alliance, such as in the 1950's and 1960's, still saw the community footprint grow, albeit at slower rates than seen in the 1970's and early 80's. Subdivisions such as Buchfinck, Bryson, and Park Hill, were developed a block or two at a time. This growth was more manageable for the City and the developer. The infrastructure was installed at different intervals rather than all at once as required now. For example, the streets were graded, sanitary sewer, and water main were installed before the property was developed. The storm sewer, curb and gutter, and street paving was done after the subdivision filled out.

City Owned Residential Lots: Due to the railroad boom and bust of the 1970's and 80's, the City is the owner of a number of residential zoned lots that are still vacant. The City can develop these lots similarly to the vacant infill lots. Low income housing, modular housing, and modest workforce housing are all options for these lots.

Accessory Dwelling Units (ADU): Accessory Dwelling Units were used in Alliance during the WWII housing shortage. It consists of allowing two dwelling units on the same residential lot. Typical development is either a small apartment in an existing single family house, an apartment shared with a detached garage, or a separate smaller house. Alliance should amend their code to allow these types of dwelling units as a Conditional Use on lots meeting minimum size criteria.

Commercial Structure Housing: Alliance's code permits dwelling units above and below the ground floor of a commercial business. Downtown apartments have long been discussed but not acted on as they are costly to develop because of fire separation requirements. City code also permits the conversion of portions of the main floor of a commercial building to a dwelling. Allowing dwellings on the main floor of a commercial structure is relatively unique to Alliance and should be reassessed as a to whether or not it is the desired use of a commercial structure.

Community Redevelopment Authority: The City of Alliance Community Development Authority should be utilized to the extent their funding permits. The CRA could be utilized to aid in each of these goals provided it is in their jurisdiction to do so. Depending on how aggressive the Council wants the CRA to be, they may require additional funding to achieve their goals.

Box Butte Development Housing Study: Box Butte Development completed a housing study for Box Butte County in 2020. The study listed housing types that are needed in Alliance, potential funding sources, etc. This study should be utilized as an additional guide by the City to help with future housing development and redevelopment in Alliance.

Land Use

Land Use Introduced

Land use refers to the activity on a lot, land, or parcel. Existing land uses have a tremendous impact on future growth, development, and redevelopment within a community. As such, it is necessary that an accurate land use survey be conducted to make better recommendations for future rezoning requests. The importance of this chapter cannot be overstated, as rezones that are not consistent with the goals in the Comprehensive Plan tend to be capricious and benefit the current property owner at the expense of the adjacent property, community planning, and future growth.

A community with inconsistent zoning districts and land uses may be viewed as less predictable in their development process, more difficult to plan development in, and less attractive for investment. The chapter will begin with a brief explanation of different types of land uses, continue with a study of current land uses, an annexation guide, and end with desired future land uses.

Goals

1. To ensure orderly and efficient growth of all land uses to maintain, improve, and protect the general welfare of the residents of the community.

2. To protect and conserve the community's unique heritage and physical resources.

3. To maintain and improve the community and its surrounding area by undertaking improvements that will provide a high quality of living and working environment.

4. To maintain and foster a strong and balanced economy capable of ensuring the economic future of all residents.

5. To achieve safety, convenience, and economic growth through the wise distribution of land uses and development activities.

Land Use Classification

Existing land use may not reflect the current zoning district in which it resides. The property may have been rezoned and the preexisting land use is still carried out on the property. Land use and zoning are not the same thing, but the desired land use is a function of zoning.

The classifications of land use are a combination of a few factors such as the use and who owns it. This document uses some of the Land Based Classification Standards from the American Planning Associating. (Fig. LU2)

For our purposes, not all of their classifications will be used as they take into account all property ownership and individual structure use. Primary land use classifications are:

Residential

Residential land use is any land use where the primary activity is a long term residence. Long term means greater than 30 days. This includes single-family houses, duplexes, multifamily housing, low income housing, etc. The land use map breaks this land use down by Single Family Residential, Mobile Home Residential, and Multi-Family Residential.

Commercial

Commercial land use is any use where products, goods, or services are purchased, exchanged, or sold. This includes retail stores, hotels, convenience stores, gas stations, and off street parking. The land use map breaks down commercial uses into Parking, Office, and Commercial / Retail.

Industrial
Industrial land uses are those uses that involve the production of goods and products that aren't necessarily sold on the same premises as well as wholesaling, processing of commodities, storage of materials, etc. The land use map breaks down industrial uses into Light Industrial, Heavy Industrial, and Railroad.

Parks
Parks include land developed for the purpose of recreation and playgrounds. This land use is broken into public parks and recreation facilities.

Public or Semi-Public
Public and semi-public land uses are those uses that include churches, philanthropic organizations, government, or any other public and/or nonprofit use.

Storage
Storage land use is any land use used for commercial storage, outdoor storage, and personal storage of goods, junk, materials, or any other personal property.

Undeveloped Land
Undeveloped land is any land that is yet to have a physical structure or use associated with it.

Vacant
Vacant land use is any property that was developed but has since ceased use.

Land Use Inventory
The existing land use inventory is a description of how each lot or parcel of land is currently utilized. This inventory only applies to those land uses within the Corporate City Limits. The map will be used to visualize patterns of previous growth, view the current land uses, inventory inappropriate or misplaced land uses, and plan for future growth and rezones. (Fig. LU1)

Land Use	Number of Acres 2009	Number of Acres 2022	Percent of City 2022
Agriculture	270.23	294.0	11.4
Single-Family Res	613.06	683.7	26.4
Multi-Family Res	63.54	73.2	2.9
Mobile Home Res	71.16	67.6	2.5
Parking	4.46	7.3	.3
Office	7.02	25.9	1.0
Commercial / Retail	77.48	118.2	4.6
Light Industrial	108.06	159.7	6.2
Heavy Industrial	0	194.3	7.5
Railroad	549.36	499.1	19.3
Park	99.418	70.6	2.7
Recreation Facility	24.55	53.4	2.1
Public / Semi-Public	78.6	84.0	3.3
Storage		92.8	3.6
Undeveloped	307.67	130.7	5.1
Vacant		29.3	1.1

Fig. LU1

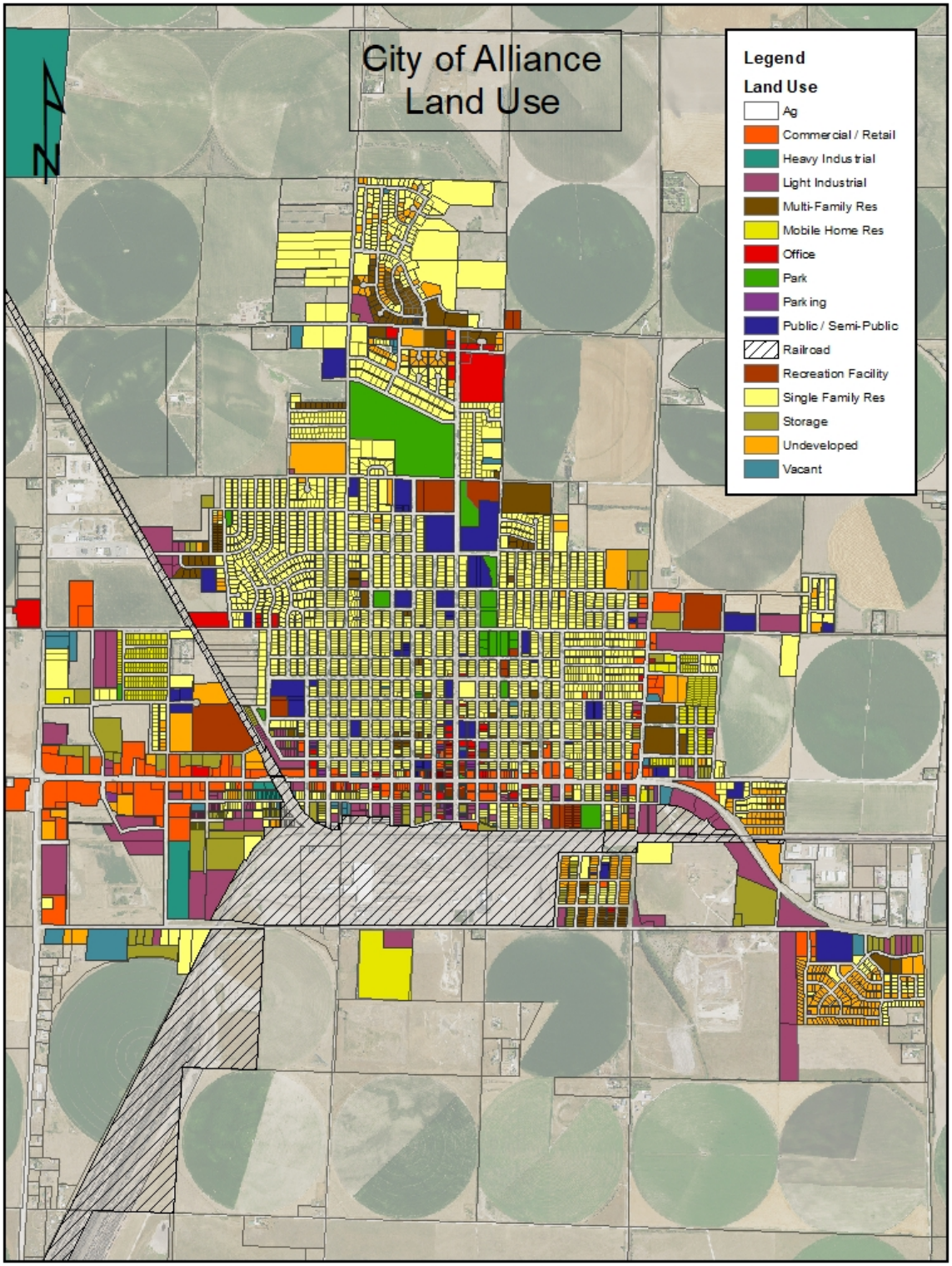

City of Alliance
Land Use
N
Legend
Land Use
Ag
Commercial / Retail
Heavy Industrial
Light Industrial
Multi-Family Res
Mobile Home Res
Office
Park
Parking
Public / Semi-Public
Railroad
Recreation Facility
Single Family Res
Storage
Undeveloped
Vacant

Fig. LU2

Neighborhoods Introduced

Communities are essentially a collection of neighborhoods. A neighborhood can be defined as a network of individuals, families, and households that share several characteristics. These include geographic location, cultural dynamics, activity patterns, organizational relationships (HOA), jurisdictional boundaries (voting wards), social interests, public facilities and services, schools and parks.

Neighborhoods are the social foundations of every community. The social fabric of all communities is directly intertwined and dependent upon neighborhood strength and vitality. Neighborhoods provide residents with a sense of place, pride of community, opportunity for social interaction, and recognizable community character. Existent and functional neighborhoods create stronger communities with distinct character.

Successful neighborhoods can be defined by the diversity of housing types, styles, and price ranges. Many communities have established neighborhoods located near the original downtown. As a result, these neighborhoods are built upon the existing grid street pattern. These classic neighborhoods are successful because they offer a variety of housing choices that appeal to people of all ages and socioeconomic levels. These neighborhoods are also successful because they contain ample open space and are located on interconnected and pedestrian-friendly streets.

The fabric and composition of today's neighborhoods contain different characteristics than neighborhoods of the past. However, successful neighborhoods of any era commonly include a variety of consistent themes. Rich and diverse neighborhoods result from the preservation, restoration, and use of historic and classic structures.

Neighborhoods that embrace the conservation and restoration of environmental resources also provide more value for residents.

Public spaces or civic buildings like libraries, schools, community activity centers, or post offices can give the neighborhood definition and character. Interconnected streets with attractive landscapes provide pedestrians with an inviting and pleasant streetscape. Successful neighborhoods also include ample green spaces. Green spaces include block parks, school playgrounds, biking trails, and linear trails. Ideally, these green spaces connect and link neighborhoods together.

Alliance has been broken down into seven distinct neighborhoods for this section. Each neighborhood is provided with a brief synopsis, a broad array of details about the neighborhood, some of its topical issues, and its possible future direction. (Fig. LU3)

Neighborhoods Introduced

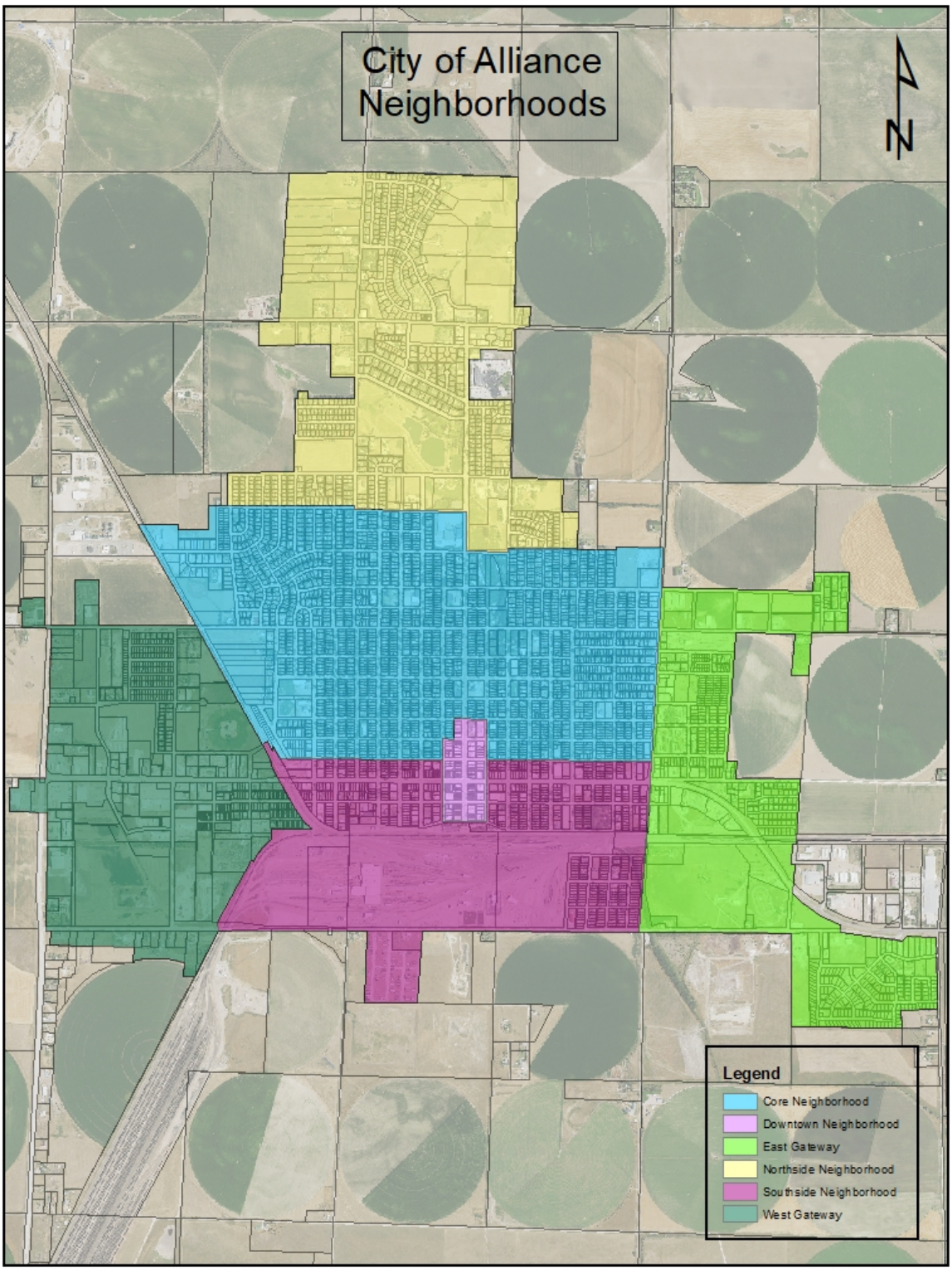


Fig. LU3

Northside Neighborhood

Boundaries
The Northside Neighborhood is generally bound by 16th Street to the south, and the Corporate City Limits to the north, east, and west. (Fig. LU4)

Synopsis
Newer homes, attractive recreation areas, and connected uses all effectively describe the Northside Neighborhood. The quality of development, both public and private, is complemented by beautiful natural areas to produce a lovely neighborhood.

Alliance High School and Laing Lake serve as transitional uses between older Alliance and newer Alliance. While the community has continued to expand and interject newer development techniques and styles in the Northside Neighborhood, it has also remained connected and cognizant of historic Alliance.

Transportation
The streets and roadways in the Northside Neighborhood follow an irregular pattern. The newer "suburban" styles of neighborhoods produce a less predictable and more curvilinear street network. Roadways in the neighborhood are consistently wide and allow for on-street parking. The conditions of the streets are generally good.

Sidewalks within the Northside Neighborhood are inconsistent throughout. Because the Northside Neighborhood contains newer subdivisions, it has larger lot sizes than other neighborhoods in the community. While the neighborhood is not completely deficient of streetscape elements, it lacks any memorable or prominent streetscape corridors. As the area ages, its streetscapes will develop more character.

Residential
Many of the community's newest homes, those built after 1970, are within the Northside Neighborhood. The newness of the units contributes significantly to the overall good condition of the housing stock; however, wood and cement panel siding on some of the homes built in the 1970s and 1980s are beginning to show their age through rot and decay. Wider and larger lots, attached garages, and generally larger homes project a far different image than the rest of Alliance.

Commercial
Although the Northside Neighborhood is predominantly a residential district, the area does contain neighborhood retail and professional services primarily adjacent to the hospital and major arterials. The neighborhood also contains municipal employment areas such as the library, high school, and pool.

Industrial
There is a small amount of industrial land use located along the west edge of this neighborhood adjacent to the BNSF Railway tracks. The residential land uses are buffered and shielded from the industrial uses and should remain so to maintain the residential character of the neighborhood.

Landmarks and Activity Centers
The neighborhood contains many of the premier recreational uses in the community. Laing Park, the Alliance Learning Center, and the Big Blue Bay are all contained within the neighborhood and are connected through the linear community trail system. These recreation areas also connect with the high school, providing residents opportunities for both passive and active recreation. Northward expansion of the linear park and trail system through Lakefield Addition should be prioritized.

Vacant Land
There were 70 vacant lots in the Northside Neighborhood at the time this document was prepared. Thirtynine of those are zoned for single family residential, 29 are zoned for multifamily residential, and 2 are zoned for commercial office space.

Vacant land is undesirable as it creates a gap in the appearance of an otherwise filled out neighborhood. It also encourages outdoor storage. Both of which detract from the neighborhoods appearance and desirability.

Land Use Conflicts
This neighborhood is relatively absent of conflicting land uses. City Code enforcement and zoning should to be able to continue to prevent any potential conflicting land uses.

Future Land Use
The current land uses and zoning in this neighborhood should be carried into the future to maintain the residential and light commercial characteristic that has made this neighborhood so attractive and appealing. Intrusion by industrial and heavy commercial land uses would destroy the overall character of this neighborhood as Alliance's modern residential district.

Neighborhood Goals
Residential: Infill of existing residential neighborhoods is the most economical way to increase housing stock. There are currently 39 vacant lots zoned single family residential under various ownership names and 29 zoned for multifamily residential. Eleven of those lots are located along Big Horn Drive and fall between the Rosewood Estates age based housing and Alliance Housing Authority's low income housing.

The City should pursue an additional income or age based housing development such as the Rosewood estates to fill out these 12 lots, as investment in single-family housing in this location is unlikely. There are an additional 12 lots zoned single family residential that are without public utilities and streets. Some of the existing housing in this neighborhood is beginning to show signs of minor deterioration. The City should look for situations where the municipal code and Property Maintenance Code may apply to keep housing from further deteriorating.

Commercial: The location of commercial zoning in the Northside Neighborhood is primarily centered around Box Butte General Hospital. The City should maintain the existing location of commercial zoning to prohibit its intrusion into the residential neighborhoods.

Industrial: The industrial land use in the Northside Neighborhood is located along the west edge next to the BNSF Railroad tracks. This land use should remain buffered from the residential and light commercial land uses.

Transportation: Sidewalk connectivity is fairly consistent south of 18th Street however north of 18th Street it is less consistent or predictable.

There are certain lots that weren't required to install a sidewalk when developed. This requires pedestrian traffic to use the street or cross the street to use sidewalk on the other side.

The City trail system ends at West 25th Street and lacks connecting sidewalks to direct pedestrian traffic elsewhere. The trail system should be extended into the Lakefield Addition and the City should begin the process of infilling missing sidewalks. Some of the streets in this neighborhood have been milled and overlaid along with the replacement of broken curb and gutter.

The streets in this neighborhood are comparatively new to the rest of the community but still display signs of wear and potholes. The City should continue their street replacement program including retrofitting non-accessible sidewalk crossings at intersections.

Code Enforcement: Because the North Side Neighborhood is comparatively newer than the rest of the City, this neighborhood does not exhibit as many of the same code enforcement issues. However, to improve and maintain its aesthetic appeal, this neighborhood would benefit from occasional proactive code enforcement.

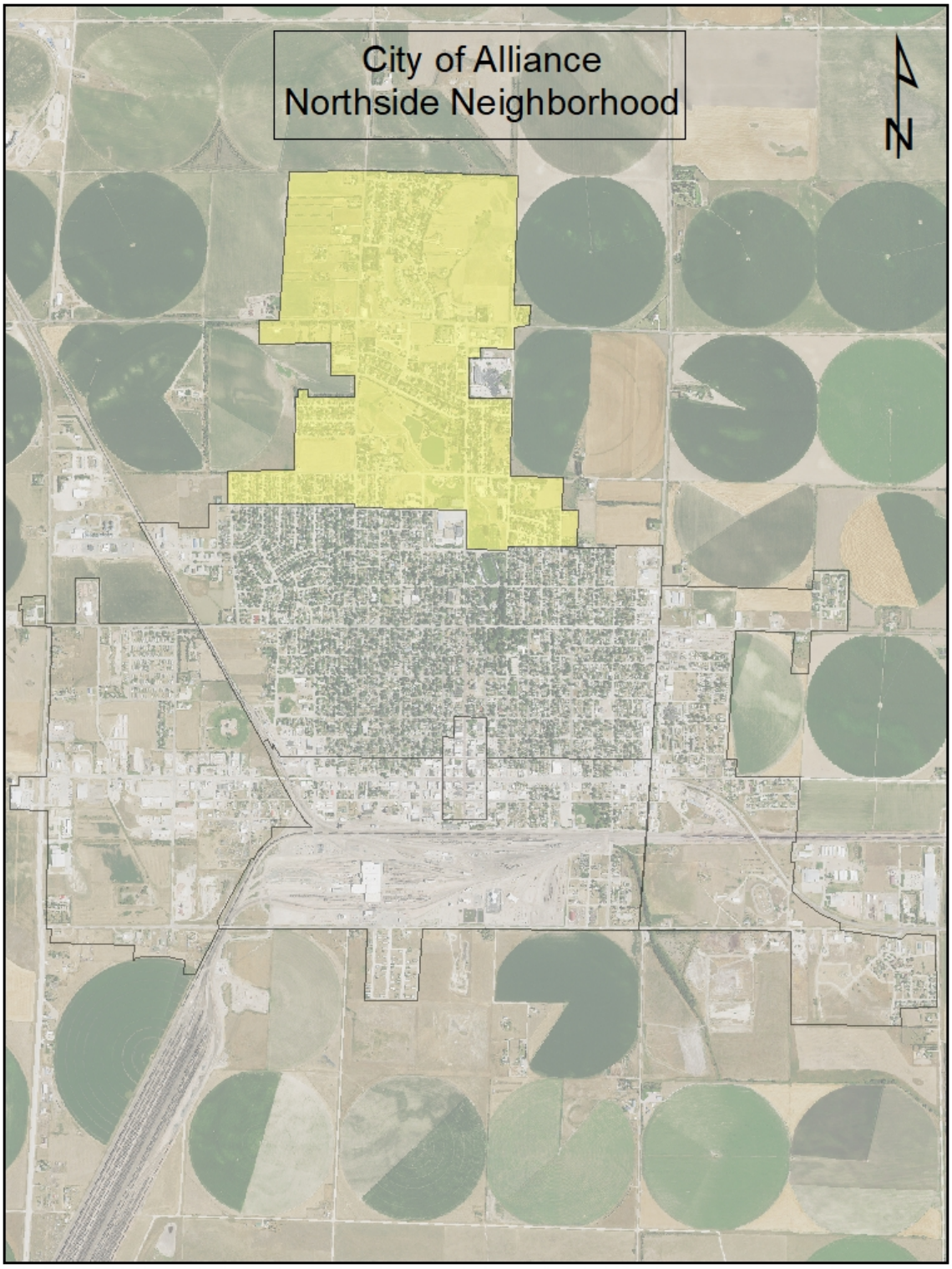


Fig. LU4

West Gateway Neighborhood

Boundaries
The West Gateway Neighborhood is generally bound by US Highway 385 on the west, City Limits on the north, and the railroad tracks on the south and east. (Fig. LU5)

Synopsis
The West Gateway Neighborhood is best described as an eclectic mix of uses and functions. As the primary gateway into the community, the overarching theme of the area is difficult to grasp. The lack of continuity between uses and streetscape conditions detracts from the initial impression of the community. Design standards for building material, setbacks, and signage would promote more aesthetically pleasing structures and development.

Transportation
The streets and roadways of the West Gateway Neighborhood follow an inconsistent pattern. Some of the streets follow a traditional grid-like pattern, while others follow an irregular pattern. Streets and roadways in the neighborhood are generally wide, many serving as major transportation corridors within the community. The conditions of the streets are generally good.

This neighborhood has an inconsistent and unconnected sidewalk network. The neighborhood lacks continuity among setbacks along the main transportation corridors and is void of any recognizable or memorable streetscape design. The neighborhood contains 3rd Street, 10th Street, and Highway 385, which are all major transportation corridors in the community.

Residential
Housing in the West Gateway Neighborhood is mostly localized to the north-central segment of the area. Subdivisions are predominantly made up of single-family units and mobile home residential units. The condition of the manufactured homes is generally poor, while the condition of single-family units is fair to good.

In terms of diversifying housing value, the neighborhood contains housing best suited for lower incomes, but also contains some middle-income housing stock. The general age of housing units within the district is 40 years for single-family dwellings. Mobile homes are currently being replaced by the park owner however this does not encompass all the houses in the park.

Residential density is higher than other neighborhoods because of the close proximity of the mobile homes to each other compared to typical single-family construction housing.

Commercial
Retail and commercial uses are primarily concentrated along 3rd Street and Highway 385. In the west portion of this neighborhood, there are large tracts of vacant land that serve as transition areas between uses and functions. There is a clear delineation between uses, mostly due to lack of development in select areas.

Industrial
The neighborhood also possesses a variety of industrial uses that were outside the community in the past. As the City grew west towards Highway 385, commercial land uses adjacent to the highway grew around the industrial uses and they now detract from the overall image of the community.

Landmarks and Activity Centers
Hal Murray Softball Complex and the Lions Park are located in this neighborhood as well as the primary entrance to the City from the Heartland Expressway.

Vacant Land
There is approximately 168 acres of vacant land located in the West Gateway Neighborhood. Most of it is located behind the strip development along West 3rd Street and US Highway 385. The development and land subdivision pattern adjacent to these streets is irregular and makes development adjacent to and behind these strip developments difficult.

Land Use Conflicts
The West Gateway Neighborhood was once located at the western edge of the City. As such, there were many industrial uses that would be considered inappropriate adjacent to gateway streets within City limits. At one time there were four salvage yards in this neighborhood but only one is left. As the City grew around these land uses they were slowly redeveloped into commercial land use. There also exists the opportunity for intrusion of commercial land use in to residential areas.

Future Land Use
The current zoning map should be changed to reflect the commercial nature of the property adjacent to West 3rd Street. The land uses along the north side of 3rd Street are permitted by the commercial zoning but still remain zoned industrial. The

industrial land uses that exist adjacent to residential zoning and West 3rd street should be shielded from the less intense land uses and rights of way.

Neighborhood Goals
Residential: The City should pursue declaring more of the West Gateway as Blighted and Substandard to allow for Tax Increment Financing and pursue grant funding for workforce housing. There are 7 vacant lots adjacent to Cody Avenue zoned for single family residential and a block between Cody Avenue and the Softball Complex that is zoned for multifamily residential.

Commercial: The proposed land use in the West Gateway Neighborhood, particularly adjacent to highways, is commercial. There are some commercial land uses that have taken the place of industrial uses but the zoning remained unchanged. The zoning north of 3rd Street should be changed to Commercial to prevent the land uses from reverting to heavy industrial. A significant portion of the commercial property in the West Gateway is already blighted and substandard.

Industrial: Some of the historic industrial land uses still exist in the West Gateway Neighborhood. The commercial development that followed the increase in traffic along Highway 2 and US 385 grew around the industrial land uses and in many instances replaced it.

Extra care should be taken to keep the industrial land uses from interfering with the commercial and residential land uses. Landscaping requirements should be considered along the West 3rd Street corridor to soften the image of the remaining industrial land uses and the heavy commercial land uses.

Transportation: The West Gateway Neighborhood is not well connected with sidewalks. The residential areas in the north are not connected via sidewalk to the commercial areas along West 3rd Street. This is due to a lack of sidewalk along vacant lots and lots that were developed but no sidewalk was installed. The sidewalks in the mobile home park are not compliant with current City code or accessibility code. They lack ramps at intersections and are only 2.5 feet wide. Options to improve these sidewalks could include grants and assessments to repave them to meet code.

The City should plan to extend the trail system from Central Park to Lions Park as this could add Emerson Elementary School, Jaycees Park, the Lions Park, and the Softball Complex to the trail system and make the West Gateway Neighborhood more accessible to the rest of the community via sidewalk.

The streets in this neighbor range from very good to poor. There is a large number of gravel streets south of West 3rd Street and the streets in the mobile home park are beginning to exhibit large fissures in the pavement. West 4th Street provides access to the softball complex but is paved with asphalt fines, lacks curb and gutter, and regularly has large holes in the roadway.

Code Enforcement: This area would benefit greatly from an increase in code enforcement. As the primary gateway to the community from the Heartland Expressway this area provides visitors and potential developers with their first impression of Alliance.

The City of Alliance should consider gateway design regulations on signage, landscaping, setbacks, and streetscapes to ensure a more positive “first impression” of the community. This could be an overlay zone for properties developed within a certain distance from the gateway or the arterial street. Care should be taken to adopt a code that improves the appearance of new development or redevelopment that doesn’t deter the project from happening.

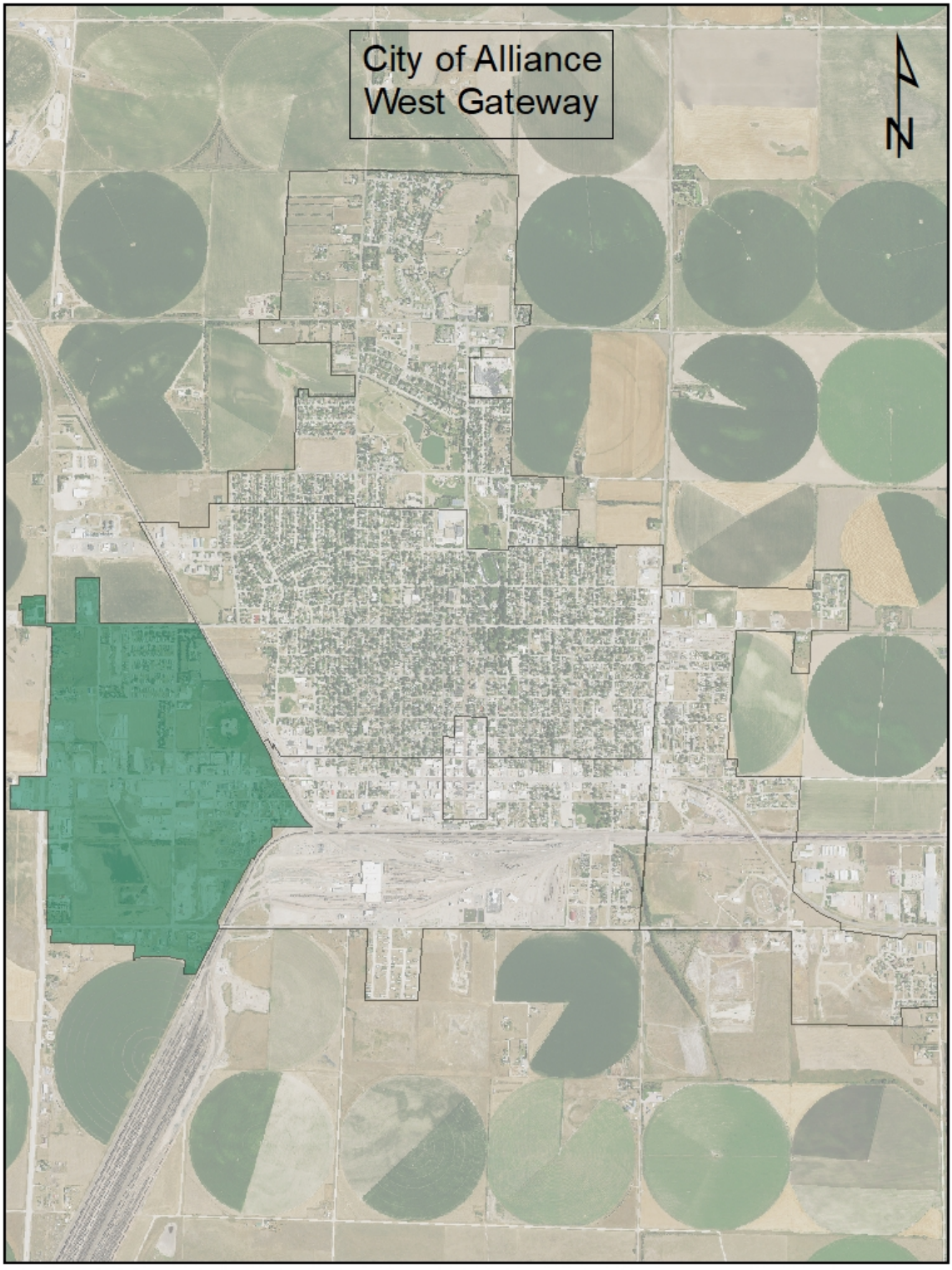


Fig. LU5

Core Neighborhood

Boundaries
The Core Neighborhood is bounded generally by 16th Street to the north, Flack Avenue to the east, the BNSF Railroad tracks to the west, and 4th Street to the south. (Fig. LU6)

Synopsis
The Core Neighborhood should be considered the "heart" of Alliance. Its location, classic ambiance, and parks create and project a distinct character and image. The neighborhood serves as a transition area between downtown Alliance and newer Alliance. The well-designed park and trail system connects and links community landmarks and activity centers along the north-south park corridor. The importance of this neighborhood to the community cannot be overstated.

Transportation
The streets and roadways within the Core Neighborhood follow a traditional grid pattern and are well connected via sidewalks. Generally, the roadways are wider and allow for on-street parking. Shorter setbacks and a consistent sidewalk network are traits that make the Core Neighborhood inviting and pedestrian friendly. Major street corridors, such as Box Butte Avenue, Flack Avenue, and 10th Street, serve as commercial areas, cultural areas, and activity centers. Subdivision speed limits (25-30 mph) throughout the neighborhood help maintain a safe environment for vehicles and pedestrians. Over time, the natural elements of the area have matured, creating strong streetscapes. Additional streetscape improvements have been made along Box Butte Avenue, which also enhance the neighborhood. The area has a significant amount of one-way streets. While these one-way streets move traffic very efficiently, they can also be incredibly confusing for visitors especially around the Grand View Elementary School area where the one-way streets reverse direction.

Residential
The Core Neighborhood contains many of the oldest and finest homes in the community. Classic and historic Alliance homes line Box Butte Avenue and surrounding streets. These homes, combined with a linear park and trail system, produce a memorable residential area. The condition of the housing within the neighborhood is generally good; however, some units within the area are beginning to deteriorate.

The diversity of housing styles, sizes, and price points within the area is broad. Units located on or near main corridors are typically larger and in better condition, while other areas contain smaller homes and smaller lots. The density of the neighborhood is generally higher than other areas due, in large part, to narrower lots, which allows for a greater number of dwelling units per acre.

The transition between "Classic Alliance" and "New Alliance" can be seen on the northern and western edges of this area as it transitions into the housing and infrastructure developed during the railroad boom of the 1970's.

Commercial
The neighborhood is predominantly residential but does contain some commercial and employment along Box Butte and Flack Avenues. There are also professional offices located adjacent to arterials in the residential neighborhoods. This is a good example of the neighborhood commercial zoning that works similar to form based zoning allowing nonresidential uses provided they meet the same setback and parking requirements that residential zoning requires.

Industrial
There are a few industrial land uses located in the southwest portion of this neighborhood near the railroad tracks. The remainder of the neighborhood is currently shielded from this land use and should remain so.

Landmarks and Activity Centers
Central Park, Bandshell Park, and the linear trail system highlight the excellent recreational uses within the area. The parks and trail system connect schools and neighborhoods, helping to make this neighborhood the heart of the community. The City of Alliance has converted once topographic constraints (floodplain, floodway) into dynamic parks and recreation uses and functions.

Significant community landmarks and activity centers within the area include Central Park, Knight Museum and Sandhills Center, and Bulldog Stadium.

Vacant Land
Vacant land in the Core Neighborhood consists primarily of narrower lots that aren't conducive to modern home layouts. There are 17 vacant lots at the time this document was prepared. Vacant land is undesirable as it creates a gap in the appearance of an otherwise filled out neighborhood. It also encourages outdoor

storage. Both of which detract from the neighborhoods appearance and desirability.

Land Use Conflicts
The primary land use conflict within the Core Neighborhood is created by the intrusion of preexisting higher density residential development into single-family housing unit neighborhoods. Preexisting multi-family housing sites are scattered throughout this neighborhood. The primary conflict created at these sites involves traffic safety concerns due to limited, or a complete lack of, off-street parking.

The city should ensure that future multi-family housing projects in all areas of the city provide adequate off-street parking and work with property owners to install off street parking for existing dwellings regardless of size. Having adequate off street parking will help eliminate traffic issues in these areas and the amount of parking in the curb strip

Additional conflicts are created in residential areas along Box Butte Avenue, Tenth Street, and Emerson Avenue due to existing traffic patterns. These street systems are heavily utilized for inter-city and intra-city commuter and shopping routes. Options for the removal of these conflicts appear to be limited.

Future Land Use
The Core Neighborhood is primarily single family residential with some two family and multi-family dwellings. There is some neighborhood commercial mixed with the residential along the arterial streets but it is otherwise a residential neighborhood. The current land uses in this neighborhood should be maintained. Multifamily and neighborhood commercial may be considered appropriate when the lot sizes and transportation systems are shown to be conducive to the increase in density and traffic.

Neighborhood Goals
Residential: Infill of existing residential neighborhoods is one of the most economical way to increase housing stock. The lots in the Core Neighborhood make it difficult to fit modern house layouts without combining two lots which necessitates razing two houses instead of one. The City should work with stakeholders to find housing solutions for these narrower lots including the possibility of attractive manufactured housing. Manufactured housing has progressed greatly in the past 30 years and may act as a solution to building on vacant lots.

Some of the existing housing stock is exhibiting signs of deterioration. To reduce the number of houses needing razed and increasing the number of vacant lots that aren't easily redeveloped, the City should begin identifying issues with houses located in this neighborhood before they become large problems. The City can use the adopted property maintenance code and nuisance abatement code to help accomplish this.

The City should consider adding another single-family residential zoning district to accommodate the Belmont and Duncan's Residence Tract areas as they were developed on smaller lots with shorter setbacks. This has created problems for property owners trying to make improvements to the housing in this area. The City should also create code accommodating improvement of existing reverse corner lot houses without allowing the creation of new ones.

Commercial: The City should be cautious about any commercial development in the Core Neighborhood as it may damage the neighborhoods character. The City has adopted a neighborhood commercial zoning district but its use should be limited to its intent.

Industrial: The existing industrial land uses located in the southwest portion of the neighborhood should remain shielded from the residential and light commercial uses to protect the character of the neighborhood.

Transportation: The Core Neighborhood is well connected to the rest of the City by way of sidewalk. This is an asset of this neighborhood; however, because this neighborhoods infrastructure is comparatively older to other neighborhoods, sidewalks here exhibit more instances of heaving, cracking, and spalling.

There are also intersections where there aren't ramps or wheelchair provisions at street crossings. Ramps and indicator pads should be retrofitted during street repaving projects but also budgeted for as individual improvement projects on streets that were recently repaved.

The City should encourage people to take advantage of the sidewalk replacement program and return their sidewalks to good condition.
The streets in this neighborhood are the oldest in Alliance and many of them have been

repaved over the past 10 years. This trend should continue as there are still many streets in the Core neighborhood that are in need of repaving as opposed to just annual maintenance.

Code Enforcement: This area could benefit greatly from code enforcement to avoid an increase in the amount clutter, outdoor storage, and streetscape overgrowth. These detract from the character and ambiance of the Core Neighborhood and from the City in general. The City should identify properties that may be in violation of the property maintenance code and work with the owner to fix it up before the structure must be razed.

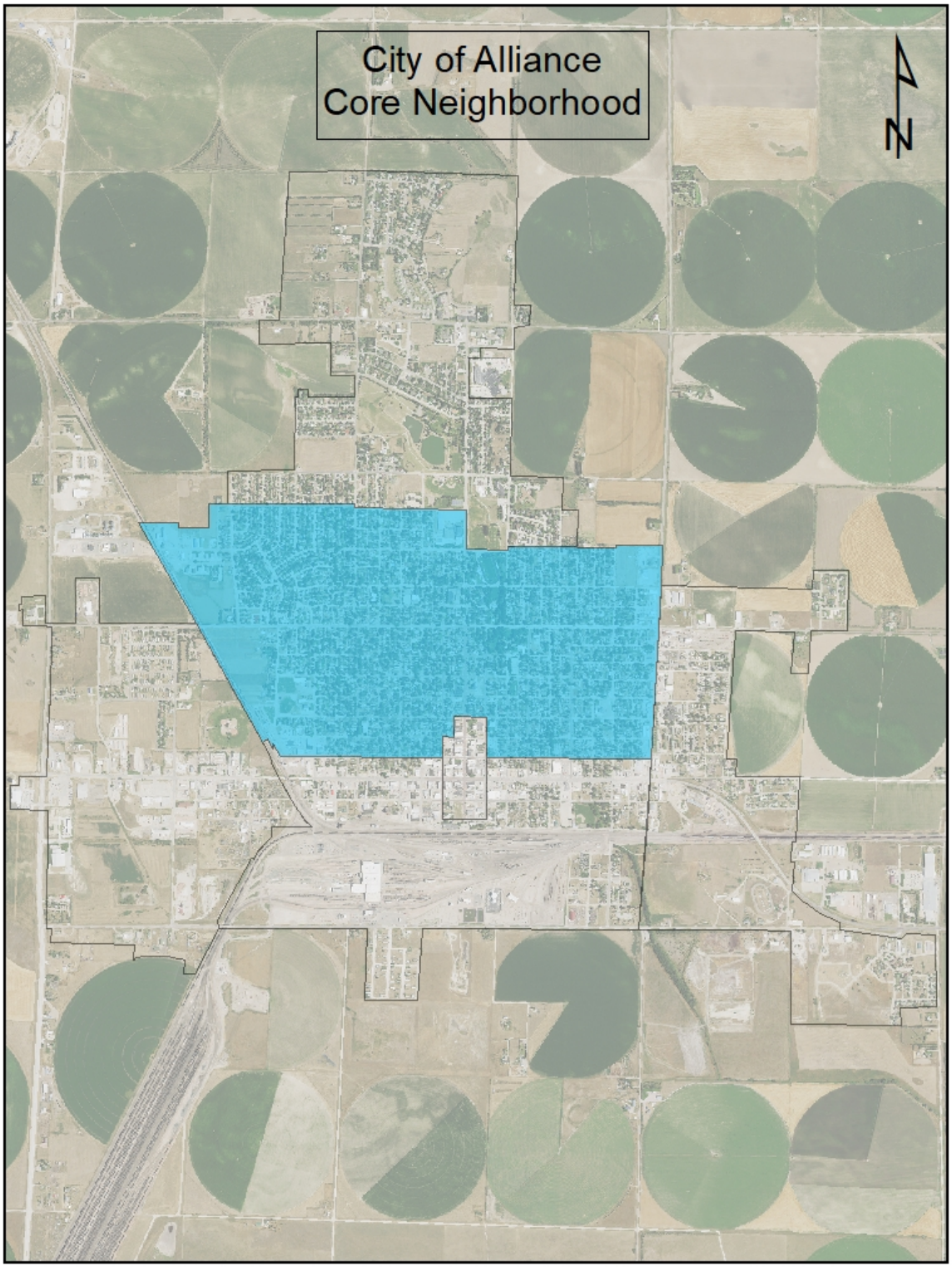


Fig. LU6

East Gateway Neighborhood

Boundaries
The East Gateway Neighborhood is generally bound by 12th Street to the north, Flack Avenue to the west, corporate boundaries to the south, and County Road 58 to the east. (Fig. LU7)

Synopsis
As the eastern gateway into the community, this area should contain some of the most prominent and memorable streetscapes, signage, and directional wayfaring. Existing conditions within this neighborhood portray a different environment.

The area is marked by poor housing and inconsistencies in roadway and pedestrian sidewalk infrastructure. The East Gateway Neighborhood would benefit greatly from design standards, housing rehabilitation, and landscaping requirements along Flack Avenue.

Transportation
The pattern of roads within the East Gateway Neighborhood is very inconsistent. Vacant lots contribute to a lack of continuity, and road networks produce streets that end abruptly. Street widths also are inconsistent. City roadways are typically wider and allow for on street parking, while private roadways and City Streets in mobile residential areas are narrower and unimproved. The overall condition of streets within the district is poor, and the neighborhood contains a significant amount of non-paved and unimproved roadways.

As with street pattern and width, setbacks and sidewalk provisions are also inconsistent. The variance in housing type and style contributes significantly to inconsistent setbacks, while unimproved and inconsistent roadways contribute to poor sidewalk networks. Major transportation corridors within the neighborhood include Highway 87 (Flack Avenue) and Highway 2 (East 3rd Street).

The East Gateway Neighborhood is deficient in streetscape elements. The combination of all these factors produces poor pedestrian infrastructure, uninviting residential areas, and uninviting commercial areas. As the eastern gateway into the city and along the route to Carhenge, an emphasis must be placed on the beautification and presence of streetscapes and infrastructure within the area.

Residential
The East Gateway Neighborhood contains some of the community's most substandard housing. The overall condition of housing within the neighborhood is poor, with some areas appearing rundown. Many of the residential units within the area are mobile residential or public housing, an abandoned high-density nursing home complex suffers from deteriorated conditions. The diversity of housing value and style is limited and is typically reserved for lower income residents.

Commercial
The East Gateway Neighborhood is predominately residential but does contain limited highway commercial. As the designation for US highway 385 moved from Flack Avenue to Highway 2 west of Alliance, many of the businesses that cater to the traveling public in this neighborhood have relocated or gone out of businesses.

Industrial
In addition to commercial uses, heavy industrial uses provide various employment opportunities within the neighborhood. The industrial uses are located primarily in the southeast portion of the neighborhood adjacent to the BNSF railroad tracks.

Landmarks and Activity Centers
Although the area lacks a community park, it contains the Alliance Recreation Center (ARC), Carhenge, and is connected to the City trail system via the 10th Street trail extension. Access to a functional and usable open space area would benefit the residents of this neighborhood. This could be accomplished by better pedestrian connectivity to the Core Neighborhood or to the ARC.

Vacant Land
Vacant land in the Eastern Gateway Neighborhood is concentrated primarily in the southeast residential portions. This includes Homestead and HERB Additions. There are 118 vacant single family residential lots, one, two family residential zoned lot, and 3 multi family zoned lots in Homestead Addition of various sizes.

There are 25 single family residential zoned lots and 14 multifamily residential zoned lots in HERB Addition. Of those lots, three of the multifamily residential lots and 10 of the single family residential lots have access to all public infrastructure. There are also 2 lots between the mobile home communities and the vacant assisted living facility as well as various mobile home lots that are vacant.

Land Use Conflicts
There are land use conflicts that have deterred development primarily in the

HERB and Homestead Additions. The proximity of HERB addition to the BNSF railroad tracks and Nebraska State Highway 2 overpass detracts from the marketability of these lots as residential as there is no buffer between these heavily utilized transportation routes and the neighborhood.

Homestead addition suffers from similar land use conflicts but are caused by the commercial and educational land uses located to the north of the subdivision and the City Landfill to the west of it. The outdoor storage occurring in and around these subdivisions also detracts from these neighborhoods as desirable residential neighborhoods. They also suffer from isolation from the City as there isn't a way to safely walk or bike from these subdivisions without using arterial roadways.

Future Land Use:
Future land use in the East Gateway should focus on rehabilitation and redevelopment of existing land uses, particularly along Nebraska Highway 87 and Highway 2. This business corridor has struggled since the realignment of US Highway 385 to the west side of town. Zoning should be changed back to residential for existing houses located adjacent to the highway.

The commercial zoning that extends north out of City Limits should be changed back to Agriculture zoning. The City should remain flexible in returning their zoning back to commercial should the need arise but the current zoning is creating problems with home financing and improvements to the existing land uses. The rezoning to commercial was in anticipation of Flack Avenue remaining the primary north-south highway through the City and growing into a major commercial corridor.

Much of the business corridor is already declared Blighted and Substandard. Design standards for Flack Avenue that incorporate landscaping, signage, and parking would help improve the community's appearance when redevelopment takes place.

Many of the developments along Flack Avenue were constructed when such criteria did not exist. This makes the corridor look dated, and in the case of sidewalk separation from parking lots, dangerous and unwelcoming. Changes of zoning to accommodate desired land use in this neighborhood is not generally required. Redevelopment and rehabilitation of existing land uses should be the priority.

Neighborhood Goals:
Residential: Four of Alliance mobile home parks are located in this neighborhood. One of the owners is actively improving their park by removing dilapidated housing and replacing them with new mobile homes. Increased property maintenance code and nuisance code enforcement would encourage other parks to do the same.

Homestead and HERB Additions would benefit greatly from the installation of sidewalks and/or a trail to connect them to the core of the City. They would also benefit from the City buffering the adjacent industrial and commercial land uses that detract from the neighborhoods and make them a more appealing place to move or construct a new home.

Commercial: The viability of the commercial development along Flack Avenue has been in question since the Heartland Expressway relocated US Highway 385 to the west City limit. The City has already declared the Flack Avenue corridor Blighted and Substandard so redevelopment activities are eligible for Tax Increment Financing. Even then, no redevelopment has occurred since 2013.

Industrial: The industrial land uses in the southeast corner of the Neighborhood are primarily older industrial developments and some are now abandoned. The lots adjacent to the highway east of A Street were declared Blighted and Substandard by the City but no redevelopment has taken place.

Transportation: The East Gateway Neighborhood is not well connected by way of pedestrian sidewalks. The residential areas east of the core community, including HERB and Homestead Additions, are not connected via sidewalk to the commercial areas along Flack Avenue or to the rest of the community. Installation of sidewalk or the extension of the trail system to Homestead Addition would remedy the lack of connectivity to the rest of the City but the intermittent sidewalk installation within subdivisions would still need to be corrected.

The Eastern Gateway Neighborhood contains a large amount of undeveloped and underdeveloped streets. The City should pursue development grants for the paving of the streets and sidewalks in the lower income portions of the community including those in this neighborhood.

Underdeveloped streets require more maintenance than paved and appear to reflect less permanent and ad hoc development.

Code Enforcement: One of the largest obstacles of development in any neighborhood is outdoor storage. This area would benefit greatly from an increase in code enforcement to abate or cover up as much of the outdoor storage as possible. As the primary gateway to the community to and from Carhenge and all three cemeteries, this area provides many visitors and potential developers with their first impression of Alliance.

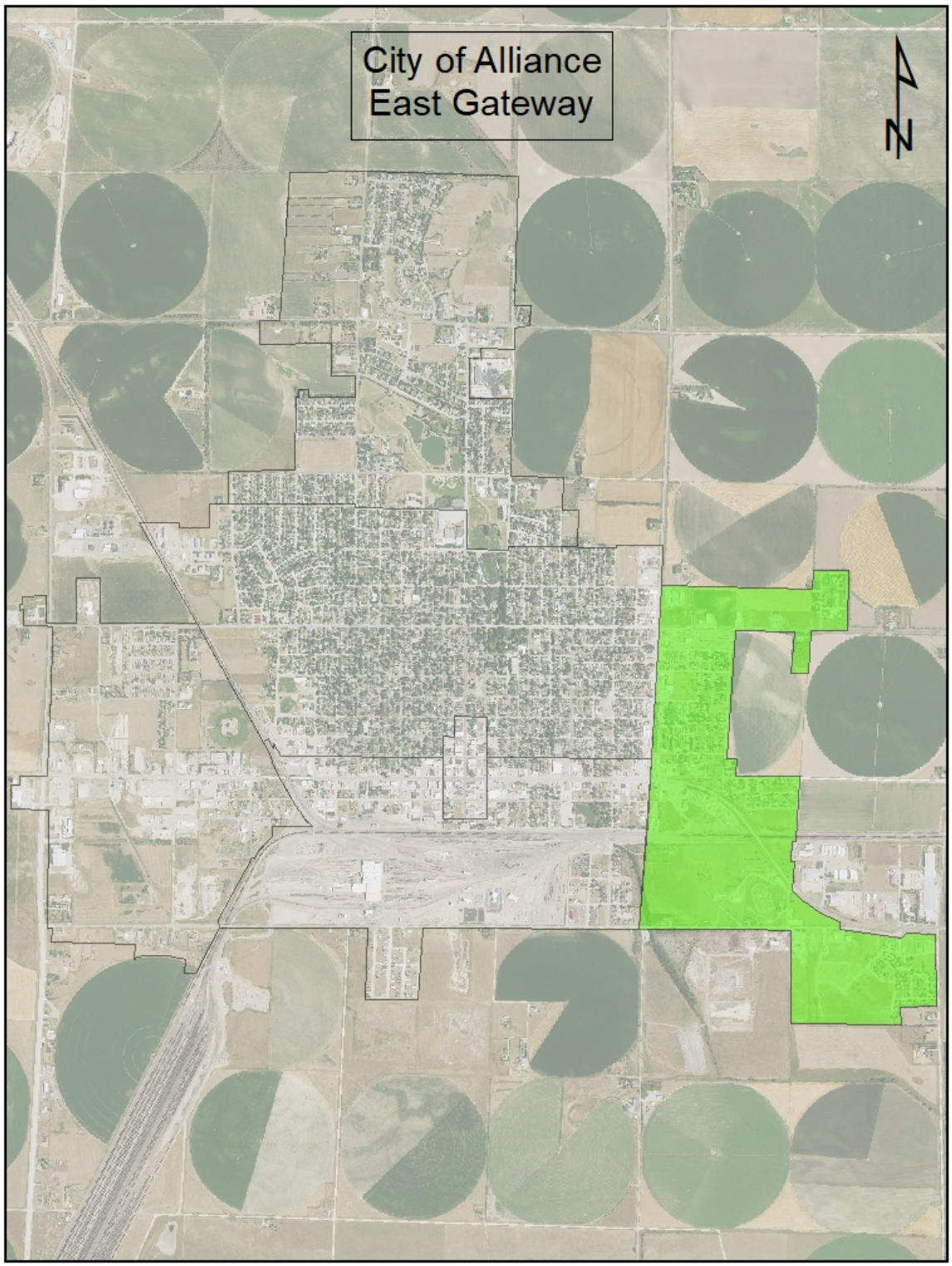


Fig. LU7

Southside Neighborhood

Boundaries
The Southside Neighborhood is generally bound by 4th Street to the north, Flack Avenue to the east, the railroad tracks to the west, and corporate City limits to the south. (Fig. LU8)

Synopsis
The current state of the district is fair at best and will require the continued attention of the community in redevelopment efforts. Improved housing and business conditions, more compatible land uses and functions, and a more attractive and healthy neighborhood can be achieved through creative and innovative thinking. The Southside Neighborhood can and should be a more formidable presence within the community.

Transportation
Streets and roadways within the Southside Neighborhood generally follow the same traditional grid pattern as found in the Core Neighborhood with the exception of 1st Street. Most of the roadways are wider, which allows for on-street parking. The condition of the roadways within this area is inconsistent. Some streets, such as 1st Street, are gravel and are in very poor condition and would benefit from improvements; however, other streets within the area are in good condition.

Inconsistent setbacks negatively impact the continuity and overall image of the neighborhood. The area does have a consistent sidewalk network, often times on both sides of the street.

Major street corridors, such as 3rd Street and portions of Box Butte Avenue, serve as commercial areas, employment centers, and activity hubs. The neighborhood is substantially deficient in streetscape elements. Strong and natural streetscapes create more inviting neighborhoods and increase pride in ownership.

Residential
The Southside Neighborhood is marked by middle to low income housing units, many of which appear to be aging or deteriorated. The residential density within the neighborhood is moderate given the high number of vacant lots. An abundance of vacant lots and abandoned units project low pride of ownership and a lack of ongoing maintenance. The overall condition of housing in the area is best described as poor.

Commercial
The commercial land uses in the Southside Neighborhood are located primarily adjacent to 3rd Street and Box Butte Avenue. Behind that strip of commercial is light industrial and pockets of residential followed by the BNSF railroad yards.

Industrial
The area contains the largest employer in Alliance (BNSF Railway). Transitions between functions within the neighborhood are generally poor. Residential units are located next to industrial and commercial areas, many times on the same street, with limited buffers in place. The industrial land uses are found primarily adjacent to the railroad and south of the commercial land uses along Third Street.

Landmarks and Activity Centers
BNSF Railway is a significant landmark within the community. BNSF has a staff of nearly 1,800, which also makes this neighborhood a major activity center. This neighborhood also contains Bower Park, Bower-Shankland Baseball Field, Maxwell Park, and the Landfill.

Vacant Land
The primary location of vacant land in the Southside Neighborhood is located in South Alliance. Its location adjacent to the railroad yards combined with the large amount of outdoor storage in South Alliance limits potential land uses of these vacant lots. Development of vacant land in this neighborhood in general will be difficult because of its location to existing industrial land uses and the number of unimproved streets adjacent to these lots.

Land Use Conflicts
There are many land use conflicts in the South Side Neighborhood. These include the residential land uses sandwiched between the industrial uses adjacent

to and including the railroad yards, and the commercial land uses adjacent to Third Street. There is also a large amount of outdoor storage in this neighborhood, which greatly detracts from its appearance.

Future Land Use
The older residential development located between the commercial and industrial land uses presents a unique challenge. The residential area is concentrated and is a neighborhood within the neighborhood but is bordered by land uses that are less than ideal.

The intrusion of additional commercial and industrial uses should be avoided by landscaping and fencing requirements as well as a careful examination of the zoning map to ensure the residential development is preserved. The commercial and industrial uses located adjacent to the highway and railroad are appropriate for their location.

Neighborhood Goals
Residential: The existing residences should be protected from further intrusion of commercial and industrial uses. This may include things such as landscaping and fencing requirements for expansion of existing commercial and industrial land uses as well as for new commercial or industrial uses. Grants for owner occupied housing improvements would help rehabilitate some of the existing housing and keep the residential blocks in this neighborhood from becoming vacant or re-purposed as commercial or industrial. Additional rezones may be necessary to maintain the existing housing in this neighborhood.

Industrial: The primary industrial use in the South Side neighborhood is the BNSF Railroad. There are also industrial land uses located adjacent to the railroad property along the southeast and southwest portions of the neighborhood.

Transportation: The South Side neighborhood is relatively well connected to the core of the city. The grid street system common in the Core neighborhood extends to the South Side Neighborhood and as such exhibits the same sidewalk development patterns. There are areas, particularly in South Alliance without sidewalk along vacant lots. but is otherwise well developed. The condition of the sidewalks is fair to poor as they exhibit signs of heaving and cracking.

There are a number of streets in this neighborhood that are unpaved both with and without curb and gutter. The City should pursue grant opportunities to pave the streets and repave sidewalks in this neighborhood as well as work to acquire additional land for the right of way for First Street. It does not meet minimum width requirements in multiple places.

Code Enforcement: This area would benefit greatly from code enforcement as there is a substantial amount of clutter, outdoor storage, and streetscape overgrowth. These detract from the character and ambiance of the neighborhood and from the City in general. The City should identify properties that may be in violation of the property maintenance code and work with the owner to fix it before the structure must be razed. Owner occupied housing rehabilitation grants and TIF could be used to help achieve this goal.

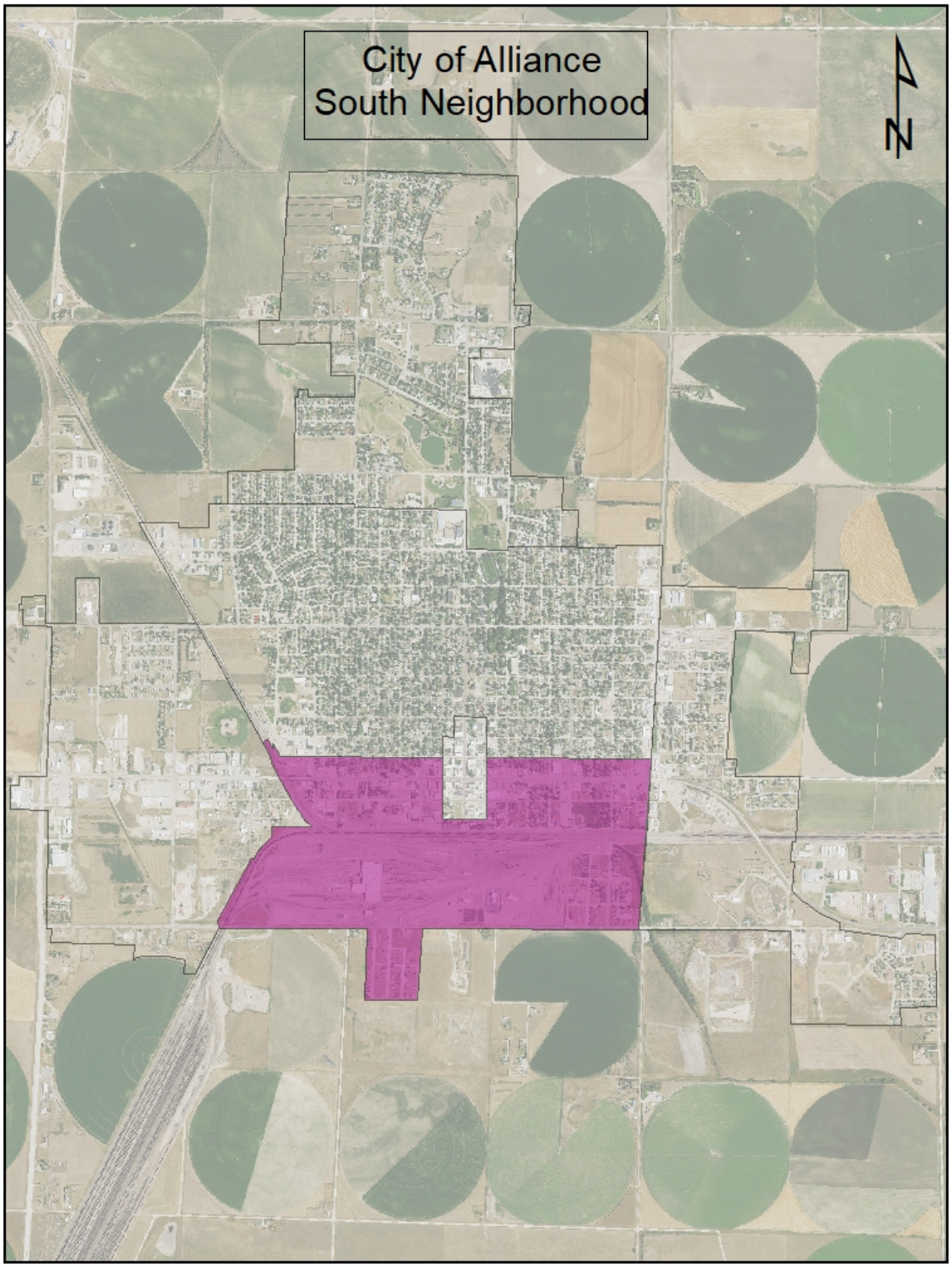


Fig. LU8

Downtown Neighborhood

Boundaries
The Downtown Neighborhood is generally bound by 6th Street to the north, 1st Street to the south, Laramie Avenue to the west and Niobrara Avenue to the east. (Fig. LU9)

Synopsis
The strength of a small community is often measured through the vibrancy, image, and usage of its downtown. Downtown Alliance projects a positive and strong image but can continue to be improved by refurbishing aging buildings and full occupancy of empty buildings and vacant lots. A united effort among downtown business owners to create a standardized downtown "brand" would help attract residents, visitors, and future businesses.

Transportation
The Downtown Neighborhood is marked by wide, brick roadways that support on-street angled and parallel parking. The area follows a traditional grid pattern but does include a substantial number of one-way streets. The roadways are in good condition and clearly delineate the neighborhood. A 20 mph speed limit is enforced throughout the Downtown Neighborhood.

The neighborhood is dominated by public and retail uses, and has small setbacks that create a pedestrian oriented environment. A wide and consistent sidewalk network supports the pedestrian environment very well. The sidewalks are in good condition. Well maintained streetscapes create a pleasant street level environment.

Residential
While the primary use within the Downtown Neighborhood is commercial, there are some residential dwellings above the ground floor of commercial establishments.

Commercial
The area is dominated by niche retail and public service commercial. The conglomeration of locally-owned retail, coupled with some entertainment and recreational opportunities, generates an active downtown atmosphere. The centrality of city and county public employment provides a consistent base of pedestrians in the district.

Industrial
There is very little industrial land use in this neighborhood. There is some industrial zoned land to the south west of the neighborhood that is used primarily for storage.

Landmarks and Activity Centers
The Downtown Neighborhood is home to a number of notable community landmarks such as Box Butte County Courthouse, City Hall, and the Newberry Building. The movie theatre, a pocket park, and Ken and Dales serve as downtown activity centers.

Vacant Land
There are approximately eight lots located in this neighborhood where buildings have been torn down that could be redeveloped if the demand arose for such a type of building.

Land Use Conflicts
The primary sources of land use conflicts in this neighborhood are industrial uses located along the southwest boundary of this neighborhood and the use of visible downtown commercial space for storage and residential.

Future Land Use
The primary use of this neighborhood should remain commercial. Apart from second story residential dwellings, the adjacent uses should not be permitted to grow into the Downtown Neighborhood.

Neighborhood Goals
Residential: The City allows dwellings above or below the ground floor of downtown buildings. This type of redevelopment should be encouraged by the City. This increases the foot traffic and population downtown and makes it more attractive to new businesses considering locating in this neighborhood.

Commercial: As a commercial corridor, the adjacent noncommercial land uses should be discouraged from encroaching into this neighborhood to maintain its historic use and character.

Industrial: The primary industrial uses are located in the southwest portion and the uses are primarily outdoor storage and the railroad. Industrial land uses should not be permitted to encroach into the downtown neighborhood.

Transportation: The Downtown Neighborhood is well connected to the rest of the City. The grid street system common in the Core and South Neighborhoods extends into the Downtown Neighborhood and as such exhibits the same sidewalk development patterns.

Most of the sidewalk is in good condition but some flaws in the streetscape project design, such as the heaving sidewalk brick, should be fixed. Other sidewalks outside the project area should be evaluated for replacement.

All of the streets in this neighborhood are paved with brick and have concrete curb and gutter. Some of the brick paving as well as the side street curb and gutter are exhibiting signs of distress. Examples of this include spalling, heaving, potholing, and bricks that have disintegrated. The brick streets provide one of the most unique aspects of this neighborhood, and Alliance in general, and should be maintained.

Code Enforcement: Some of the facades in the Downtown Neighborhood would benefit from an increase in property maintenance code enforcement and rehabilitation. Other portions of the property would benefit from an increase in nuisance abatement to decrease the amount of outdoor storage present. Facade grants could be utilized to aid business owners that are trying to rehabilitate their buildings to increase their curb appeal.

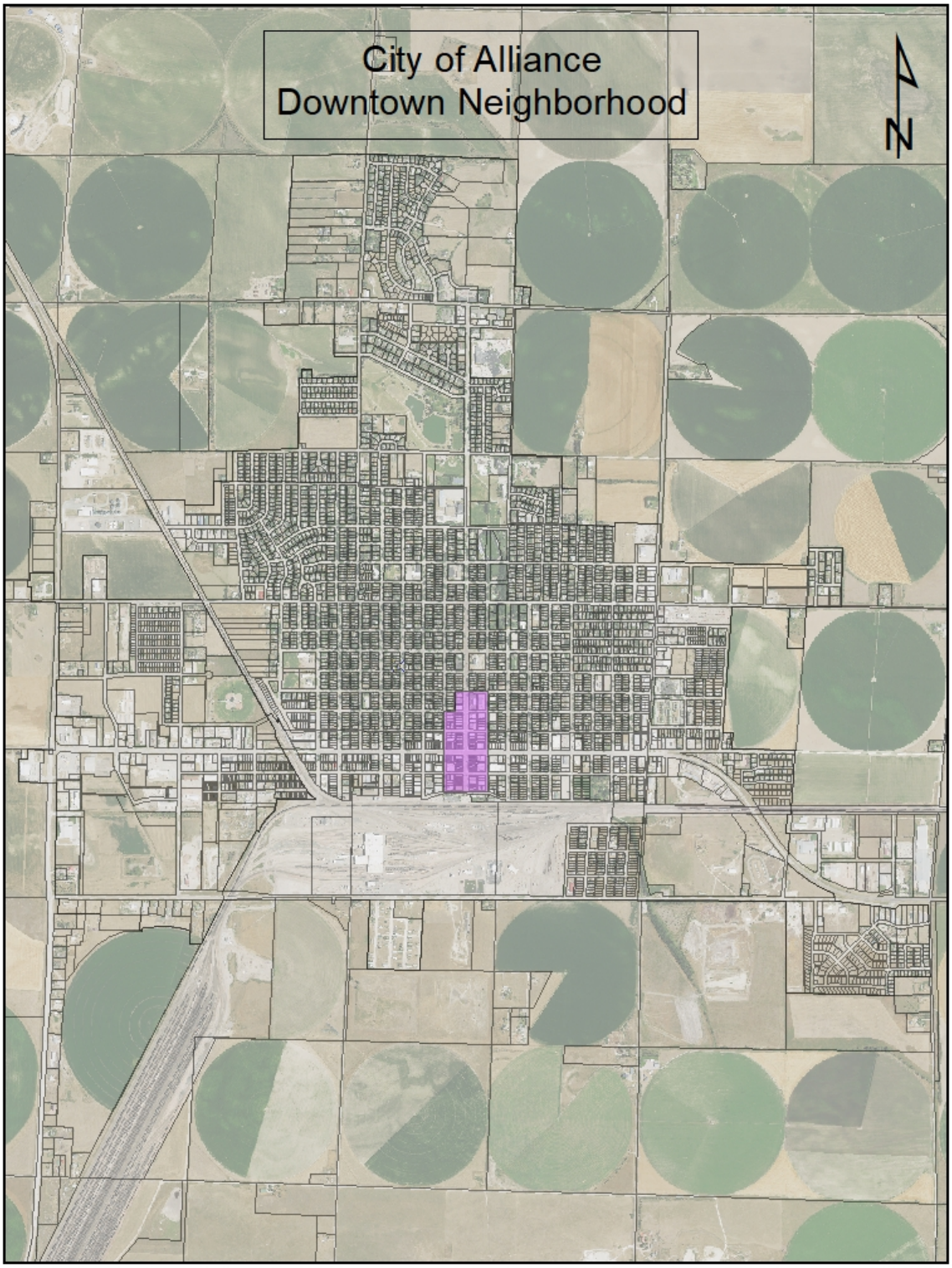


Fig. LU9

Extraterritorial Zoning

Jurisdiction Boundaries
The Extraterritorial Zoning Jurisdiction (ETJ) is generally described as the land within a two-mile radius of Corporate City Limits. For ease of enforcement, boundaries were drawn at section or quarter section lines as shown on the ETJ Map. (Fig. LU10)

Synopsis
The ETJ may be thought of as the buffer between the rural County and urban City. It functions as a transition zone wherein the City can ensure its future growth by requiring development in this area to meet the subdivision and building code requirements of the City. The ETJ is primarily used for agriculture but it does contain some fringe growth along highways and well-maintained county roads.

Transportation
The majority of the transportation routes in the ETJ are County Roads that are laid out in a grid like system along section lines. Box Butte County is responsible for maintaining these roads. Nebraska Highway 87 runs north and south through the eastern portion of the ETJ and dead ends at its intersection with Nebraska Highway 2 in Alliance. Nebraska Highway 2 enters the ETJ from the east and leaves running north-west concurrent with United States Highway 385, which runs north and south through the western portion of the ETJ and City. These highways are maintained by the State of Nebraska Department of Transportation except portions within corporate City Limits.

Residential
Most of the land use outside of corporate limits is agriculture but there are some residential dwellings along well-maintained roads. Most of these residential land uses developed before the City enforced its zoning code and subdivision requirements in the ETJ.

Commercial
The ETJ contains a small number of commercial land uses adjacent to highways. There isn't a central location or business corridor per say and these uses are dispersed throughout the ETJ.

Industrial
There are a few industrial land uses adjacent to the BNSF railroad tracks but they are otherwise dispersed and not connected to each other.

Landmarks and Activity Centers
Carhenge, the Alliance Cemetery, Calvary Cemetery, the Nebraska State Veterans Cemetery, and a portion of the Alliance Municipal Airport are located in the ETJ. Rail fans are occasionally seen stopped on the highway taking pictures along the BNSF railroad tracks and yards.

Vacant Land
There is very little vacant land in the ETJ as most of it is used for agricultural purposes. Potential development and expansion of the City limits into the ETJ will become more difficult and costly as the price of farm ground and infrastructure continues to increase.

Land Use Conflicts
The primary land use conflicts are a result of uses that existed before the City extended its jurisdiction beyond the Corporate City Limits. These include the mix of industrial, commercial, and residential land uses south of the City adjacent to US Highway 385. This also extends to lots or plats of land that don't meet the City's minimum requirements in the subdivision code.

Future Land Use
Future land uses in the ETJ should be an extension of existing land uses in City Limits or in the logical development path thereof. This will help prevent conflicting land uses as the City continues to grow. Fringe growth in the ETJ without the guidance of a master development plan should also be avoided as any development may cause land use conflicts with other proposed future developments. Previous expansion of the ETJ boundaries after the City annexed the BNSF railroad right of way and yards should be assessed and possibly reversed.

Neighborhood Goals
Development and redevelopment within current City Limits should be prioritized over new development in the ETJ.

Residential: If residential developments are to occur outside corporate limits, they should be platted and developed adjacent to existing residential developments.

Commercial: Commercial growth in the ETJ should be extensions of current commercial growth and placed primarily adjacent to highways utilizing frontage roads for access.

Industrial: Industrial growth should occur primarily in areas where there is access to both railroad and highway or well-maintained county roads.

Transportation: Transportation in the ETJ is primarily maintained by Box Butte County and the State of Nebraska Department of Roads.

Code Enforcement: Code enforcement should be carried out in the ETJ the same as it is in the rest of the community. Although primarily used for agriculture, the ETJ does function as the first gateway and provides a first impression of the City. This is why consistent and compatible land use is advised in the ETJ.

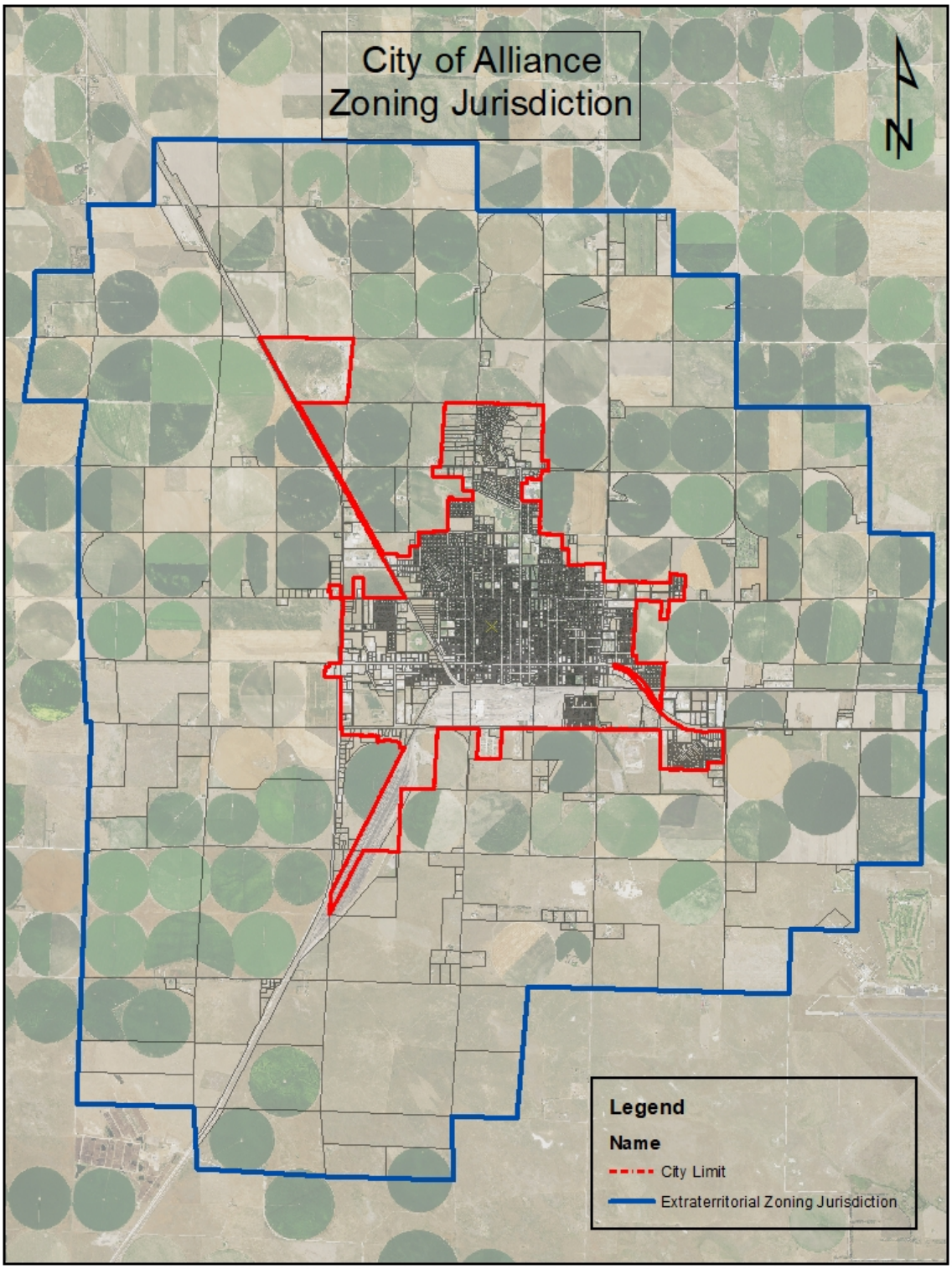

City of Alliance
Zoning Jurisdiction
N
Legend
Name
City Limit
Extraterritorial Zoning Jurisdiction

Fig. LU10

Annexation

The annexation map prioritizes the land surrounding the City for inclusion within the Corporate City Limits. Prioritization takes in to account the location of the land in relationship to existing utilities, its proximity to current City Limits, the likelihood of the land to be developed, the adjacent land use, and the areas current land use. In addition, the State requires that annexations must be urban or suburban and not rural in character. (Fig. LU11)

The highest priority for new development and redevelopment is within current City Limits. In most instances, infill allows for the use of existing infrastructure as well as occupying property already covered by City police and fire protection. Using existing infrastructure reduces the cost of private development and the long-term cost to the City for providing services to an area larger than is necessary.

The priorities for annexation are broken down into four categories. High, Medium, Low, and Not Prioritized. High Priority annexations are characterized by small developments that are already served by City Utilities and are adjacent to current City Limits; or land that is adjacent to current City Limits and is well positioned to develop but will require minor extension of City services upon doing so.

Medium Priority annexations are those developments or future developments that are adjacent to current City Limits, require the extension of public services, and are moderately positioned for development. Low priority annexations are those that are adjacent to City Limits but not well positioned for development at this time. Lands that are Not Prioritized are lands that are not well positioned for development, are not adjacent to City Limits, and/or not suitable for land use outside of Agriculture at this point in time.

Area # 1
Heartland Expressway
The Heartland Expressway Corridor is primarily bordered by commercial uses and commercial zoning to the east. The growth of the community around this corridor should cater to the traveling public and present a pleasing and welcoming atmosphere. Strip development or saw tooth development should be discouraged and master planning conducted to ensure growth adjacent to the Expressway doesn't negatively affect development of the surrounding land.

Area #2
Emerson Avenue
This area is bordered by single family dwellings to the south and east and rural residential dwellings to the north. The location of the floodplain limits the development of this area but also provides opportunities for larger parcels or parkland. Previous Plans have called for this area to be a mixture of larger lots zoned for rural residential on the north portion and single-family residential on the south half or some variation thereof.

Area #3
Sweetwater Avenue
This area is attractive to growth as it has not been divided into smaller agriculture tracts. It is adjacent to residential land uses to the south and southwest and commercial office to the northwest. The zoning currently reflects this desired land use. It also contains heavy commercial in the southeast portion adjacent to the highway. Since the relocation of US Highway 385 to the west side of the City, commercial growth is not anticipated here and this should be returned back to Ag zoning until such time as development is more likely.

Area #4
Kansas Street
Additional industrial growth could happen south of Kansas Street as this area is directly south of the BNSF railroad yards. Appropriate landscaping and spacing requirements should be required to separate the existing residential land uses from any industrial use.

Area #5
Elkhorn Avenue
This area would be suitable for additional residential growth. It is bordered to the north, south, and west by residential neighborhoods.

Area #6
Nebraska Highway 2
This area is adjacent to the Alliance Industrial Park and would be an extension of that land use to the east.

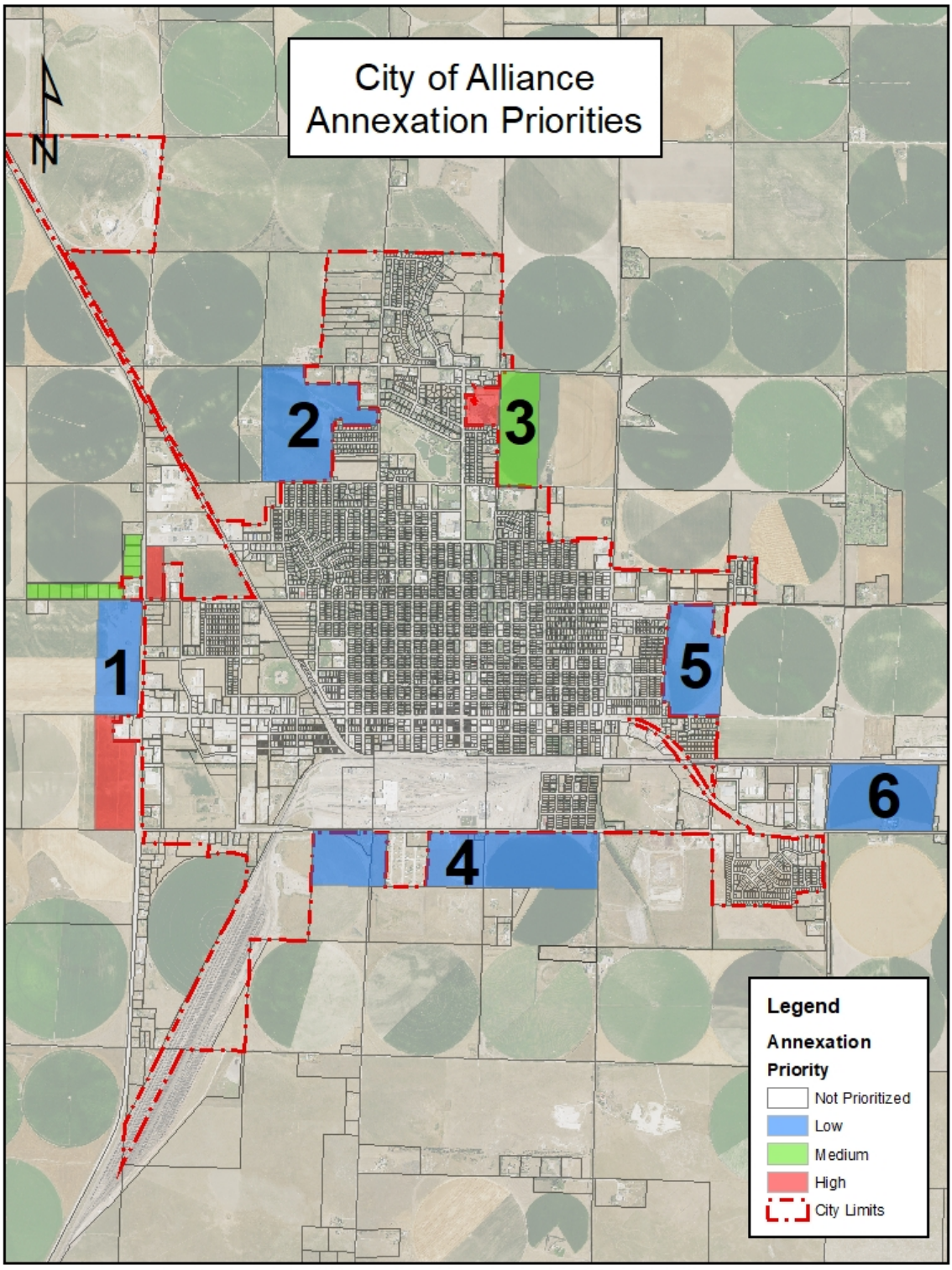

City of Alliance
Annexation Priorities
N
1
2
3
4
5
6
Legend
Annexation
Priority
Not Prioritized
Low
Medium
High
City Limits

Fig. LU11

Sustainability

Sustainability Introduced

The Merriam-Webster dictionary defines sustainability as, "a method of harvesting or using a resource so that the resource is not depleted or permanently damaged." This definition can be interpreted and applied several different ways.

To some, community sustainability is achieved through total separation from a modern way of life to a more community oriented, self-production method. To others, a sustainable community is one that is developed more compactly, designed around public transportation and walking routes, promotes waste reduction, and minimizes energy and water consumption.

Each approach to creating sustainable communities is uniquely credible. However, regardless of the approach, creating sustainable communities requires a change in attitude and adjustments in the way of living.

The recent interest in sustainability in smaller communities is largely the result of the continued decline of their population and an increase in the cost of living partly due to the increased cost of energy.

To create more sustainable communities, leaders will need to look beyond the short term benefits and critically analyze the long term consequences of their decisions. Many decisions made in communities that are declining in population are impulsive, made for the sake of "getting something done," and do not take the future needs or growth of the community into consideration.

The Sustainability Chapter of the Comprehensive Plan is divided into three sections. The first section presents sustainability indicators that compare past Alliance to present Alliance as well as present Alliance to other communities.

A sustainability indicator is a useful tool to assess whether a community is becoming more sustainable or less sustainable over time. Indicators are grouped into three categories: socio-cultural, environmental, and economic. Each indicator will be objective, measurable, and based on empirical and readily available data.

The second section is an assessment of the appearance of the community. Community appearance is a visual indicator of the overall health of the community and an important component of the stop and stay factor that draws people to Alliance to shop, live, and invest.

The third section is an Energy Assessment of the City of Alliance. This will compare current and previous energy consumption in the City of Alliance as well as the State of Nebraska.

Alliance Assessed

A single indicator, in and of itself, is a useful assessment of whether or not a community is meeting the needs of its residents. However, without any comparisons, it is difficult to determine the true value of any metric. Is the indicator score good or bad? Is the community improving or declining? This component of the Sustainability Assessed section compares indicators of Alliance then (2000) to Alliance now (2022). Historical comparative indicators are the first component of the Sustainability Assessed section.

Population
A stable population is a useful indicator of a healthy and sustaining community. Population growth or stability suggests that new homes are being built and businesses are expanding. According to the U.S. Census, the population of Alliance in 2000 was 8,959, 8,491 in 2010, and 8,151 in 2020. Between 2000 and 2020, Alliance lost 808 residents, which represents a 9 percent population loss. Alliance's population peaked in 1980 with a total of 9920 residents. (Fig. S1)

Home Ownership Rate
Home Ownership Rate is considered an indicator of sociocultural sustainability for many reasons. Home ownership rate is a measure of stable or growing populations, population turnover, and neighborhood continuity. These factors all affect the sustainability of the community. Continual improvement and an increase in home ownership should be a goal of all communities. Alliance's home ownership rate in 2000 was 68.05 percent, in 2010 it was 63.7 percent, and in 2020 it was 63.8 percent. (Fig. S2)

Average Household Income
Average household income is a useful socioeconomic indicator because it provides insight into the employment base and the local pay rate. Alliance's average family income has increased from $46,274 in 2000 ($69,003 adjusted for inflation) to $77,309 in 2019. Alliance's average family income has increased by 40 percent from 2000 to 2019 or 12 percent when taking inflation into account. (Fig S3)

Unemployment Rate
The unemployment rate represents the percentage of individuals, within the available civilian workforce, currently unemployed. The unemployment rate is an indicator of economic sustainability. Like job growth, the unemployment rate is widely used as a predictor of local economic stability. Alliance's unemployment rate, which has consistently been lower than the national average, was 4.2 percent in 2012. The unemployment rate dropped to 2.0 percent in 2022. (Fig S4)

Average Travel Time to Work
Several factors can affect the average travel time to work, including the proximity of local employers, the condition and congestion of roadways, and the availability of multi-modal transportation options. This metric is a useful indicator because of its relationship to overall quality of life. More time spent in the car means less time to spend with family or pursuing recreational interests. Additional commuting time also has environmental consequences in the form of increased pollution. Alliance's average travel time to work in 2000 was 13.6 minutes. This decreased to 8.3 minutes in 2019. (Fig. S5)

Educational Attainment The educational attainment rate represents the percentage of individuals, over the age of 25, who have achieved either a bachelor's, master's, or doctorate degree. The educational attainment rate is an indicator of sociocultural sustainability. The educational attainment rate is a measure of a community's ability to retain and attract highly educated residents. To some degree, the educational attainment rate is an indicator of available and types of employment located within Alliance. Alliance's educational attainment rate was 13.71 percent in 2000. The educational attainment rate increased to 16.9 percent in 2019. (Fig. S6)

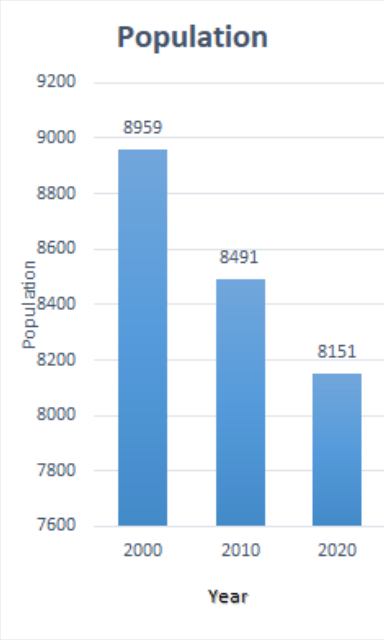


Fig. S1

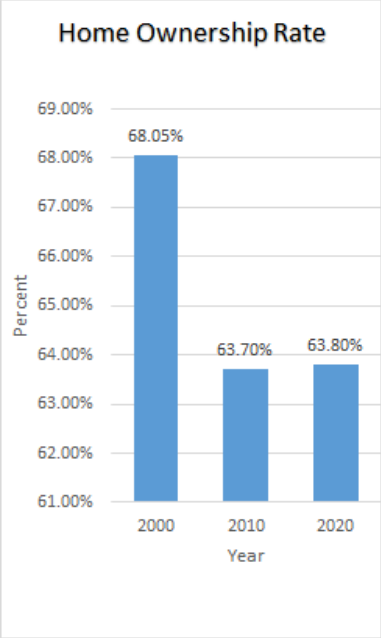


Fig. S2

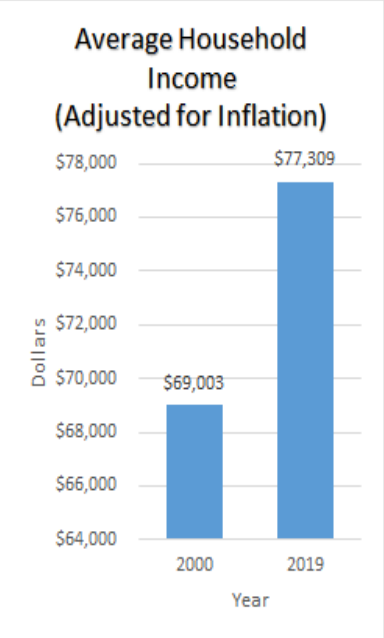


Fig. S3

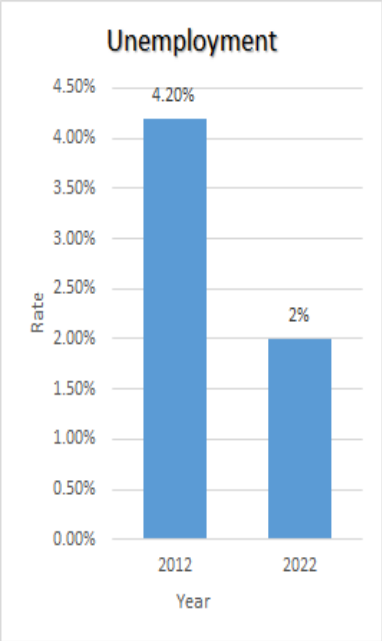


Fig. S4

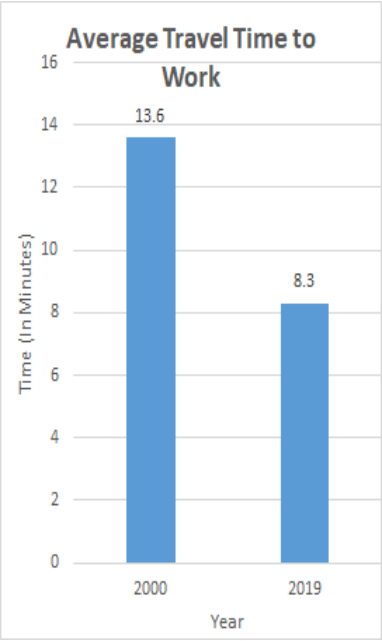


Fig. S5

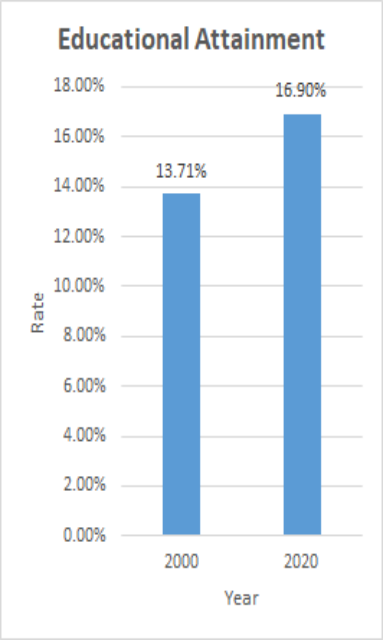


Fig. S6

Regional comparative indicators are the second component of the Sustainability Assessed section. The indicators compare Alliance to other communities in the region to identify Alliance's strengths and areas where improvement may be necessary.

Home Ownership Rate
The City of Alliance compares favorably to other communities with a home ownership rate of 63.8 percent, higher than North Platte (59.3 percent), Chadron (54 percent), Sidney (60.7 percent) Scottsbluff (53.5 percent), and Rapid City, South Dakota (61.8 percent). Other communities such as Gering (75.3 percent) and Cheyenne, Wyoming (65.9 percent) have higher homeownership rates. The national average home ownership rate is 64 percent and the State of Nebraska average is 66.1 percent. (Fig. S7)

Racial Diversity Index
The racial diversity index measures the "diversity" of the population and is the likelihood that two people chosen at random will not be of the same race or ethnic group. Racial diversity is an indicator of sociocultural sustainability. Studies indicate more racially diverse communities create greater macroeconomic gains, show improved creative decision making, and enhance the overall productivity of cities.

The City of Alliance has a 34.3 percent index score, while North Platte has 26.1 percent, Gering 43.9 percent, Sidney 23.5 percent, Chadron 27.7 percent, Cheyenne, Wyoming, 41.2 percent, and Rapid City, South Dakota, 40.9 percent. The national average is 61.1 percent and the State of Nebraska is 40.8 percent. (Fig. S8)

Crime Rate
Crime rate relates the incidence of crime to population and is typically expressed as the number of crimes per 1,000 residents in a given year. This statistical measure allows uniform comparison of all communities regardless of population size. Crime rate measures the number of violent and property crimes in a given area. Crime rate is a sociocultural sustainability indicator. Communities with lower crime rates are perceived to be safer, friendlier, and generally more attractive places to live.

Alliance has a lower than average crime rate of 84, Scottsbluff has a crime rate of 105, North Platte 75, Gering 45, Sidney 72, Chadron 44, Cheyenne, Wyoming 107, Rapid City, South Dakota 86. The national average is 100 and the Nebraska State average is 81. (Fig. S9)

Health Insurance Coverage
Health insurance coverage indicates the percentage of residents with any type of health insurance coverage. Health insurance coverage is an indicator of sociocultural sustainability as it reflects community health, the ability to stay healthy, and accessibility to health-related services.

The City of Alliance compares favorably to other communities. The percentage of residents with health insurance coverage in Alliance is 93 percent. This percentage is higher than North Platte (88.4 percent), Scottsbluff (89.7 percent), Gering (91.9 per-cent), Chadron (92.2 percent), and Rapid City, South Dakota (88.4 percent). Sidney (94.8 percent) and Cheyenne, Wyoming (93.3 percent) have a higher percentage of residents with health insurance coverage. Nationally, 91.2 percent of people have health insurance and 91.8 percent of people are covered in Nebraska. (Fig. S10)

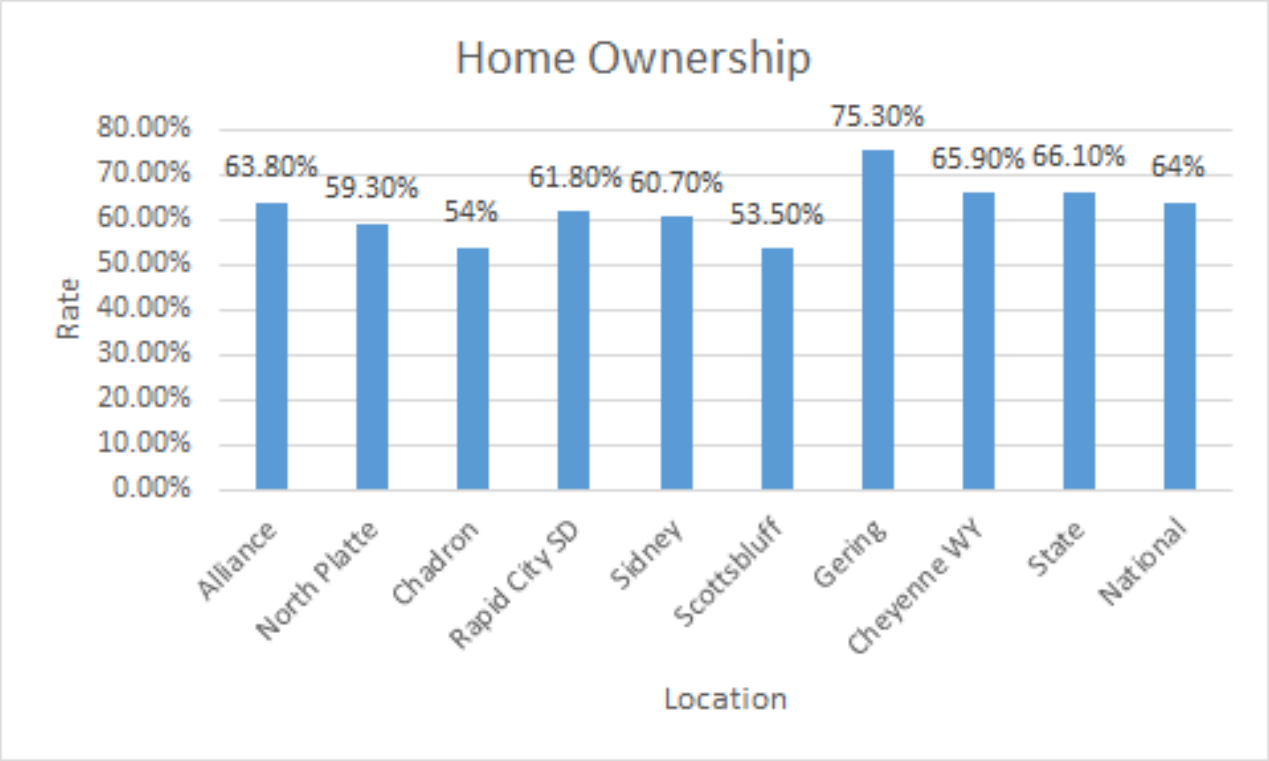

Home Ownership
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Rate
63.80%
59.30%
54%
61.80%
60.70%
53.50%
75.30%
65.90%
66.10%
64%
Alliance
North Platte
Chadron
Rapid City SD
Sidney
Scottsbluff
Gering
Cheyenne WY
State
National
Location

Fig. S7

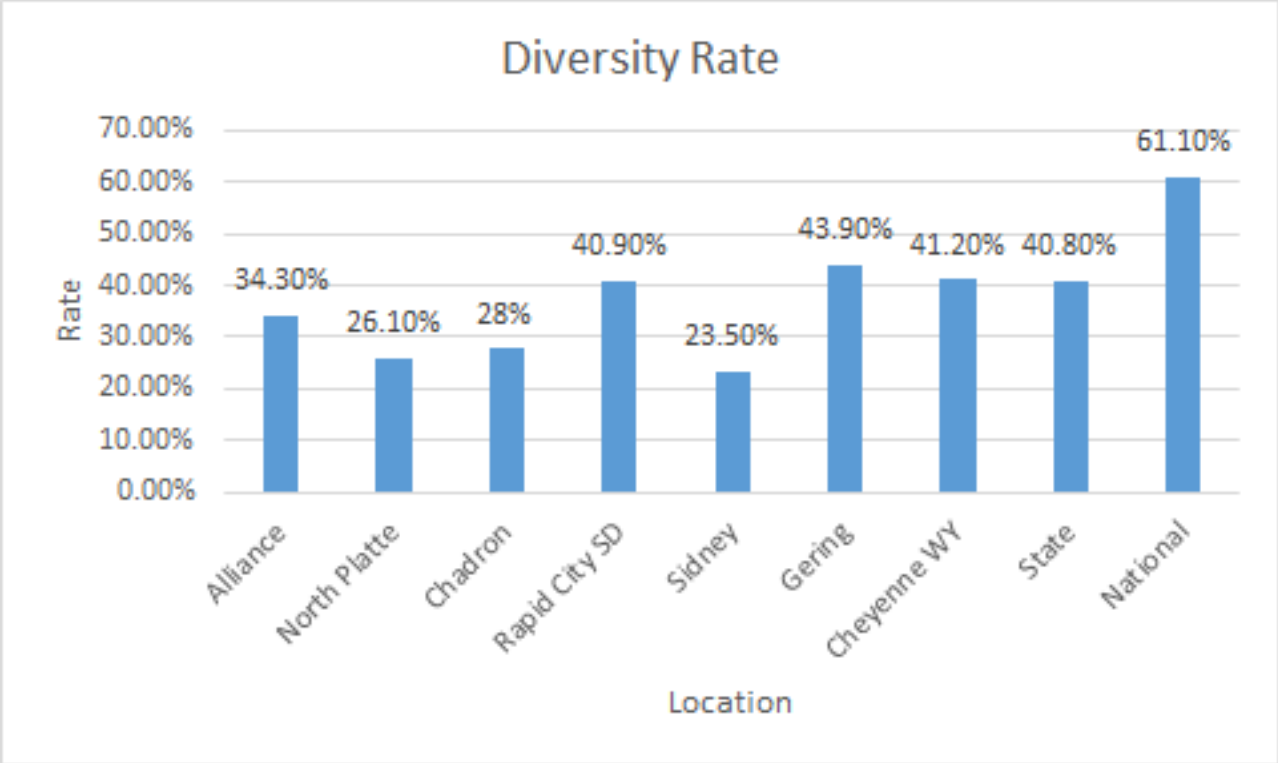

Diversity Rate
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Rate
34.30%
26.10%
28%
40.90%
23.50%
43.90%
41.20%
40.80%
61.10%
Alliance
North Platte
Chadron
Rapid City SD
Sidney
Gering
Cheyenne WY
State
National
Location

Fig. S8

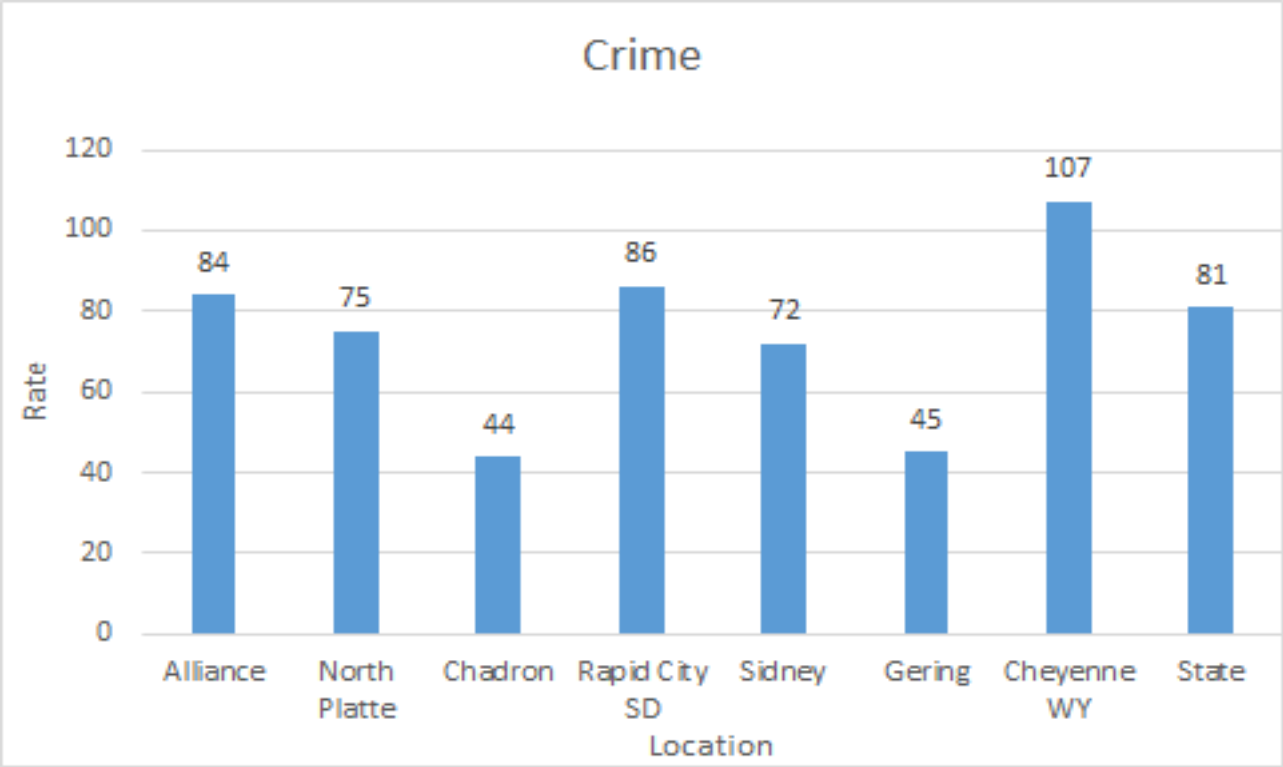


Fig. S9

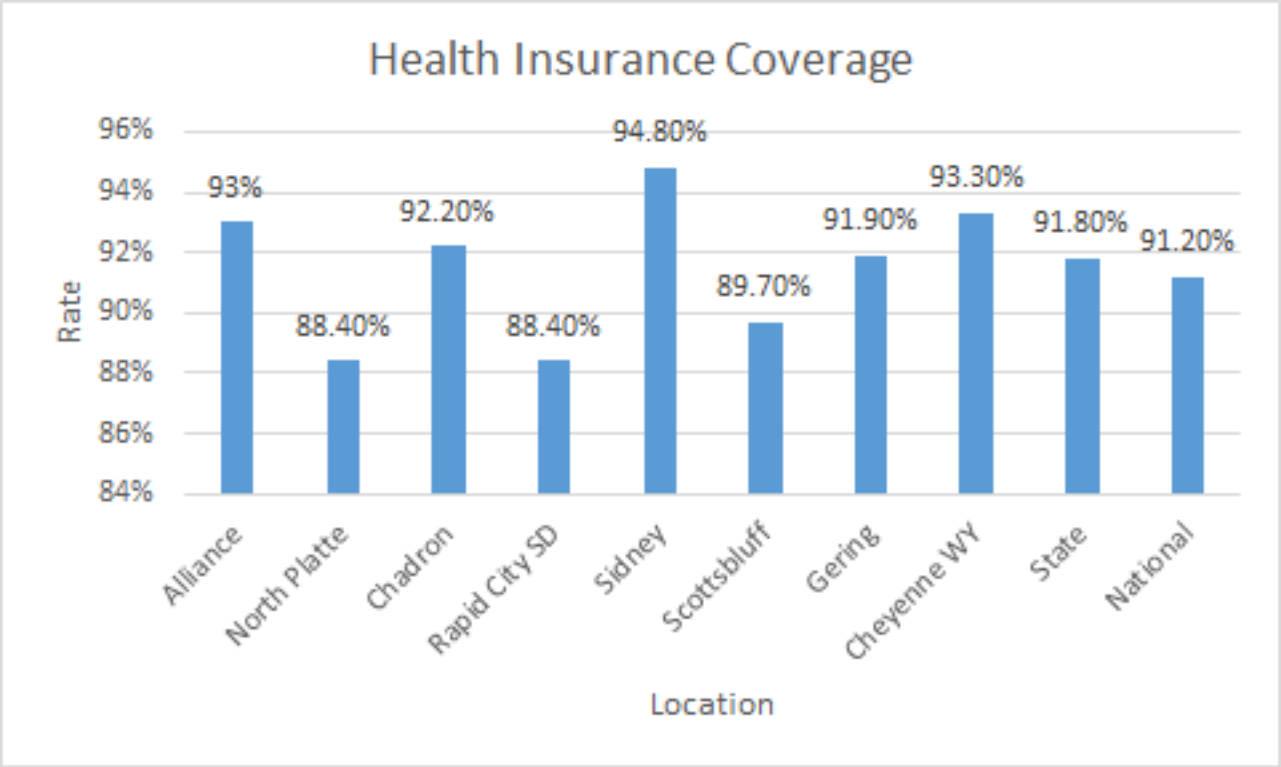


Fig. S10

Test Scores
The test scores indicator measures test performance as a percentage against the state average. Test scores are an indicator of sociocultural sustainability as they provide an objective measure of education against the performance of other students statewide.

Test scores are not the only measure of community education, but do provide objective insight into student performance. The statistical measure is an average of all test takers, therefore eliminating the ability of a small number of very low or very high scores to skew results.

Reading Scores
The City of Alliance compares poorly to other communities in regard to reading test scores. The City of Alliance scores at 38 percent or 10 percent below the state average of 48 percent. Gering tests at 43 percent, Chadron 60 percent, Sidney 66 percent, and Scottsbluff 53 percent. North Platte, at 31 percent, was the only City in this comparison that tested lower. (Fig. S11)

Math Scores
The City of Alliance compares poorly to other communities in math test scores as well. The City of Alliance scores 27 percent or 19 percent lower than the state average of 46 percent. Gering was 43 percent, Chadron 61 percent, Sidney 44 percent, Scottsbluff 35 percent, and North Platte 31 percent. (Fig. S12)

Divorce Rate
The divorce rate is the percentage of individuals whose marriage ends in dissolution before the death of either spouse. Divorce rate is an indicator of sociocultural sustainability as sociological studies indicate divorce has at very least, significant short term social impacts on families. High community divorce rates can lead to housing and family instability, increase population turnover, and affect socioeconomic status within the community.

The City of Alliance compares similarly with other communities. The City of Alliance has a divorce rate of 12.8 percent, Chadron 9.8 percent, Gering 12.4 percent, North Platte 14.2 percent, Scottsbluff 13.9 percent, Sidney 12.9 percent, Cheyenne, Wyoming 15.1 percent, and Rapid City, South Dakota 13.7 percent. (Fig. S13)

Job Growth
The following graph illustrates the percentage of new jobs created annually. A negative value represents jobs lost annually. Job growth is an indicator of economic sustainability. New job creation represents increased employment opportunity for existing and potential residents. Also, this statistical measure is widely used in local economic forecasting. Employment opportunity is directly related to population stability as well.

The City of Alliance compares similarly to other communities evaluated. The City of Alliance lost employment at a -.7 percent rate in 2021. Gering and Scottsbluffs job growth was .5 percent, Chadron -1.1 percent, Sidney -2.9 percent, North Platte -.1 percent, Cheyenne, Wyoming -2.1 percent, and Rapid City, South Dakota 2.5 percent. (Fig. S14)

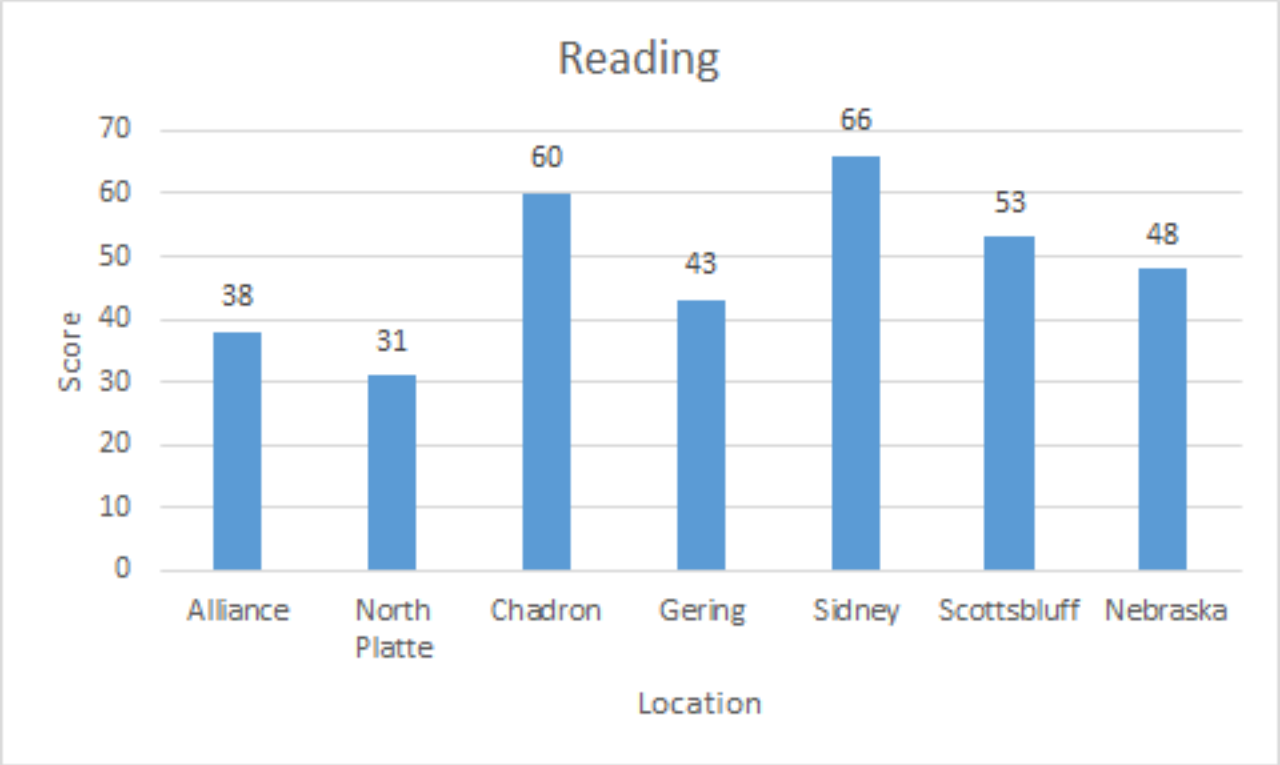


Fig. S11

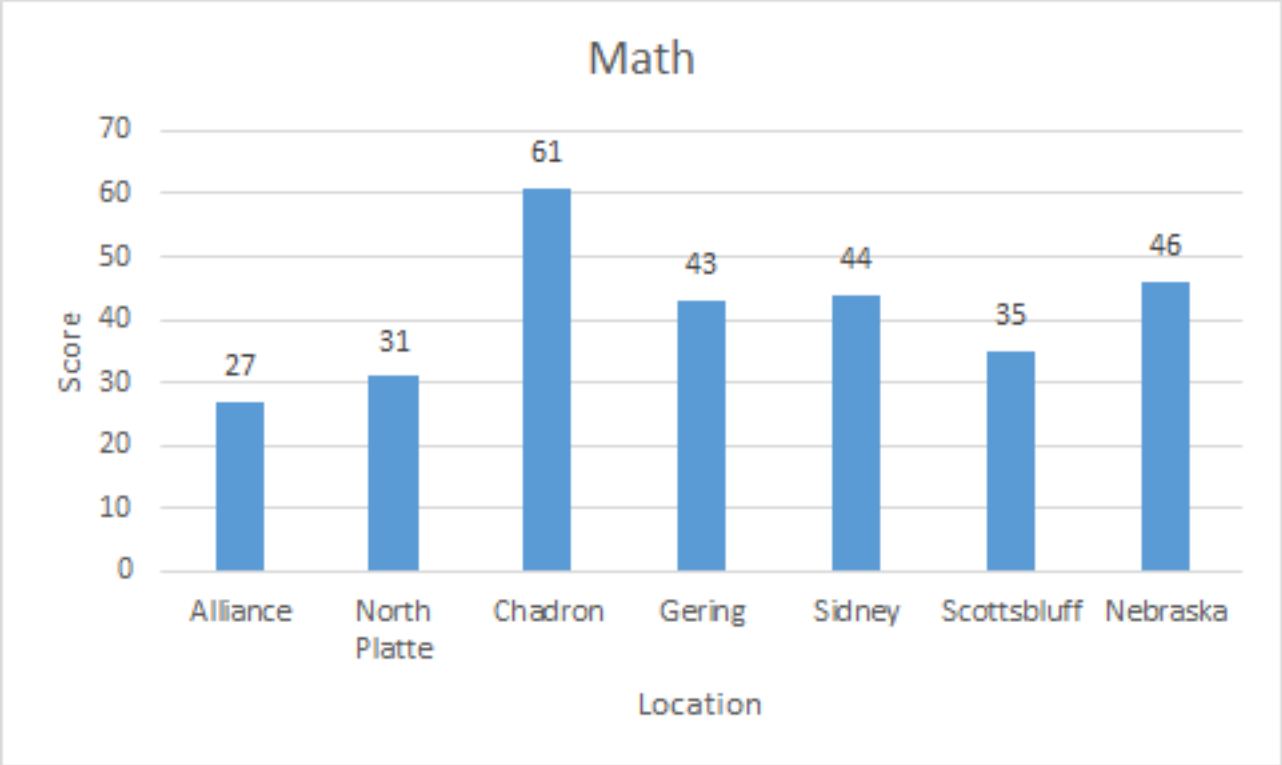


Fig S. 12

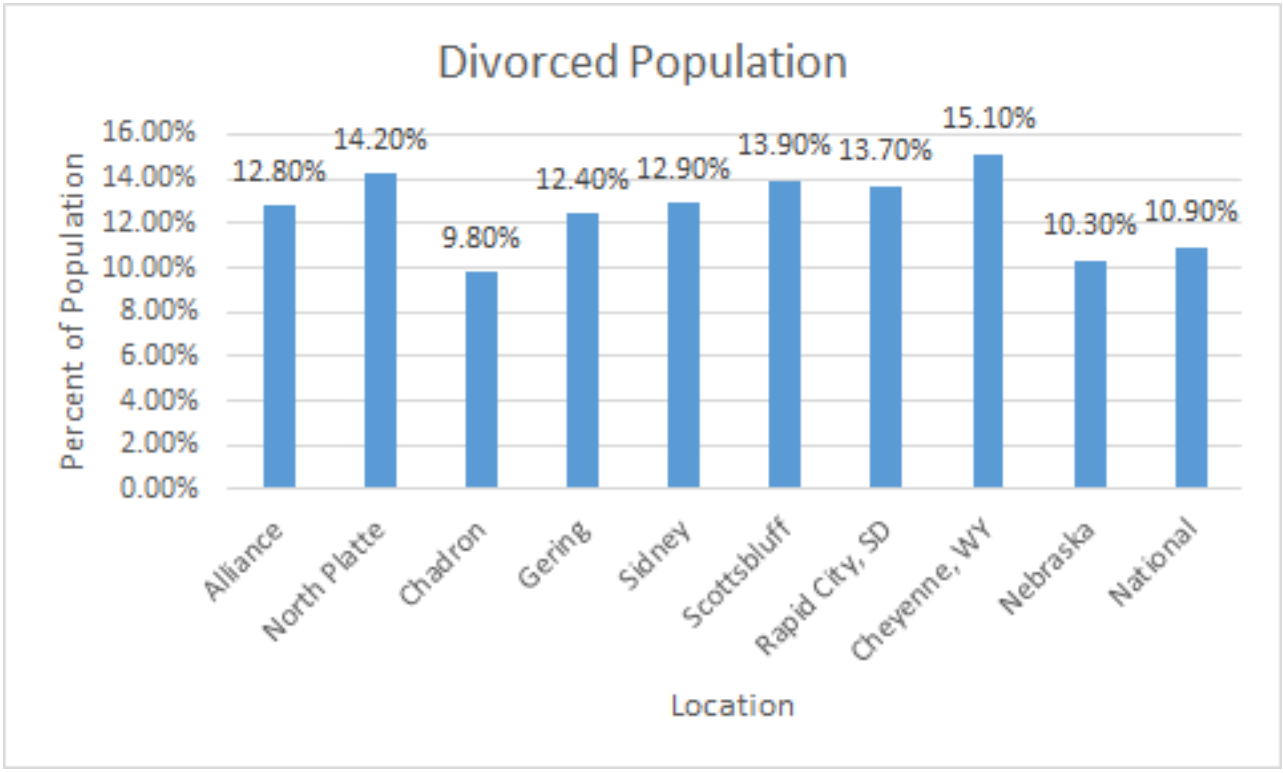


Fig. S13

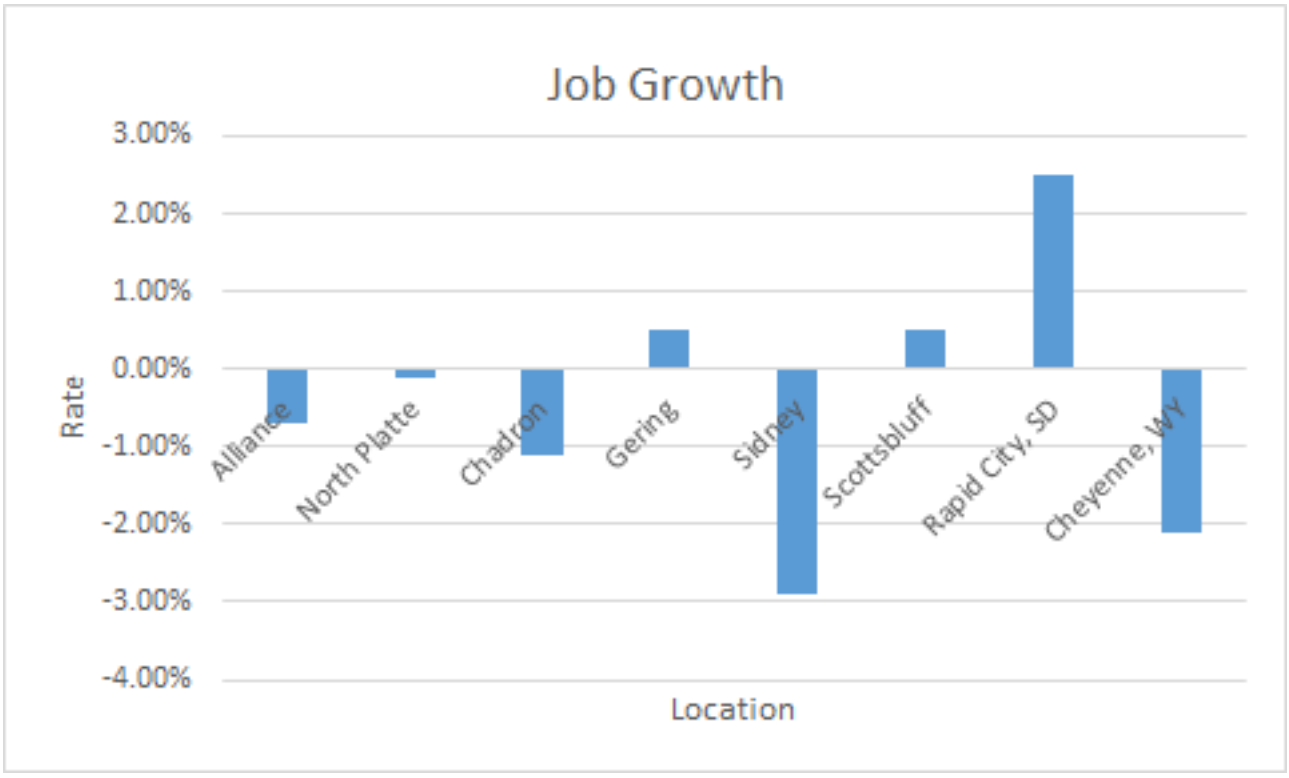


Fig. S14

Unemployment Rate
Unemployment rate represents the number of unemployed as a percent of the civilian labor force. Unemployment rate is another indicator of economic sustainability.

The City of Alliance compares similarly to other communities evaluated. The unemployment rate in Alliance is 2.0 percent. This is comparable to North Platte (1.7 percent), Scottsbluff and Gering (2.2 percent), Sidney (2.3 percent), Chadron (1.6 percent) Cheyenne, Wyoming (3.1 percent), and Rapid City, South Dakota (2.2 percent). The national unemployment rate is 3.6 percent and the Nebraska unemployment rate is 1.9 percent. (Fig S15)

Long Commute Times
This statistical measure is an indicator of environmental sustainability as a high percentage of long commute times suggest higher carbon emission associated with vehicular trips and displaced employment requiring a significant commute.

The City of Alliance has a percentage similar to other communities evaluated. Within the City of Alliance, 1.6 percent of residents have a commute time greater than 45 minutes. Chadron (4.2 percent), Gering (6.3 percent), North Platte (3.1 percent), Scottsbluff (2.5 per-cent), Sidney (3.7 percent), Cheyenne Wyoming, (4.3 percent), and Rapid City, South Dakota (3.8 percent) all have greater population with commute times longer than 45 minutes. The National rate is 17.6 percent and the State of Nebraska rate is 6.6 percent. (Fig. S16)

Average Commute Time
Average commute time is the average time (minutes) each resident spends commuting to their place of employment. Average commute time is an indicator of environmental sustainability. High average commute times suggest higher ratios of carbon emissions per resident. Also, commute times reflect proximity of employment within each community. It should be noted that larger (area) communities will generally have greater commute times.

The City of Alliance compares favorably to other communities evaluated. The average commute time for Alliance residents is 8.3 minutes. This commute time is the lowest of all communities evaluated. Chadrons commute time is 10.2 minutes, North Platte (12.5), Gering (14.0), Scottsbluff (10.8), Sidney (10.7), Cheyenne, Wyoming (14.3), and Rapid City, South Dakota (18.2). The national average commute time is 26.9 minutes and the Nebraska average is 18.8 minutes. (Fig. S17)

Residents who Walk or Bike to Work
This statistical measure is an environmental sustainability indicator as a higher percentage of residents who walk or bike to work suggest a community is less auto-dependent. A decrease in vehicular transit is a positive indicator of environmental sustainability.

The City of Alliance has a lower than average rate of residents who walk or bike to work but is comparable with other cities when compared. In Alliance, 1.2 percent of residents walk or bike to work, Chadron (14 percent), North Platte (2.5 percent), Gering (0.9 percent), Scottsbluff (1.6 percent), Sidney (4.3 percent), Cheyenne (1.7 percent), Rapid City, South Dakota (0.4 percent)are all similar. The national rate of people walking or biking to work is 3.2 percent and the Nebraska rate is 3.0 percent. (Fig. S18)

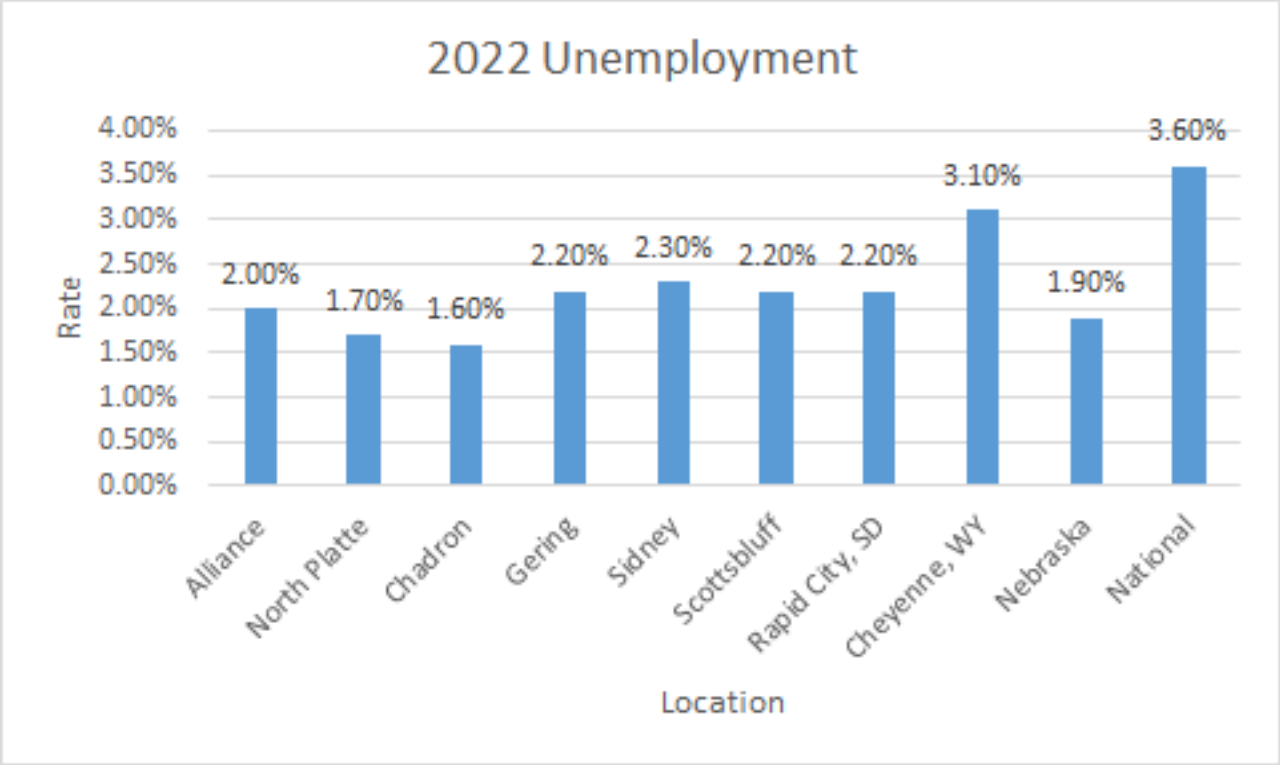


Fig. S15

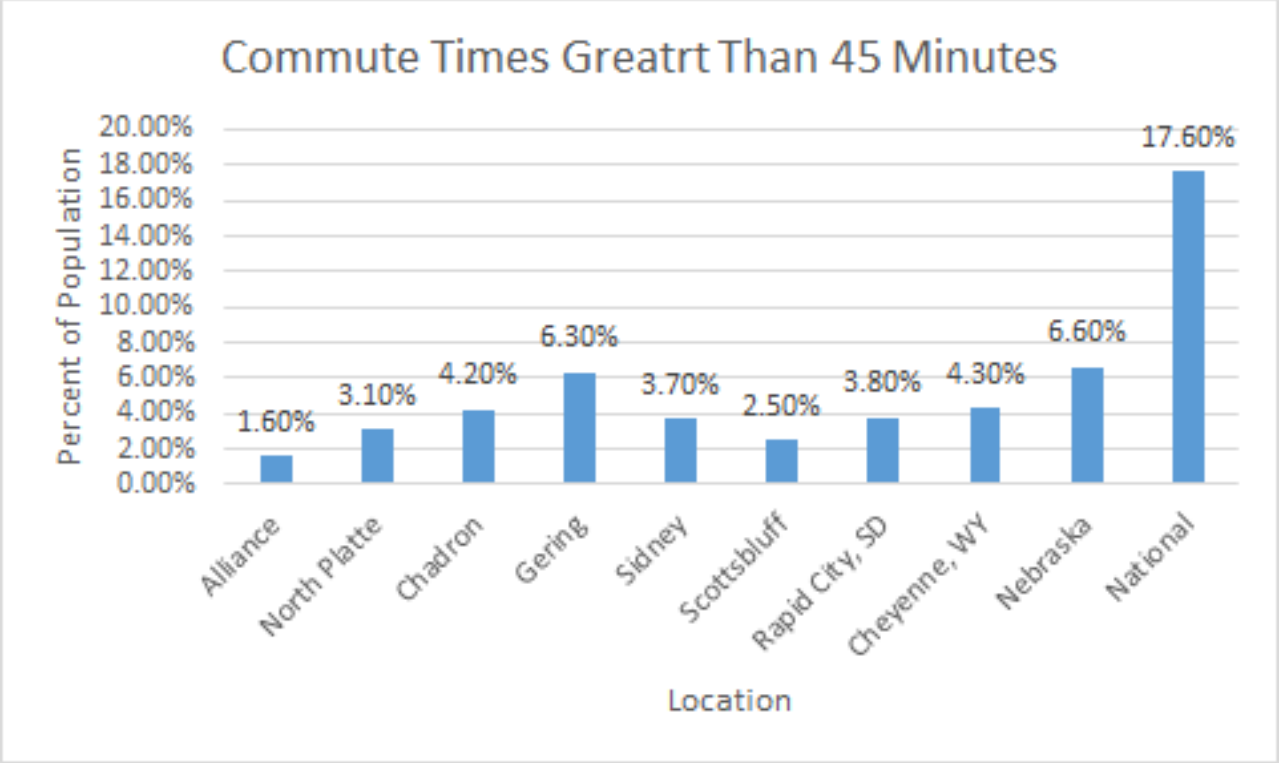


Fig. S16

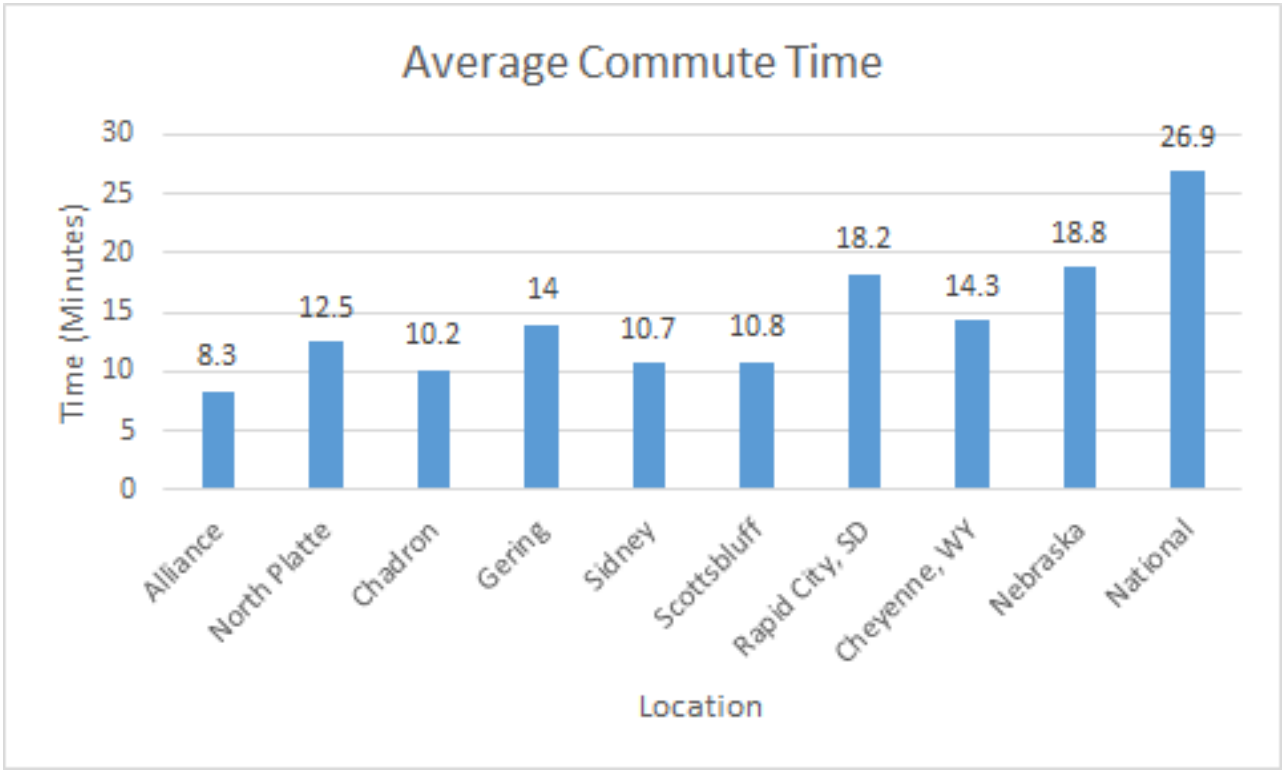


Fig. S17

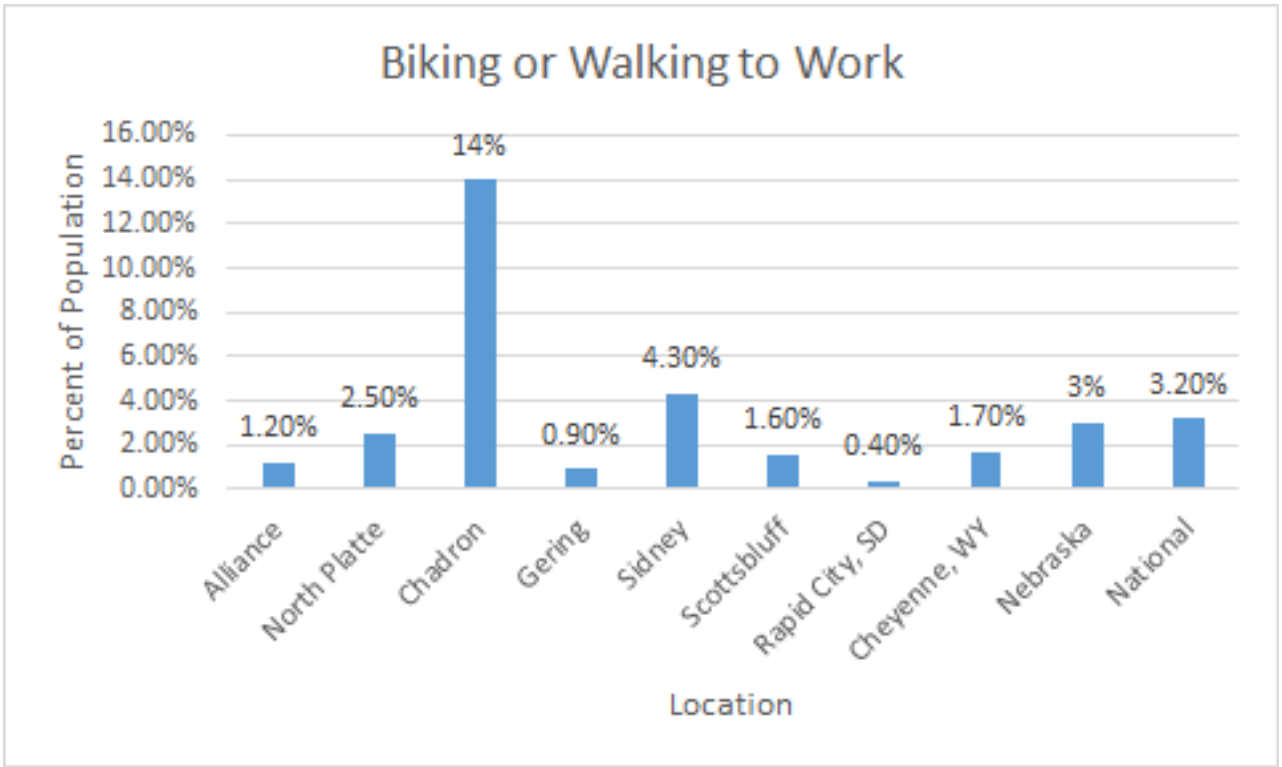


Fig. S18

Family Income
There are two economic sustainability factors related to family income. The first, median family income, is the income that equally divides a community. One half of the families within the community have income greater than the median, and one half of families within community have income less than the median. The second factor, family purchasing power, reflects median income with a cost-of-living adjustment. Both of these factors are indicators of economic sustainability. Analyzed together, these factors offer insight into demographic makeup, employment opportunities, and overall cost-of-living.

Median Family Income
The City of Alliance median family income compares favorably to other communities evaluated. The City of Alliance has a median family income of $73,945. This compares well to Chadron ($69,444), North Platte ($69,656), Gering ($80,245), Scottsbluff ($55,907), Sidney ($79,041), Cheyenne, Wyoming ($78,911), and Rapid City, South Dakota ($64,561). The National median family income is $77,263 and the State of Nebraska is $78,212. (Fig. S19)

Family Purchasing Power
The City of Alliance family purchasing power income also compares favorably with other communities evaluated. The City of Alliance family purchasing power income is $56,068. This is higher than North Platte ($52,683), Gering ($46,006), Cheyenne, Wyoming ($51,799), and Rapid City, South Dakota ($49,790). Only Middleton, Wisconsin ($85,516) and Papillion ($93,448) have higher family purchasing power incomes.

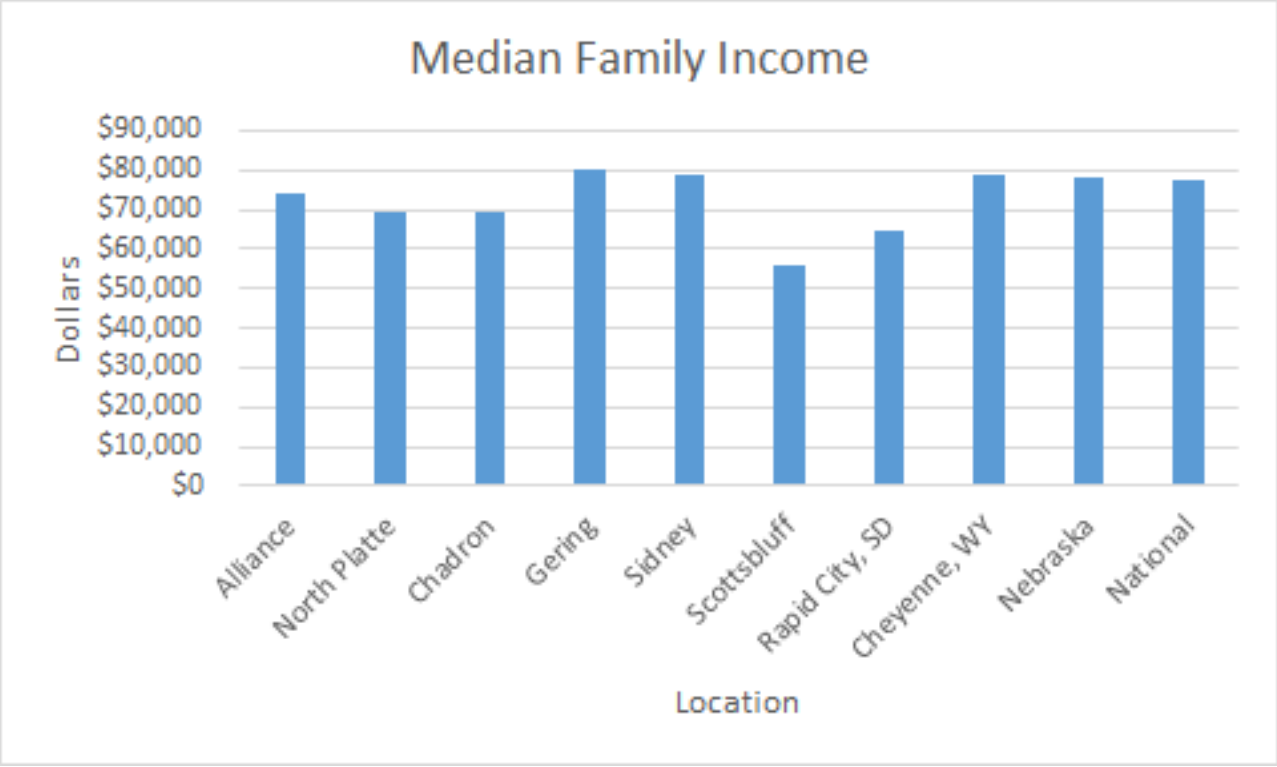


Fig. S19

Community Appearance

The entrance to any community is the front door to residents, visitors, and potential developers alike. Areas of high visibility, such as gateways, major arterial corridors, and commercial districts, reflect community character through design and appearance.

Communities that value design and appearance recognize the value in providing parameters for design in the form of minimum guidelines and standards. Design guidelines promote the desired appearance of an area, enhance the pedestrian environment, and create visually distinct communities.

The design and appearance of communities is a very prominent component of community growth and sustainability.

Many potential residents, investors, and developers considering moving to a community heavily weigh the aesthetics of the community to gauge its overall health. If public facilities, streetscapes, housing, and businesses portray a poor aesthetic appeal, one may conclude that the community is struggling and choose to live or invest their money in a healthier more vibrant city.

There are many steps, both large and small, that can be taken to greatly improve the appearance and aesthetics of the community to appeal to those potential future residents and investors.

The Community Appearance Section introduces the importance of community design, assesses existing appearance, and provides strategies for community form improvement.

While the land use chapter is very much about function, the community appearance section is very much about form. If land use defines where and how future development is to occur, community appearance provides direction for high quality, cohesive, and well-designed developments and streetscapes.

The Community Appearance section is comprised of two major components, an assessment of the aesthetic conditions adjacent to major gateways, arterials, and local neighborhood streets; followed by both larger and smaller strategies that should be implemented to improve these conditions.

All communities should desire to become areas of distinct character through the design and appearance of gateways, major corridors, historic structures, wayfinding systems, major commercial districts, etc. This section assesses areas of high visibility based on design and appearance. This assessment provides insight into the existing "look and feel" of the community.

Gateways
A community gateway is just that, a gateway or entryway into the community. It serves as a first impression to visitors as they enter a community. Thus, the layout and design of the gateway should attract visitors to stop, explore, and eventually leave with a positive image of Alliance.

West Gateway
Location:
The West Gateway is generally located at the intersection of Highway 385 and Highway 2. This gateway serves as an entrance to Alliance from the north, south, and west.

Image:
Image and comfort of the western gateway is suspect giving the sparse development pattern, non-compatible land uses, and lack of identifiable streetscape elements. While road conditions are good, inconsistent setbacks and building orientation contribute to a lack of character.

Access and Linkage:
The West Gateway is easily accessible as a major interchange between two state highways. Highway 2 (3rd Street) is a direct link to the central business district and other Alliance activity centers. Sidewalks run along both sides of the roadway creating pedestrian accessibility as well.

Uses and Functions:
Inconsistent setbacks and land uses characterize the West Gateway. The gateway includes residential, highway commercial, abandoned "big-box" commercial, and industrial uses. As an entryway to the community, this gateway should function as "bait" to attract visitors to explore Alliance. At this time, the lack of a cohesive development pattern and poor image contribute to the gateway functioning as a stop-and-go rather than a stop-and-stay area.

East Gateway
Location:
The East Gateway generally begins at the intersection of Highway 2 and County Road 58. This gateway serves as an entrance to Alliance from the east and northeast.

Image:
The gateway does not "present" itself in a welcoming or comfortable way. The roadway is primarily lined with aged industrial and commercial uses, and surrounding neighborhoods are fair to poorly maintained. The surroundings indicate no clear entryway into the city as the "Welcome to Alliance" sign appears prior to the area.

Access and Linkage:
Highway 2 co-locates with 3rd Street upon entering the city. Third Street serves as a primary east-west thoroughfare in Alliance and is well connected to downtown as well as the West Gateway. However, the re-routing of Highway 385 decreased the amount of traffic moving toward the East Gateway on 3rd Street.

Uses and Functions:
At this time, the gateway lacks a consistent development pattern. Industrial and highway commercial uses occupy the gateway. Without activity centers or community landmarks, the area will continue to have low levels of pedestrian activity and present itself poorly to incoming travelers.

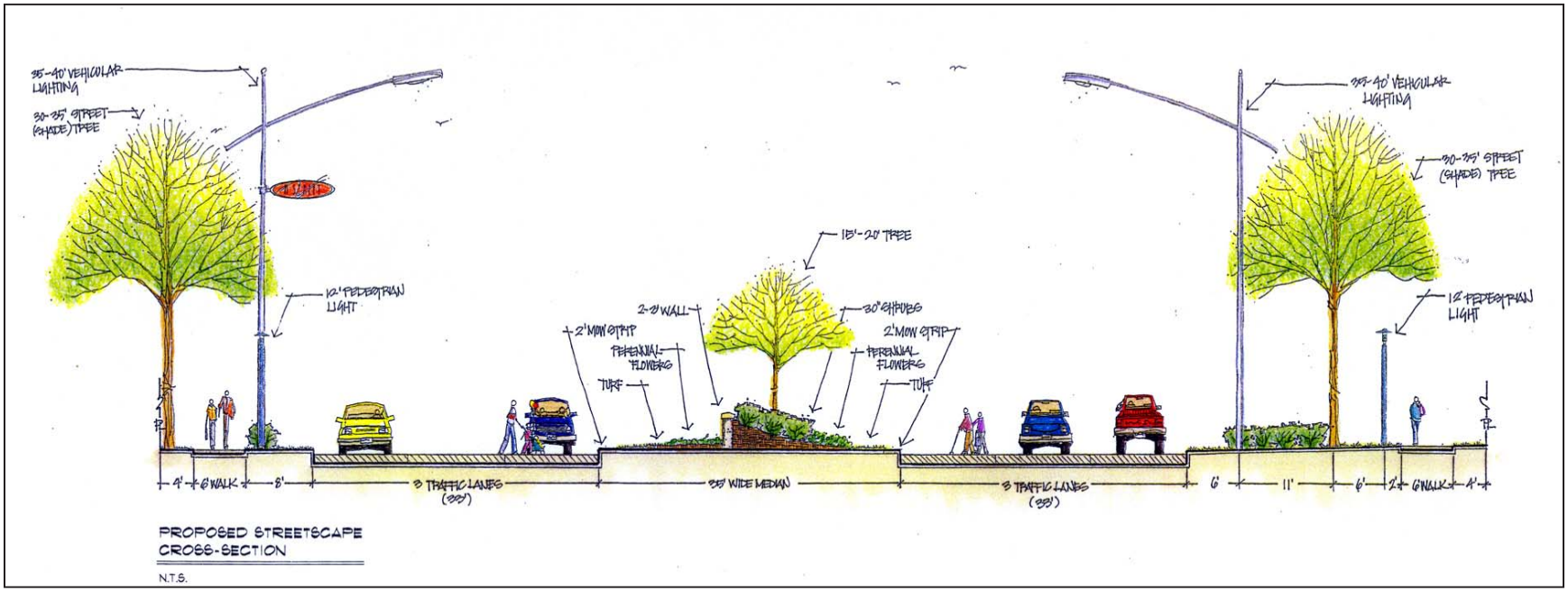

35'-40' VEHICULAR LIGHTING
30-35' STREET (SHADE) TREE
12' PEDESTRIAN LIGHT
15'-20' TREE
2'-8" WALL
30" SHRUBS
2' MIN STRIP
PERENNIAL FLOWERS
TURF
4'
6' WALK
5'
2 TRAFFIC LANES (22')
35' WIDE MEDIAN
3 TRAFFIC LANES (33')
6'
11'
6'
2'
6' WALK
4'
PROPOSED STREETSCAPE CROSS-SECTION
N.T.S.

Fig. S20

Arterial Corridors
There are 4 primary arterials that visitors are likely to utilize when visiting Alliance. Box Butte Avenue has been broken into 3 parts as it has 3 distinct characteristics as one moves from south to north.

Box Butte Avenue 1st to 6th Street

Street:
The roadway is in good condition and wide, allowing for on street diagonal parking. The brick roadway creates a unique feeling that fits well within the central business district. The brick roadway also serves as a traffic calming device. The few areas of brick that are failing should be repaired.

Sidewalk:
Both sides of the street are lined by fifteen foot sidewalks, which are generally well maintained. The sidewalk accommodates high levels of pedestrian activity and does include pedestrian lighting structures. The sidewalk also includes street-side plantings, trash receptacles, and benches.

Streetscape:
Overall, the existing streetscape is very good. This section of Box Butte Avenue represents the Central Business District. Most of this section recently went through the process of a streetscape reconstruction project. The brick sections of the sidewalk have become a tripping hazard in some circumstances, which should be fixed.

Box Butte Avenue 6th to 10th Street

Street:
Box Butte Avenue between 6th and 10th Streets is characterized by well-maintained brick streets. The brick roadway projects a comforting image and naturally slows vehicular traffic. The wide roadway allows for on street parallel parking as well.

Sidewalk:
Both sides of the street are lined by four-foot and six-foot wide sidewalks, which are generally well maintained. Other than irregularly placed trash receptacles, the sidewalk lacks street-side furnishings. The sidewalk does accommodate high levels of pedestrian activity, both on foot and bike, and provides appropriate pedestrian lighting.

Streetscape:
Overall, the existing streetscape is good. As a prominent north-south roadway, Box Butte Avenue connects the high school, library, municipal swimming pool, and other activity centers with downtown Alliance.

Dense, concentric, and consistent development characterize the streetscape. The pride of ownership along the roadway is very evident but there are some instances where additional code enforcement would be appropriate.

Box Butte Avenue 10th to 14th Street

Street:
The roadway is both in good condition and wide, allowing for on-street parallel parking. Painted crosswalks, adequate vehicular lighting, and on-street wayfaring signage are all good characteristics of this street.

Sidewalk:
Both sides of the street are lined by four foot sidewalks, which are generally well maintained. Sidewalks have been enhanced by corner treatments including flowers, shrubs, and small trees. Center median lighting provides a safe corridor for pedestrians and vehicles.

Streetscape:
Overall, the existing streetscape is good. The streetscape is characterized by historic, well maintained, housing units and mature street trees. These elements contribute to a positive pedestrian experience and high levels of street-side activity. This area can and should as a model for other Alliance streetscapes.

Alliance Gateways and Major Arterials Map

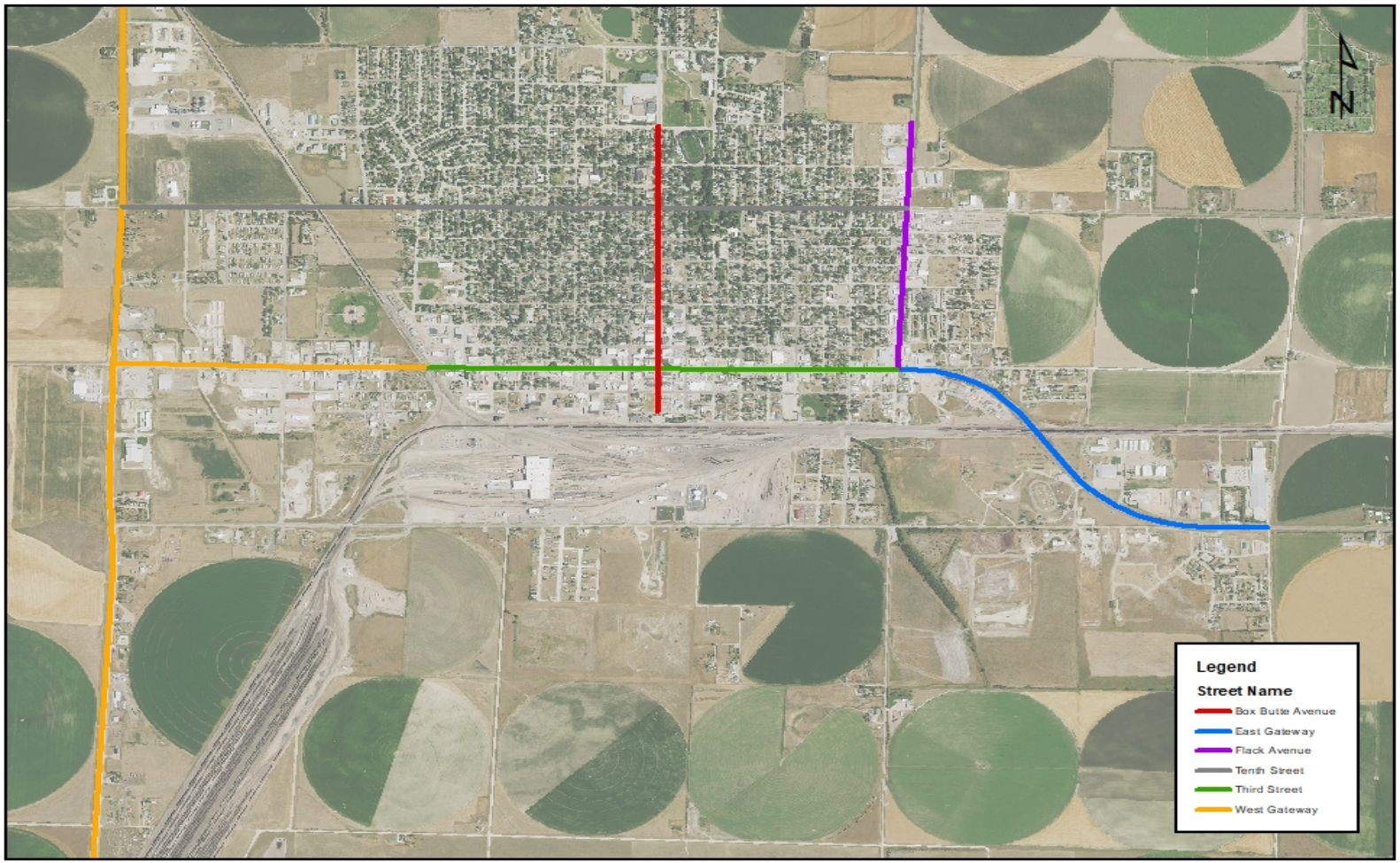


Fig. S21

Flack Avenue - 3rd to 12th Street

Street:
The condition of the 2 lane roadway is fair. The roadway lacks a center turn-lane but does allow for on-street parallel parking.

Sidewalk:
At this time, the presence of pedestrian sidewalks along the street is inconsistent. In some areas 4-foot sidewalks are provided, but the gaps in sidewalk installation prohibit use for all residents. The area lacks street furnishings and pedestrian lighting.

Streetscape:
The overall condition of the streetscape is poor. A sparse development pattern marked by vacant lots, parking lots that lack landscaping, and closed businesses disrupt continuity and contribute to a lack of identifiable street form. These elements reduce pedestrian activity and the stop and stay appeal of Alliance.

3rd Street - Flack Avenue to BNSF Underpass

Street:
The condition of the four lane roadway is very good. The roadway lacks a center turn-lane, but allows for on-street parallel parking. Traffic volumes are high on this prominent east-west corridor.

Sidewalk:
Both sides of the street are lined with 4-foot sidewalks, which are generally in fair condition. Because the corridor is predominantly designed for vehicles, there are little to no street furnishings, corner treatments.

Streetscape:
The overall condition of the streetscape is poor. The lack of street trees and the poor aesthetics signal that pedestrians are an afterthought on this thoroughfare.

Tenth Street – US Highway 385 to Flack

Street:
The roadway is generally in good condition except the western most 1200 feet which lacks curb and gutter and proper drainage. The roadway east of this is wide and allows for on street parallel parking.

Sidewalk:
The north side of the street has sidewalk from Buchfinck Avenue to Flack Avenue. The sidewalk along the south side is inconsistent and located primarily from Yellowstone to Flack Avenue. The same portion of West 10th Street that lacks curb and gutter also lacks sidewalks.

Streetscape:
The overall condition of the streetscape is good. The majority of the residences adjacent to the street keep their property well maintained but would improve with increased code enforcement and the paving of curb and gutter in areas where it is missing.

Collector Streets

A collector street may be thought of as the street that serves the neighborhood it is located in and has little through traffic.

Streetscape maintenance along collector streets is typically the responsibility of the adjacent property owner but is still subject to minimum standards and requirements found in the municipal code book.

Most of the streetscapes have either a curb strip of grass, rock, or some other landscaping between the sidewalk and road surface, or if there is a curb side walk, that strip is part of the adjacent property's front or side yard.

Both of these scenarios would benefit from minimum design guidelines and requirements to keep them uniform and maintained.

The overall condition of the streetscapes along collector streets in Alliance is good. This is dependant on location but the occasional poor or fair streetscape conditions could be remedied by increased enforcement of existing nuisance codes instead of adopting new ones.

Alliance Streetscape Condition Map

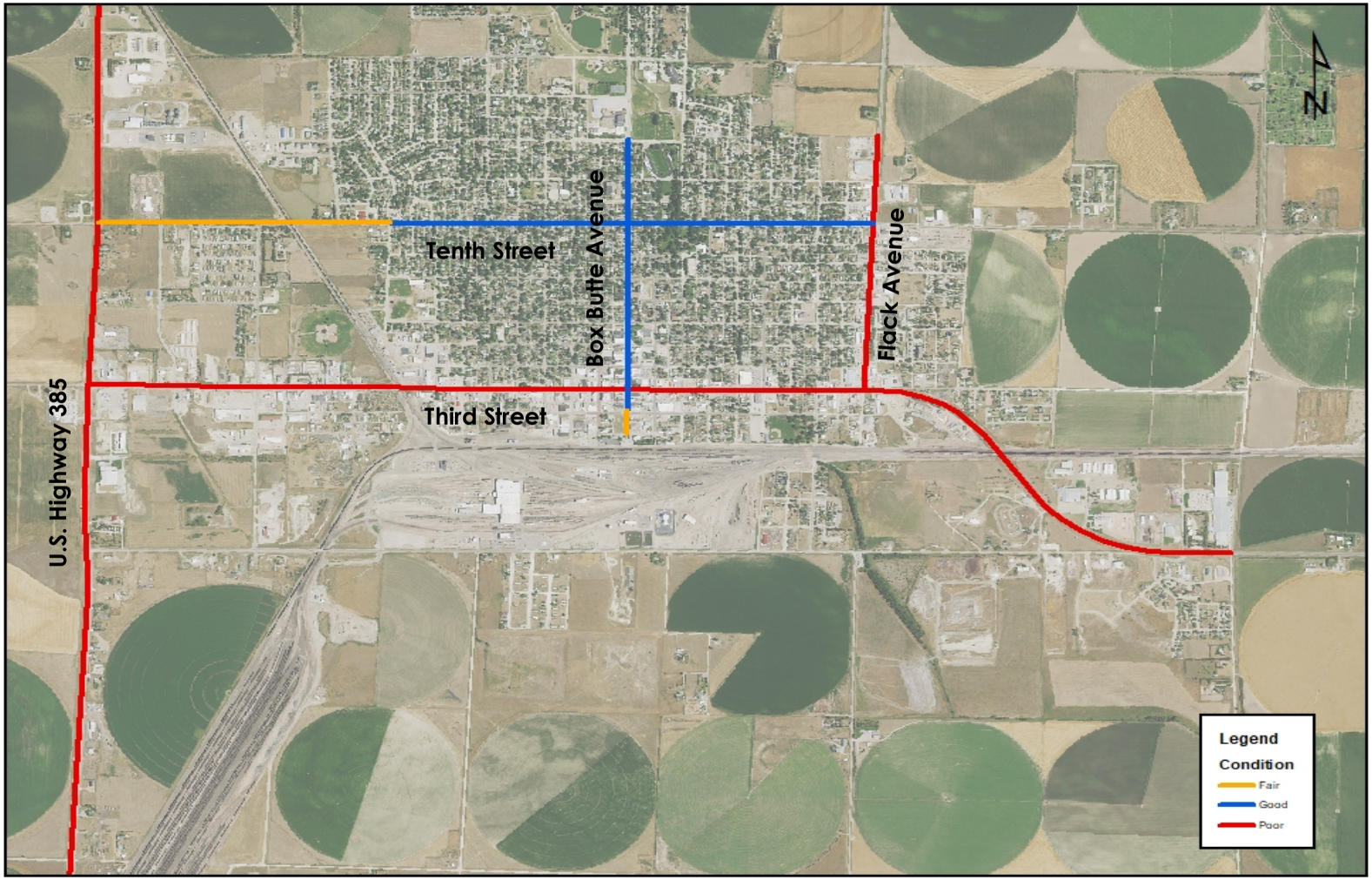


Fig. S22

Energy Assessment

Introduction
On April 12, 2010, the Nebraska State Legislature passed Legislative Bill 997 requiring the adoption of an "Energy Element" as part of any new or updated Community Comprehensive Plan. The Energy Element is a general assessment and speculative outlook of energy use in the State of Nebraska and the City of Alliance separated by sector.

Distribution Systems
The Alliance Municipal Electric System (AMES) is owned and operated by the City of Alliance. AMES maintains approximately 171 miles of rural electrical line, 59 miles of line within Alliance City limits, and four electric substations.

Electricity is delivered to the City by way of transmission lines owned and operated by the Western Area Power Administration (WAPA). The electricity is purchased by the City from the Municipal Energy Agency of Nebraska (MEAN) which is a division of the Nebraska Municipal Power Pool (NMPP).

NMPP Energy serves nearly 200 member communities in six Midwest and Rocky Mountain States through four organizations in the areas of wholesale electricity, wholesale and retail natural gas, and energy-related services.

The Nebraska Municipal Power Pool (NMPP) was created in 1975 when 19 municipal electric utilities pooled their resources to better handle escalating fuel prices while still serving their communities effectively and efficiently. The passage of legislation in 1981 allowed the formation of the Municipal Energy Agency of Nebraska (MEAN), a wholesale electric supply organization. NMPP then shifted its focus on providing more diverse energy related services.

At its inception, MEAN primarily relied upon member generation as part of its power supply and, with its growth, has steadily secured a diverse supply portfolio outside member generation. Today MEAN supplies wholesale electricity to more than 65 communities in Colorado, Iowa, Nebraska, and Wyoming.

Echoing the principles of local control and working together, four communities who owned their own natural gas systems and were seeking to secure a reliable, low-cost gas supply, formed the Nebraska Public Gas Agency in 1991. With the addition of NPGA under the NMPP umbrella, a new company trade name — NMPP Energy — was created to reflect the diversity of the organization. As NPGA expanded, the name was changed from "Nebraska" to "National" in 2002. Today, NPGA serves approximately 30 communities in eight states.

NMPP Energy jumped into the retail natural gas arena in 1998. A group of Nebraska communities that did not own their own gas systems saw an opportunity to take charge of their natural gas rates by asking NMPP to compete as a supplier in the Nebraska Choice Gas program. The Public Alliance for Community Energy (ACE) was created with the mission of supplying competitively priced natural gas, and at the same time, keeping revenues in the state to benefit member communities. Today, ACE supplies natural gas to more than 22,000 customers and includes 72 member communities and one public power district.

Kansas-Nebraska Energy brought natural gas service to Alliance in 1955 as part of their northward pipeline expansion being undertaken to increase their customer base. Today, the natural gas pipeline and distribution network are owned and maintained by Black Hills Energy. Although Black Hills Energy is the current owner of the distribution system, NMPP provides the Citizens of Alliance the ability to choose their natural gas service provider, creating competition and keeping prices low.

The entities that make up NMPP Energy serve separate needs to their member communities. Collectively, however, they subscribe to the core philosophies of local control and working together in providing reliable, low-cost energy, and energy-related services to member communities.

Consumption
The Nebraska Energy Office compiles statistics on energy consumption at the State level by sector. The most current statistics available are from 2019.

For the residential, commercial, and industrial sectors, a net total or net energy consumption (less electrical system energy losses) is provided to indicate the energy actually consumed by these sectors.

In addition, energy consumed in the generation, transmission, and distribution of electricity (electrical system energy losses) is allocated to each sector based on the electricity consumed by the sector. Thus, total energy consumption represents the energy consumed by the sector as well as that used to provide electricity to the sector.

Residential: Between 2010 and 2019, residential sector net energy use increased 1.06% to 91.2 trillion British thermal units (Btu), which was 6.2% below the peak of 97.2 trillion Btu recorded in 1972.

Total energy consumption attributed to the residential sector in 2019 was 169.2 trillion Btu, an increase of 1.04% from 2010. Petroleum use decreased 7.7% from 2010, renewable energy use increased 43.9%, electricity use increased 2%, natural gas use increased 10.6%, and coal consumption remained at a level low enough to round to zero.

In 2019, nearly half (48.9%) of the residential sector's energy needs were met by natural gas. Thirty eight point six percent (38.6%) of the energy consumed in the residential sector was electricity, 8.7% was petroleum products, and 4% was renewable energy. (Fig. S23)

According to the 2019 American Community Survey, 59% of Nebraska's households used natural gas for home heating, 31% used electricity, 7% used propane, 0.4% used heating oil, and 0.01% used coal. [1]

Commercial: The commercial sector consists of non-manufacturing business establishments. Included are hotels, motels, restaurants, wholesale businesses, retail stores, laundries, and other service enterprises; health, social, and educational institutions; and federal, state, and local governments, streetlights, pumps, bridges, and public services are also included.

Fuel used in motor vehicles for commercial purposes is included in the transportation figures. Examples of common uses of energy in the commercial sector include space heating, water heating, refrigeration, air conditioning, and cooking.

From 2010 to 2019, commercial sector net energy use increased 12.6% to 76.8 trillion British thermal units (Btu). Total energy use in the sector increased 5.1% to 148.3 trillion Btu. Petroleum use increased 133% although it comprises only 6.7% of the energy used by the commercial sector. Renewable energy use increased 9.4% and electricity use decreased 1% from 2010 while natural gas use increased 17.9%. Coal consumption was small enough to round to zero between 2010 and 2019.

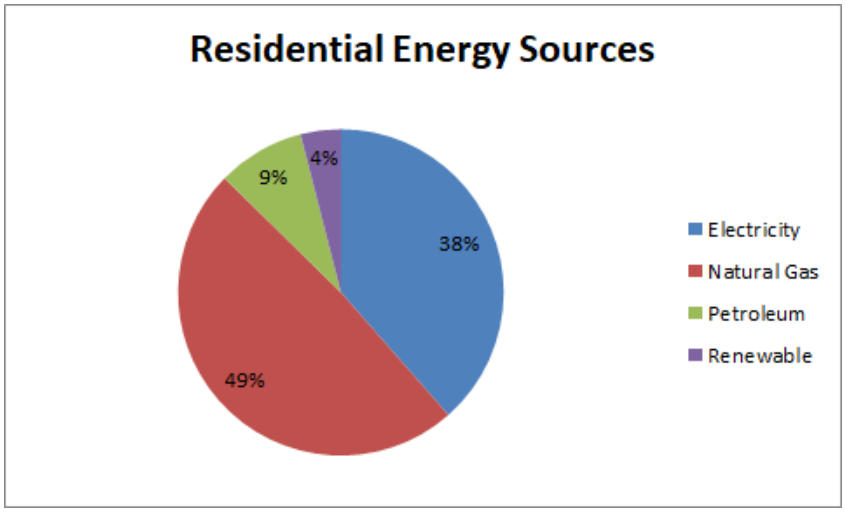


Fig. S23

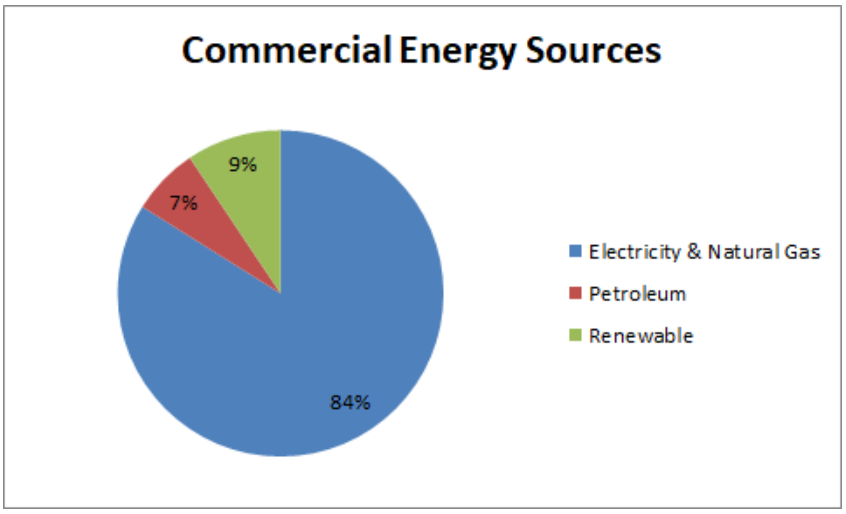


Fig. S24

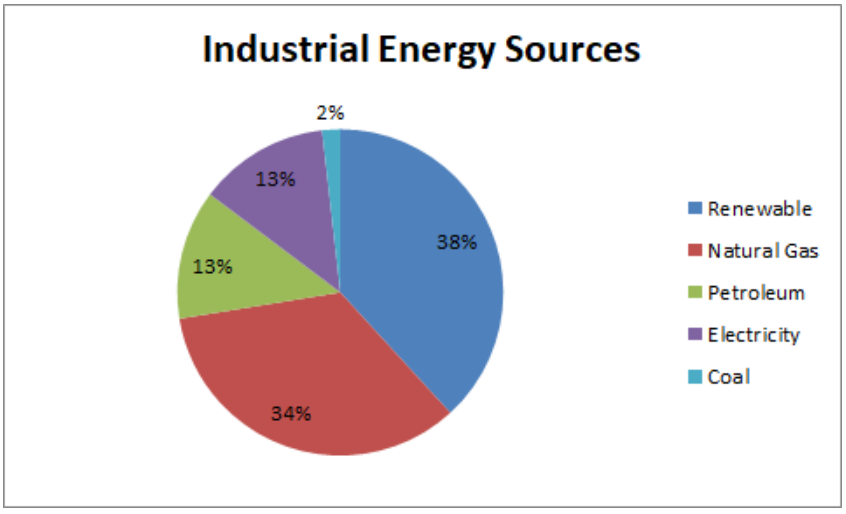


Fig. S25

In 2019, 91% of the commercial sector's energy needs were met by electricity and natural gas. Petroleum products made up 6.7% of the energy consumed in the commercial sector, and 1.7% was renewable energy. [2] (Fig. S24)

Industrial: The industrial sector consists of manufacturing, construction, mining, agriculture, and forestry organizations. Energy used by this sector to transport products to market is included in the transportation sector.

Between 2010 and 2019, industrial sector net energy use increased 8.4% to 295.78 trillion British thermal units (Btu). Total energy consumption attributed to the industrial sector in 2019 was 376.1 trillion Btu, an increase of 7.2% from 2010. Petroleum use decreased 1%. Coal use increased 37.5%, renewable energy use increased 6.4%, electricity use increased 4%, and natural gas use increased 11.8% from 2010. Renewable energy consumption was comprised of ethanol, solar, wood, and waste.

In 2019, the industrial sector energy needs were met by renewable energy at 36.3%, natural gas 32.5%, petroleum products 12.2%, and electricity 12.3%. One and seven tenths percent (1.7%) of the energy consumed in the industrial sector was coal. (Fig. S25)

The majority of the petroleum products consumed by the industrial sector were diesel fuel at 73.6%, asphalt and road oil 14.2%, propane 6.7%, and motor gasoline 8.2%; the rest of the products each comprised less than 3%. [3]

Renewables
In 2019, Nebraska consumed 952.87 trillion British thermal units (Btu) of primary energy, which included 199.3 trillion Btu from renewable energy sources. Renewable resources met 21% of Nebraska's energy consumption.

Nebraska consumed energy from these renewable resources in 2019:

- Biofuels (Ethanol, Biodiesel)
- Geothermal Energy
- Hydroelectric Power (Conventional)
- Photovoltaic and Solar Thermal Energy
- Wind Energy
- Wood and Waste

In 2019, biofuels provided the largest supply of renewable energy at 57%, followed by wind 32.2%, hydroelectric 6%, wood/waste 2.8%, and solar at .2% of total renewable supply. (Fig. S26)

City of Alliance Electricity Consumption
Electricity use in the City of Alliance declined between 2010 and 2019 from 113,945 Megawatt Hours (MWh) to 108,070 MWh. This is a decrease of 5,875 MWh or 5.2%.

Residential: Residential electricity use increased between 2010 and 2019 to 39,157 Megawatt Hours (MWh) from 37,048 MWh. This is an increase of 2,109 MWh or 5.7%.

Commercial: Commercial electricity use decreased between 2010 and 2019 from 48,316 MWh to 40,050 MWh. This is a decrease of 8,266 MWh or 17.1%.

The reduction in energy use is attributed primarily to the reduced frequency of farmers irrigating their crops. The heavier moisture during most of the summer months of the sample period combined with more water efficient crops being planted reduced the amount of electricity required to pump well water for crop irrigation.

The majority of the agricultural irrigation within the AMES rural system is dependent on wells for water; the electricity consumption rate is likely to change based on annual precipitation, crop planting, and irrigation water conservation efforts by the Upper Niobrara White Natural Resource District.

Industrial: Industrial electricity use remained relatively flat between 2010 and 2019 increasing slightly from 28,581 MWh to 28,863 MWh. This is an increase of only 282 MWh or less than 1%. (Fig. S27)

City of Alliance Electricity Supply

As a member of the Municipal Energy Agency of Nebraska, Alliance's electricity resources are diverse. Coal is currently the primary source of electricity at 38%, followed by hydro 23%, displaced hydro 11% (purchased from Southwest Power Pool), wind 12%, oil/ gas 11%, nuclear 4%, and landfill gas 1%. The generation plant located at Cody Substation is included in the oil/gas statistic and is primarily used for emergency generation only. (Fig. S28)

MEAN is working to reduce the amount of carbon resources necessary to meet its power supply needs including the addition of photovoltaic systems constructed throughout their member area. Their goal is to be carbon neutral by 2050.

City of Alliance Natural Gas Consumption

Black Hills Energy owns and maintains the supply pipeline and distribution network within the City of Alliance. As such, the City does not have direct access to natural gas use by sector. Black Hills Energy provided consumption information back to 2017 but could not provide the information for the entire 10-year period between 2010 and 2019.

Because Black Hills Energy pays the City a fixed percentage per Therm on an annual basis, we were able to calculate the total number of Therms used based off the fee paid to the City. The drawback to using this method is that consumption cannot be broken down by sector.

In 2010, total consumption of natural gas in the City was 3.6 million Therms. In 2019, usage was 4.5 million Therms. This is an increase of .9 Million Therms or 25%.

Natural gas use in the City fluctuated up and down within .2 million Therms of the 2010 value until 2017 when it began trending up and passed 4 million total Therms. This increase coincides with cheaper natural gas prices and the BNSF railroad converting their heat plant from coal to natural gas.

Energy Conservation Measures that benefit the community

A. Energy Codes – One of the most important measures in the conservation of energy is the adoption of an updated building code and energy code for new construction. Under §§81-1608 to 81-1616, the State of Nebraska has adopted the International Energy Conservation Code as the Nebraska Energy Code.

The State has enabled all cities to adopt and enforce the Nebraska Energy Code or an equivalent energy code along with their typical building codes.

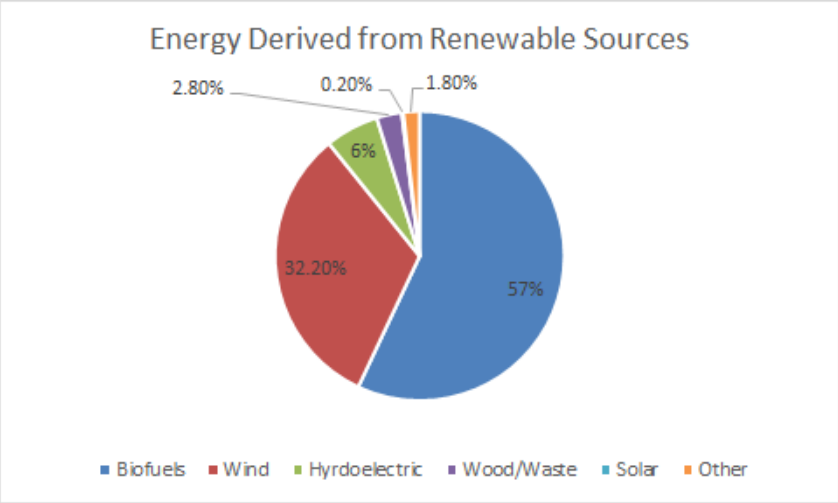


Fig. S26

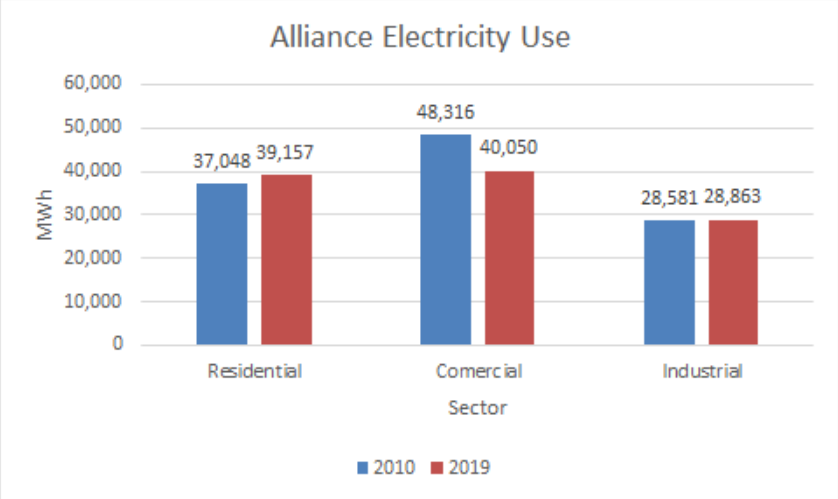


Fig. S27

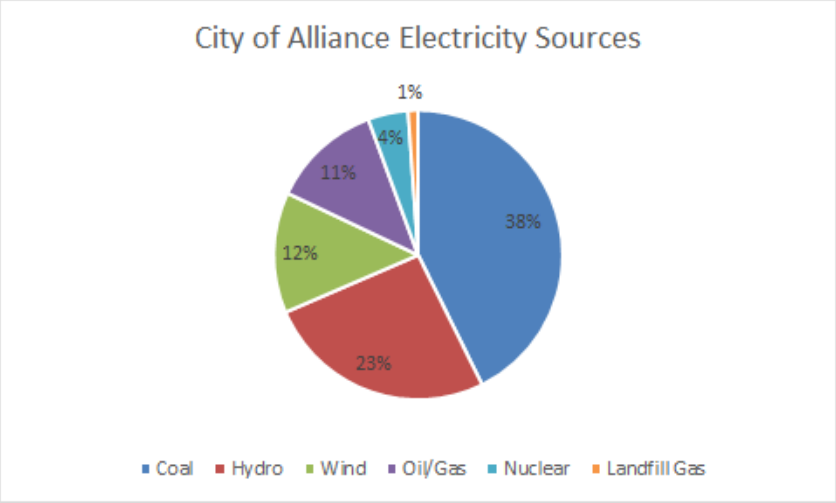


Fig. S28

The purpose of the Code, under §81-1608, is to ensure that newly built or additions to houses or buildings meet uniform energy efficiency standards. The statute finds:

"that there is a need to adopt the . . . International Energy Conservation Code in order:

(1) to ensure that a minimum energy efficiency standard is maintained throughout the state,
(2) to harmonize and clarify energy building code statutory references,
(3) to ensure compliance with the National Energy Policy Act of 1992,
(4) to increase energy savings for all Nebraska consumers, especially low-income Nebraskans,
(5) to reduce the cost of state programs that provide assistance to low-income Nebraskans,
(6) to reduce the amount of money expended to import energy,
(7) to reduce the growth of energy consumption,
(8) to lessen the need for new power plants, and
(9) to provide training for local code officials and residential and commercial builders who implement the International Energy Conservation Code."

The City of Alliance has adopted the 2018 Edition of the International Energy Conservation Code along with the 2018 Building and Construction Codes.

The Code was adopted in 2021 and applies to all new buildings as well as renovations or additions to any existing buildings.

B. Energy Efficiency – The most effective way to promote energy efficiency is to show consumers the long-term cost savings. The City of Alliance should supply Utility Customers with information regarding the long-term money saving benefits of energy efficiency.

The City should involve itself in conservation efforts with the distribution of information that helps customers identify energy wasting habits and the potential cost savings from implementing energy conservation measures. This information may be included pamphlets, brochures, social media postings, etc.

As the electric and water utility provider for the community, the City of Alliance can promote and demonstrate conservation practices directly to the consumer. By using less water and electricity, the City, its businesses, and residents can conserve energy, save money, and reduce excessive wear on our energy infrastructure.

C. "Energy Saving Tips" – The Nebraska Energy Office has provided ways to save money on energy bills for the home, farm, business, or vehicle. Options for energy savings are listed on the Office's web site at http://www.neo.ne.gov/tips/tips.htm.

The link should be available on the City of Alliance webpage at www.CityofAlliance.net. The City of Alliance, the residents, and businesses in the City are encouraged to take advantage of the conservation measures.

Energy Future

It is difficult to project future energy needs when a significant portion of consumption is dependent on crop irrigation, which in turn varies on moisture conditions. The other significant variable in predicting energy use is the heating and cooling needs caused by the frequency of extreme hot and cold weather conditions.

However, when looking at the overall direction of consumption between 2010 and 2019, discounting irrigation, use has steadily increased despite Alliance's declining population.

A U.S. Department of Energy study indicated that electricity use could increase by as much as 38% by 2050. Much of this increase is expected to come from the continued increase in the use of electronic devices and electric vehicles (EV's).

Unbeknownst to the public, many electronic devices use electricity when switched off or put in standby. These

"phantom loads" will increase as more consumer electronic devices are used and left plugged in.

The other substantial increase will be the transition to electric vehicles (EVs) from internal combustion gasoline and diesel engines.

Legacy vehicle manufacturers have begun reallocating research and development dollars from internal combustion engines to electric and hydrogen as a means of vehicular propulsion.

According to Forbes, each manufacturer has set different goals but they all predict a large shift away from the internal combustion engine in the 2030s. [7] This mirrors the anticipated increase in energy use as detailed in a Department of Energy study.

The study predicts that the largest period of growth of electricity use will happen between 2030 and 2040. It is expected to peak in 2035 and begin to trend down as the market begins to saturate with EV's. [6]

A study from the University of Texas indicated that consumption in Nebraska is predicted to increase by 23% during the wide spread adoption of EV's. The study used a 100% market share to calculate the increase; it did not take in to account lesser market capture by EV's. [8]

Sources:

1. https://neo.ne.gov/programs/stats/inf/09.html
2. https://neo.ne.gov/programs/stats/inf/12.html
3. https://neo.ne.gov/programs/stats/inf/15.html
4. https://neo.ne.gov/programs/stats/inf/92.html
5. https://mean.nmppenergy.org/about/power-supply-resources
6. https://www.energy.gov/sites/prod/files/2019/12/f69/GITT%20ISATT%20EVs%20at%20Scale%20Grid%20Summary%20Report%20FINAL%20Nov2019.pdf
8. https://theconversation.com/switching-to-electric-vehicles-could-save-the-us-billions-but-timing-is-everything-106227
7. https://www.forbes.com/wheels/news/automaker-ev-plans/

☑	Community Appearance Plan	Time Frame
	Ensure existing streetscape elements such as sidewalks, bike racks, curb and gutter, etc. are in good condition.	Ongoing
	Increase code enforcement to eliminate any junk, litter, abandoned cars, etc.	Ongoing
	Assess the consistency and connectivity and identify areas where additional sidewalk and streetscape elements may be appropriate.	5
	Adopt a gateway overlay zone along City entrances to eliminate land uses that are undesirable and provide for attractive development.	2

☑	Energy Plan	Time Frame
	Create an energy code information sheet to distribute to local builders and homeowners applying for building permits	3
	Provide links to energy saving tips on the City of Alliance Website	3
	Provide attachments to the energy building code and energy information sheet on the City of Alliance Website	3
	Distribute energy conservation information to City of Alliance Utility Customers detailing the benefits of energy efficient appliances	3
	Promote conservation practices amongst City employees and City projects to reduce the amount of energy used within the organization	Ongoing
	Keep the energy related code up to date by adopting new versions of the City Building Code.	Ongoing
	Ensure the zoning code has provisions for on-site renewable sources of energy	5
	Convert streetlights to LED	10
	Determine the anticipated future demand needs of the Alliance Municipal Electric System	10
	Perform upgrades to the system based off anticipated increases to ensure reliable electric service	20

Narrative
June 20, 2023

Alliance Nebraska

ORDINANCE – MUNICIPAL CODE AMENDMENTS

There are several code amendments proposed as part of the new Comprehensive Plan. Additional amendments have been proposed by staff for clarification purposes and to bring the code into compliance with laws that other governmental entities have changed or passed. The code change summaries in the narrative are separated by chapter and generalized to provide a brief overview of the changes. Specific changes are highlighted in the draft code given to Council for review.

Chapter 101 – The amendments is this chapter add a section stating the purpose of Part II of the Municipal Code, code amendment procedures, and additional definitions primarily as a result of amendments to the health care and flood plain sections of the zoning code. The health care and flood plain amendments are required as numerous changes to the healthcare and floodplain laws at the State and Federal levels have occurred since our code was drafted.

Chapter 105 – The proposed amendments to this chapter allow for the collection of a drawing review fee for projects valued at $100,000 or more and allow for commercial business owners to perform nonstructural, non-specialized work on their own buildings. In the circumstance where a large project doesn't get constructed but the drawing review was completed, the City would keep a review fee of 10% of the total cost of the permit and refund the rest. If the project is constructed, the 10% review fee would go towards the cost of the permit. The building code already allows this for all projects but staff believes it's only necessary for larger projects where the investment in staffs time and resources is more significant and thus more of a loss.

Chapter 107 – The amendments to the subdivision chapter are the removal of the requirement of drawing building or setback lines on plats; the vacation of plats if replatted more than two times; and additional requirements for administrative subdivisions. Setbacks and building lines change with zoning. If the zoning changes after the plat is approved, the setbacks and building lines shown on the plat may become incorrect. The code adds the requirement of plat vacation if being replatted more than two times. Every replat has to reference the previous plat and after several replats, the legal description becomes long, confusing, and can cause legal and title issues if something is missed. The proposed code would allow for rural administrative subdivisions and the requirement for Public Improvement Deferments in certain cases where not all improvements are installed.

Chapter 109 – This chapter is the zoning and land use chapter. The proposed amendments primarily increase the density of residential developments by allowing townhouses, accessory dwelling units, shorter rear setbacks if the lot is adjacent to an alley, and setback reductions if structures on the same lot are fire rated as required by the adopted fire code. It also makes the same changes to the health care land uses that necessitated the definition changes in Chapter 101.

Chapter 111 – The amendments to this chapter are the requirements for accessory dwelling units permitted by Chapter 109. There are also some procedural changes and clarifications requested by staff to help clear up enforcement issues in the code pertaining to fences, parking, and exceptions to setbacks.

Chapter 113 – This chapter is also known as the floodplain ordinance. The amendments proposed are not necessarily required by the Comprehensive Plan but are required by the State and Federal governments to meet their minimum guidelines for the National Flood Insurance Program. The proposed code was sent to the Nebraska Department of Natural Resources and FEMA, and has been approved at both levels.

Narrative
June 20, 2023

The City of Alliance Planning Commission met at their regular meeting on April 11, 2023, and held a Public Hearing for the proposed code amendments. The Planning Commission then voted to recommend the City Council approve the code amendments, after making the following findings of fact:

1. The amendments are consistent with the goals of the proposed Comprehensive Plan.
2. The amendments are needed to clarify the changes in healthcare and flood plain administration laws over the past 40 years.
3. The City participating in the National Flood Insurance Program is beneficial for the City of Alliance and thus the amendments to Chapter 113 are necessary.

STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE AMENDING PART II OF THE ALLIANCE MUNICIPAL CODE, TITLED LAND DEVELOPMENT AND PLANNING.

Ordinance No. 2957

AN ORDINANCE ADOPTING SECTION 101-2 OF THE ALLIANCE MUNICIPAL CODE, RENUMBERING SECTIONS OF THE ALLIANCE MUNICIPAL CODE ACCORDINLY; AMENDING PORTIONS OF CHAPTER 101 OF THE ALLIANCE MUNICIPAL CODE, AS RENUMBERED; 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: Section 101-2. Purpose of the City Code is adopted as follows:

"Sec. 101-2. Purpose.

The purpose of Part II of the City of Alliance Municipal Code is to promote the health, safety, morals, and general welfare of the community by regulating the height, number of stories, and size of buildings; regulating and restricting lot coverage, the size of yards, courts, and other open spaces, and density; regulating the location, and use of buildings, structures, lots, and tracts of land for industry, residence, or other purposes; dividing the area into zoning districts; any other purposes stated within each Chapter of this code; and provide for the enforcement thereof."

SECTION 2: Sections 101-2, 101-3, 101-4, 101-5, and 101-6 of the City Code are renumbered as Section 101-3, 101-4, 101-5, 101-6, and 101-7, respectively.

SECTION 3. Section 101-5. Amendments to Part II of the Alliance Municipal Code, as renumbered in Section 2 of this Ordinance above, is amended as follows:

"Sec. 101-5. Amendments to Part II of the Alliance Municipal Code.

(a) *Planning commission.* Recommendations for revision or amendment of any portion of Part II of the Alliance Municipal Code, including the zoning ordinance and district map, may be initiated by the planning commission upon its own motion, for final determination by the city council, but only after proper notices and public hearings required by state law are held by each body.

(b) *City council.* The city council may revise or amend any portion of Part II of the Alliance Municipal Code, including the zoning ordinance and district map, upon its own action, provided such proposed revisions or amendments shall first be submitted to the planning commission for recommendation and report as required by State law, and only after

proper notices and public hearings required by state law are held by each body.

(c) *Public.* Requests for an amendment, revision, or change of any of the rules, regulations, or provisions of the text of Part II of the Alliance Municipal Code, including the zoning ordinance, may be made by any interested person by written letter, duly filed with the City Manager or designee no less than 15 working days before the next regular meeting of the Planning Commission. The applicant's letter shall detail the proposed code amendment, revision, or change along with reasoning. Amendments to chapters 109 and 111 shall be done according to the procedures set out in chapter 109.

(d) *Notification.* For proposed code amendments to Part II, public hearings shall be held by the planning commission and city council. The notice of public hearing shall be published in one issue of a newspaper of general circulation within the city not less than ten days prior to the date of said hearing.

(e) *Meeting.* Upon the hearing of such proposed code amendment, the planning commission shall make a recommendation to the city council. The city council shall hold a public hearing and act on the proposed amendment after taking the planning commission's recommendation into consideration."

SECTION 4: Sections 101-8 to section 101-20 of the City Code are reserved.

SECTION 5: Section 101-62. A. of the City Code is amended as follows:

"Sec. 101-62. – A.

Accessory building means a subordinate building having a use customarily incidental to and located on the lot occupied by the principal building, or having a use customarily incident to the principal use or conditional use of the property. A building housing an accessory use is considered an integral part of the principal building when it has any part of a wall in common or is under an extension of the main roof, and designed as an integral part of the principal building.

Accessory structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure.

Accessory use means the use of a building or land which is customarily incidental to, and located on the same lot, parcel, or tract as the principal use or conditional use.

Activity means the performance of a function or operation which constitutes a use of the land.

Adult theater or adult bookstore means any establishment in which the preponderance of the material offered for viewing, sale, lease, or display emphasizes matters depicting, describing or relating to the following:

(1) Act of masturbation, sexual intercourse or penetration, or sodomy;
(2) Fondling or other erotic touching of human genitals, pubic regions, buttocks, or female breasts;
(3) Purely prurient interests;
(4) Less than completely or opaquely covered human genitals, pubic regions, buttocks, female breasts below a point above the top of the areola;
(5) Human genitals in a discernably turgid state, even if covered completely or opaquely;
(6) Human genitals in a state of stimulation or arousal.

Advertising structure means any structure which supports or is capable of supporting any sign or advertising message as identified in this Code, and may be a single pole or composed of parts joined together in some definite manner.

Agriculture means the employment of the land for the purpose of obtaining a profit in money by the raising, harvesting, and selling of crops and by the grazing, feeding, breeding, management, and sale of livestock, poultry, fur-bearing animals, or honey bees, and by dairying and the sale of dairy products.

Agricultural structure for floodplain management purposes shall mean a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

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

Alteration means any addition, removal, extension, or change in the location of any exterior wall of a principal building or accessory building.

Animal Unit is a term used to describe the relationship of various animals that are being held or fed. The following multipliers are used in determining animal units:

Category	Animal Units
Slaughter steers and heifers	1.0
Cow & calf	1.3
Dairy cattle	1.4
Horse	0.75
Swine	0.4
Sheep	0.4
All fowl	0.05

Apartment means a room or a suite of rooms arranged, intended, or designed for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

Apartment hotel means a building designed for or containing both apartments and individual, furnished guestrooms or rental units utilizing similar booking processes as hotels/motels, under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Apartment house means a building housing more than two apartments, arranged, intended, or designed for the residence of more than two families.

Area of shallow flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Areas of special flood hazard means the land within a community subject to a one percent or greater chance of flooding in any given year. This land is identified as zone A on the official flood map.

Attention attracting device means a sign or device that flashes, blinks, revolves, rotates, swings, undulates, or otherwise attracts or is designed to attract attention through electronic changes but does not include time and temperature or electronic word message signs.

Automobile means a usually four wheeled automotive vehicle designed for passenger transportation, excluding busses and trucks.

Awning means a structure made of cloth, metal, or other material affixed to a building in such a manner that the structure may be raised or retracted to a position against the building."

SECTION 6: Section 101-63. B. of the City Code is amended as follows:

"Sec. 101-63. – B.

Backage road means a road typically running parallel to a highway or expressway that provides access to property adjacent to said highway or expressway from the rear of the property; may also be referred to as a reverse frontage road.

Banner means a sign intended to be hung either with or without a frame, possessing characters, letters, illustrations or ornamentations applied to paper, plastic, or fabric of any kind; this does not include flags, emblems, or insignia displayed for noncommercial purposes.

Barber shop means a structure, area, or shop where a barber, as licensed by the Nebraska Board of Barber Examiners, for compensation, cuts and dresses hair, shaves and trims beards, and performs related services allowed to be performed by persons licensed under the Nebraska Board of Barber Examiners.

Barn means an agricultural building used for the storage of farm products or feed, and the housing of farm animals and equipment.

Barrel means a unit of liquid measurement as that term is contemplated and used for licensing purposes under the Nebraska Liquor Control Act, R.R.S. § 53-101 et seq., as amended from time to time.

Base flood means the flood having one percent chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation to which floodwaters are expected to rise during the base flood.

Basement means the story below the first story if the finished floor level directly above is not more than six feet above the average adjoining elevation of the finished grade, such space shall be counted as a story for height regulations if subdivided and used for dwelling purposes other than by a custodian employed on the premises.

Bed and breakfast means sleeping accommodations rented on a short term basis, where a morning meal is provided, in a building typically used as a one family dwelling.

Bicycle pathway means that portion of a paved right-of-way, whether within a public street or an exclusive travelway, which has been designed in a prescribed manner for exclusive bicycle use.

Block means a piece or parcel of land entirely surrounded by public highways, streets, streams, railroad rights-of-way, or parks, or a combination thereof, but not alleys. In cases where the platting is incomplete or disconnected, the city manager or designee shall determine the outline of the block.

Boardinghouse means a building other than a hotel, occupied as a single-housekeeping unit, where lodging and/or meals are provided for five or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

Brewery means any industrial facility that manufactures beer in quantities greater than 20,000 barrels annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises.

Building means an enclosed structure, anchored in a permanent manner, and having exterior or party walls and a roof, designed for the shelter of persons, animals, chattels, or property. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building except that two buildings connected by a breezeway shall be deemed one building.

Building line means the horizontal line as measured from any lot line at which a building must be or has been constructed.

Business Improvement District Act of 1979 means the applicable statute governing first class cities and is hereby adopted by reference.

Business office means any office of a recognized profession, such as doctors, lawyers, architects, engineers, real estate brokers, insurance agents, and others, who, through training and licensure, are qualified to perform services of a professional nature, and other offices used primarily for accounting, corresponding, research, editing and other administrative functions of a profit-making or nonprofit organization, but not including banks or other financial institutions.

Business services means establishments engaged in providing services to business offices on a fee or contract basis, including, but not limited to catering services and related food preparation: advertising and public relations; management and consulting services; employment services (including temporary agencies); building security and maintenance services; equipment servicing, rental/leasing and sales; computer and data processing services; communications equipment and services; mailing, photocopying, quick printing and fax services; sale of office supplies; and similar business services, but not including rental, sales or repair of vehicles or heavy equipment.

Butcher shop means a place where livestock (including poultry) are killed and butchered on site and the meat is cured, smoked, packed, or otherwise prepared on site for sale, and some or part of the meat is sold on site at retail; provided, however, that all such operations (including slaughter) shall be performed entirely indoors, live animal delivery shall take place only one day a week, all waste material including manure and renderings shall be cleared within two days of killing, such shop shall not hold live animals for more than 24 hours

after delivery, and such shop shall be limited to killing a maximum number of 30 animal units per week (see meat market)."

SECTION 7: Section 101-65. D. of the City Code is amended as follows:

"Sec. 101-65. – D.

Day care center means a facility located within a building, or part of a building that is not used as a dwelling unit, for the care, on a regular basis, during part of a 24-hour day, of children under the age of 16, handicapped, or elderly persons.

Developer means the owner of land proposed to be subdivided or their representatives. Consent shall be required from the legal owner of the premises.

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Distillery means any industrial facility that manufactures spirits in quantities greater than 10,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises.

Drainway; see "watercourse."

Drive-in establishment means any restaurant, financial institution, or product vending enterprise where the patron does not enter and remain within a building during the transaction of business. Food vending establishments where the food is not normally consumed within a building, or where facilities are provided for eating outside a building, shall be included in this definition.

Driveway vision triangle means the triangle formed at the intersection of a private driveway and sidewalk or city right-of-way if there is no sidewalk. It is created by measuring ten feet from the before mentioned intersection along the interior side of the sidewalk or the right-of-way and along the private property side edge of the driveway, and connecting the hypotenuse between these two points.

Dwelling means a building or portion thereof, designed exclusively for permanent residential occupancy, including one-family dwellings, two-family dwellings, multiple dwellings, boarding houses, and manufactured houses, but not hotels, motels, mobile homes, house trailers, or recreational vehicles.

Dwelling, accessory means an attached or detached structure located on the same lot as the principal dwelling unit and used as a one-family dwelling.

Dwelling, multiple family means a building or portion thereof, arranged, intended or designed for occupancy by three or more families, including apartment houses, row houses, townhouses, and apartment hotels.

Dwelling, one-family means a detached building, arranged, intended or designed for occupancy by one family.

Dwelling, two-family means a building arranged, intended, or designed for occupancy by two families."

SECTION 8: Section 101-67. F. of the City Code is amended as follows:

"Sec. 101-67. – F.

Facility means a structure, building, open area, or other physical contrivance or object.

Family applied to the following districts:

(1) Any R-1 zoned area: One or more persons related by blood, adoption, or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together and occupying a single housekeeping unit with single kitchen facilities, or a number of persons but not exceeding two who are not related by blood, adoption or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities.

(2) All zoned areas except R-1, means as follows: One or more persons who are related by blood, adoption, or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit cost-sharing basis.

Farm/ranch means an area of land containing at least ten contiguous acres which is used for agriculture.

Feed lot means a lot, yard, corral, building or other area in which livestock are confined, primarily for the purposes of feeding and growth prior to slaughter or the sale of products derived from such animals; not including areas which are

used for the raising of crops or other vegetation, and upon which livestock are allowed to graze.

Fence means any vertical structure, other than a building or plant material which is for the purpose of obstructing visual observation, or for the purpose of obstructing pedestrian, automotive, or animal movement, or for the purpose of beautification, and which is attached to the ground or to a building, but excluding retaining walls.

Fence; closed means fences constructed in any manner other than an open fence.

Fence; open means split rail or one by four inch board with a maximum of three horizontal rails or boards with no vertical boards except supporting posts, or open metal fencing. Privacy slats or any other fencing equipment that may hinder vision shall be considered a closed fence.

Fence vision triangle means the triangle on a corner lot at the intersection of two streets or avenues. It is created by measuring 25 feet from the intersection along each property line and drawing the hypotenuse between these two points.

Filling station means a facility that sells automobile fuel including, but not limited to, gasoline, diesel, propane, and compressed natural gas. It shall also include charging stations and may be accompanied by convenience food stores.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood fringe means that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood insurance rate map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this code.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to

discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor area means the total of the horizontal area of all floors including basements and cellars, below the roof and within the surfaces of the main walls of principal buildings or accessory buildings or the centerlines of party walls separating such buildings or portions thereof, or within lines drawn parallel to and two feet within the roofline of any building or portion thereof without walls.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Frontage means that side of a lot abutting on a street and ordinarily regarded as the front of the lot, but it shall not be considered as the ordinary side of a corner lot.

Frontage street means any street which is parallel to and adjacent to major streets or highways and provides access to the abutting properties and protection from through traffic.

SECTION 9: Section 101-68. G. of the City Code is amended as follows:

Sec. 101-68. – G.

Garage, commercial means a building or portion thereof, designed or used for storage, sale, or hiring of motor vehicles for commercial purposes.

Garage, community means a building or portion thereof, used in lieu of private garages within a block or portion of a block.

Garage, private means a detached building or a portion of a building, having more than two walls, which is used primarily for the storage of private or pleasure-type motor vehicles by the tenants of the building or buildings on the premises, where no commercial repair work is allowed, no fuel is dispensed, or no loud or odiferous nuisances occur which may disturb neighbor's peaceful enjoyment or other activities which are not otherwise allowed in a residential zoned neighborhood.

Garage, repair means a building or portion thereof, designed or used for the care or repair of vehicles, which is operated for commercial purposes.

Garage, storage means a building or portion thereof, except those defined as private, repair, or community garages providing storage for more than four motor vehicles.

Grade means the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the building and the lot line, or when the lot line is more than five feet from the building, between the building and a line five feet from the building.

Greenhouse means a building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants and vegetation for subsequent sale or for other personal enjoyment. See "nursery."

Gross floor area/GFA means the sum of the horizontal areas of all floors of a principal building or buildings on the same lot, measured between exterior faces of walls.

Gross surface area means the total surface area of a sign visible from the public way or area from which the sign is to be viewed and shall include only one sign face when the display faces are perpendicular to the roadway or are designed to be visible from only one side at a time.

Ground-mount solar collector means a solar energy system that is directly installed on specialized solar racking system, which are attached to an anchor in the ground and wired to connect to an adjacent home or building. Ground mount systems may be applicable when insufficient space, structural, and shading issues, or other restrictions prohibit rooftop solar.

Group home means:

(1) A facility or home for the developmentally disabled where shelter, food, care, advice, counseling, diagnosis, treatment, or related services are provided for a period of more than twenty-four consecutive hours to four or more persons residing at such facility who have developmental disabilities; or,

(2) A residence, including an office space for shelter employees, providing food, shelter, medical care, legal assistance, personal guidance and other services to persons who have been victims of domestic violence, including any children of such victims, who temporarily require shelter and assistance in order to protect their physical or psychological welfare and do not require hospital or skilled nursing facility care."

SECTION 10: Section 101-69. H. of the City Code is amended as follows:

"Sec. 101-69. – H.

Hair salon means a structure, area, or shop where people have their hair cut or styled for compensation by a person licensed by the Nebraska Board of Cosmetology.

Hazardous material means any item or agent not used for ordinary purposes (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors, including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; this definition also includes chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-reactive or water-reactive; and chemicals which in the course of normal handling, use, or storage may

produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics.

Health care practitioner facility means the residence, office, or clinic of a practitioner or group of practitioners credentialed under the Uniform Credentialing Act, or any distinct part of such residence, office, or clinic; including eye and dental clinics.

Health clinic means a facility where advice, counseling, diagnosis, treatment, surgery, care, or services relating to the preservation or maintenance of health are provided on an outpatient basis for a period of less than twenty-four consecutive hours to persons not residing or confined at such facility. Health clinic includes, but is not limited to, an ambulatory surgical center or a public health clinic; however, health clinic does not include (a) a health care practitioner facility (i) unless such facility is an ambulatory surgical center, (ii) unless ten or more abortions, as defined in subdivision (1) of Nebraska State Statute 28-326, are performed during any one calendar week at such facility, or (iii) unless hemodialysis or labor and delivery services are provided at such facility, (b) a facility which provides only routine health screenings, health education, or immunizations, or (c) a PACE center.

Height of building or structure means the vertical distance measured from the highest of the following three levels:

(1) From the street curb level if the structure sets on the street line to the highest ridge row.
(2) From the established or mean street grade in case the curb has not been constructed to the highest ridge row if the structure sets on the street line.
(3) From the average finished ground level adjoining the building if it sets back from the street line; to the level of the highest point of the roof beams of flat roofs or roofs inclining not more than one-inch to the foot, or to the highest ridge row for other roofs.

Height of yard or court means the vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or

(b) Directly by the Secretary of the Interior in states without approved programs.

Home occupation means any occupation, activity, or accessory use of a nonresidential nature conducted in a dwelling in accordance with chapter 111, division 4 of the Alliance Municipal Code.

Hospital means a facility where diagnosis, treatment, medical care, obstetrical care, nursing care, or related services are provided on an outpatient basis or on an inpatient basis for a period of more than twenty-four consecutive hours to persons who have an illness, injury, or deformity or to aged or infirm persons requiring or receiving convalescent care; including a facility or part of a facility which provides space for a general acute hospital, a rehabilitation hospital, a long-term care hospital, a critical access hospital, or a psychiatric or mental hospital. Hospital does not include a health care practitioner facility in which persons do not receive care or treatment for a period of more than twenty-four consecutive hours.

Hotel/motel means a building or group of buildings containing one or more sleeping rooms to be rented on a short term basis, primarily to the motoring public, together with parking area, recreation space, vending machines, restaurants, clubs, or other related accessory uses including meeting rooms and banquet facilities."

SECTION 11: Section 101-74. M. of the City Code is amended as follows:

"Sec. 101-74. – M.

Mansard means a roof projection that has an angle of more than 45 degrees and is supported by the building wall.

Manufactured home means a structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or forty body feet or more in length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure, except that manufactured home includes any structure that meets all of the requirements of this subdivision other than the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States Secretary of Housing and Urban

Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, as such act existed on September 1, 2001, 42 U.S.C. 5401 et seq.

Manufactured Home Park means a parcel (or contiguous parcels) of land divided into ten or more manufactured home lots for rent.

Manufactured home site means a plot of ground within a mobile home park designed for the accommodation of one mobile home, complete with a pad, all utility hookups, and sufficient off-street parking.

Manufacturing means the mechanical or chemical transformation of materials or substances into new products, whether finished or semi-finished, including the assembling of component parts, the creation of products, the blending of materials, usually for the wholesale market, rather than retail sale.

Marquee means a permanent roof-like structure extending from the wall of a building but not actually a part of the building itself and is generally projecting on a horizontal plane.

Meat market means a retail shop where meat is sold by a butcher or meat cutter, but where no slaughtering or killing takes place (see butcher shop).

Mental health substance use treatment center means a facility where shelter, food, counseling, supervision, diagnosis, treatment, care, rehabilitation, assessment, or related services professionally directed are provided for a period of more than twenty-four consecutive hours to persons residing at such facility who have a mental illness or substance use disorder or both, with the intention of reducing or ameliorating the disorder or disorders or the effects of the disorder or disorders.

Microbrewery means any industrial facility that manufactures beer in quantities up to 20,000 barrels annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the accessory use of a microbrewery include growing or harvesting barley or other grain on premises.

Microdistillery means any industrial facility that manufactures spirits in quantities up to 10,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the use or accessory use of a microdistillery include growing or harvesting grains, vegetables, or other mash product on premises.

Microwinery means any industrial facility that manufactures wine in quantities up to 30,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the use or accessory use in a microwinery include growing or harvesting grapes, fruits, or vegetables.

Mobile home; see manufactured home.

Modular home means any dwelling whose construction consists entirely of or the major portions of its construction consist of a unit or units, containing facilities for no more than one family, not fabricated on the final site for the dwelling unit, which units are movable or portable until placed on a permanent foundation and connected to utilities and contains a seal issued by the department

of health and human services regulation and licensure prior to May 1, 1998, or by the public service commission on or after May 1, 1998, to be displayed on the modular housing unit as determined by the commission to evidence compliance with State standards.

Municipal building means any building or facility used by the city including, but not limited to, utility facilities, well houses, treatment plants, water towers, warehouses, storage buildings, storage garages, offices, treatment plants, auditoriums, and substations. In the name of promoting neighborhood congruity, city staff and council should use their best judgment to make any and all municipal buildings match the general character of the neighborhood in which it is being constructed."

SECTION 12: Section 101-75. N. of the City Code is amended as follows:

"Sec. 101-75. – N.

Net floor area/NFA means the total floor area of a building that is designed for tenant occupancy or that is accessible to customers, clients of the general public, excluding storage areas, equipment rooms, food preparation areas and common areas such as halls, corridors, stairwells, elevator shafts, restrooms, interior vehicular parking and loading areas, and similar common areas, expressed in square feet and measured from the centerline of joint partitions and exteriors of outside walls.

New construction or newly constructed means any structure for which the "start of construction" commenced on or after the effective date of the passage of any regulation in part II of the Alliance Municipal Code and includes any subsequent improvements to such structures.

Nonconforming use, building, or yard means a use, building, or yard, which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated.

Nursery means land or greenhouses used to raise flowers, shrubs, and plants for sale. See "greenhouse."

Nursing home means any structure used or occupied by persons recovering from illness or injury, or suffering from infirmities of old age."

SECTION 13: Section 101-76. O. of the City Code is amended as follows:

"Sec. 101-76. – O.

Obstruction in relationship to floodplain management means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not

obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (Nebraska Revised Statutes 46-1601 to 46-1670 as amended).

Off-site means any premises not located within the area of the property to be subdivided, whether or not in the same ownership of the applicant for subdivision approval.

Office building means a building designed for or used as the offices of professional, commercial, industrial, religious, institutional, public or semi-public persons or organizations, provided no goods, wares or merchandise shall be prepared or sold on any premises except that a portion of an office building may be occupied and used as a drug store, barbershop, cosmetologist shop, cigar stand, or newsstand, when such uses are located entirely within the building with no entrance from the street.

O*ne hundred year flood* means the condition of flooding having a one percent chance of annual occurrence.

Overlay district means a zoning district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Owner means any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations."

SECTION 14: Section 101-77. P of the City Code is amended as follows:

"Sec. 101-77. – P.

Parking lot means an area consisting of two or more off street parking spaces, including driveways and maneuvering space, with access to a street or alley and permitting ingress and egress for a vehicle.

Parking lot improvements means any upgrades, alterations, additions, or reconstruction made to an off-street parking lot, or private drives leading thereto, including hard surface paving of existing rock or gravel lots, drainage, curbing, digging, compacting, installation of additional parking spaces, lighting, or landscaping.

Parking lot maintenance means the upkeep of any off-street parking lot including scraping, repacking, bringing in more gravel or rock, chip sealing, and landscaping. The term "parking lot maintenance" may also include mill and overlaying, sealing, painting, or sweeping of hard surfaced lots.

Parking space, off-street means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

Patio means a facility the floor of which is typically constructed out of concrete or paving stones and is located at ground level.

Pavilion means a detached structure such as a gazebo or pergola.

Pedestrian way means a right-of-way, dedicated or otherwise assigned to public use, which cuts across a block to facilitate pedestrian access to adjacent streets and properties.

Permitted use means a principal use of a property allowed by right.

Person means any individual, firm, partnership, association, corporation, company or organization of any kind.

Place means an open, unoccupied space, other than a street or alley, permanently established or dedicated as the principal means of access to property abutting thereon.

Planned unit development (PUD) means a lot, block, or combination of each, controlled by one or more owners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or other uses, or any combination of the foregoing. The plan may propose the unique development, rehabilitation, or redevelopment of an existing area or tract not adequately recognized by the terms of other zoning regulations. The plan shall not have a substantially adverse effect upon the character of the area or upon adjacent property or values in the area.

Planning commission means the city planning commission.

Plat; final means a complete and exact subdivision drawing, prepared for official recording as required by statute, to define property and lot boundaries, easements, streets, and other improvements, and including the dedication of property for public use where required.

Plat; preliminary means a plan, drawn to scale, indicating prominent existing features of a tract and its surroundings and the general street and lot layout of the proposed subdivision and its relationship to the surrounding area.

Pole-mount solar system means a solar energy system that is directly installed on specialized solar racking systems, which are attached to poles anchored and firmly affixed to a concrete foundation system in the ground, and wired underground to an attachment point at the buildings meter. Ground mount and pole mount differ in that pole mounted systems are elevated from the ground.

Porch; enclosed means a roofed area enclosed by windows, attached to or part of and with direct access to or from a building. A porch is a room if the enclosed space is heated or air conditioned, and/or the percentage of window to wall area is less than 50 percent.

Porch; open means an unroofed, unenclosed area attached to or part of and with direct access to or from a building.

Porch; unenclosed means a roofed open area, attached to or part of and with direct access to or from a building, which may be screened.

Post-FIRM structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated July 16, 1987, whichever is later.

Pre-FIRM structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated July 16, 1987, whichever is later.

Primary school means a private institution or an accredited public institution, having regular sessions and offering primary instruction customarily between grades Kindergarten through 5.

Principal building means a main building or other facility which is designed for or occupied by a principal use.

Principal use means the primary or predominant use to which a property is devoted and to which all other uses are an accessory use.

Principally above ground means that at least 51 percent of the actual cash value of the structure is above ground.

Pub means any restaurant or hotel which manufactures a maximum of 20,000 barrels of beer annually, 30,000 gallons of wine annually, or 10,000 gallons of spirits annually, as an accessory use on the same premises which accessory use may not occupy more than 50 percent of the commercial floor area. Provided, however, at no time shall the accessory use of a pub include growing or harvesting grapes, fruits, vegetables, barley or other grain on premises."

SECTION 15: Section 101-79. R of the City Code is amended as follows:

"Sec. 101-79. – R.

Recreation facility means a building or facility owned by the local jurisdiction primarily used for the enjoyment and relaxation of its residents.

Recreational vehicle means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood elevation means the base flood elevation (BFE) plus a freeboard factor as specified in chapter 113 of this code.

Retail sales means establishments engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods, but not including the manufacturing or processing of any products.

Right-of-way means the land opened, reserved, or dedicated for a street, highway, walk, drainage, utilities, or other public purpose.

Roof-mount solar system means a solar energy system consisting of solar panels that are installed directly on the roof. Solar panels are mounted and secured using racking systems specifically designed to minimize the impact on the roof and prevent any leaks or structural damage.

Row house means a row of houses joined by common sidewalls.

Rubbish means all putrescible solid wastes from normal household or living conditions, consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin, wood scraps, cans, yard clippings, grass, leaves, tree branches, clothing or litter of any kind; however, not including ashes."

SECTION 16: Section 101-80. S of the City Code is amended as follows:

"Sec. 101-80. – S.

Sanitary landfill means a type of operation in which garbage and/or refuse is deposited by a plan on a specific portion of land, in accordance with regulations of the Nebraska Department of Environmental Quality.

Satellite earth station means an earth station antenna two meters or less in diameter.

School means a private institution or an accredited public institution, having regular sessions and offering primary and/or secondary instruction, or associate, bachelor, or higher degrees in the several branches of learning, which may include as accessory uses, stadiums and dormitories.

Secondary school means a private institution or an accredited public institution, having regular sessions and offering secondary instruction customarily between grades six through 12.

Setback means the minimum horizontal distance between the lot line and the building line of a structure or any projection thereof.

Shed means a simple roofed structure used as a shelter for animals, storage, or a workshop; but not vehicles.

Shipping container means any container, which may otherwise be known as a container, freight container, ISO container, shipping container, hi-cube container, box, sea container, or container van, designed to store and move materials and products across various modes of the intermodal freight transportation system.

Sign means every device containing any identification, description, illustration, emblem, painting, banner, pennant or placard, illuminated or nonilluminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or information.

Sign; A-frame or sandwich means a portable sign which may not exceed 30 inches in width and 54 inches in height, which may be displayed between the hours of sunrise and sunset, and which may be placed in a manner as not to impede pedestrian or vehicular traffic.

Sign; agricultural product means a sign displayed on any farm or ranch by the owner or other operator for the purpose of identifying such farm or ranch or advertising the products thereon.

Sign; billboard or poster board means a sign mounted on a semi-permanent structure and usually depicting information not directly related to the property upon which it is placed, and generally referred to as outdoor advertising sign.

Sign contractor means a person, firm, individual, corporation or business engaged in the erection or repair of signs and licensed with the City as such.

Sign; detached means a freestanding sign which is part of a completely self-supporting structure not including mobile signs. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or other structure whether portable or stationary.

Sign; directional means a sign, providing no commercial message of any kind, which provides direction or instruction to guide persons to facilities to serve the public, including but not limited to those signs identifying restrooms, public telephones, public parks, museums, hospitals, auto parking areas and similar facilities.

Sign; face mounted means a sign which is erected or placed in the same manner as the term wall sign.

Sign; home occupation means a non-illuminated sign allowed in association with a permitted home occupation conducted on the premises within a dwelling occupied by the operator of the business.

Sign; illuminated means a sign which uses an artificial source of light in connection with the display of such sign. Artificial light sources include:

(1) Bare bulb: The illumination of signs using unshielded bulbs.
(2) Direct illumination: The illumination of signs through flood lights whose luminous surface is visible to the normally located observer.
(3) Flame: The use of open flame or torches.
(4) Flashing: The use of an intermittent light source, including the illusion of intermittence through animation or other external light sources. Electronic information signs are excluded from this definition, except for any flashing mode of these signs.
(5) Indirect: The use of light source whose luminous surface is not visible to the normally located observer.
(6) Internal: The use of a light source concealed or contained within the sign, and visible by shining through a translucent surface.
(7) Neon or gas tube: The use of a light source supplied by passing electricity through a tube containing neon or other gas, bent to form letters, symbols and other shapes.

Sign; marquee means a sign attached flat against or suspended under or over the marquee or canopy of a building, but extending downward less than 12 inches therefrom.

Sign; nonconforming means a sign which was not in complete compliance with all existing laws and regulations prior to the time of adoption of these regulations and which does not adhere to one or more of the provisions of this Code.

Sign; off site means a sign which directs attention to a business, profession, activity, commodity, service or entertainment other than one sold, conducted, or offered upon the site or premises where such sign is located. Also referred to as off-premises sign.

Sign; on-site means a sign which directs attention to a business, profession, activity, commodity, service, entertainment, or attraction sold, conducted or offered on the same site where such sign is located. Also referred to as on-premises sign.

Sign permit means authorization issued by the city to an applicant to erect and maintain a conforming sign. The term "permit" may include an initial construction permit or electrical permit as required by Municipal Code and the state.

Sign; portable means a sign not permanently affixed to the ground, building, or other permanent structure, which may be moved from place to place. The term "portable sign" includes what is commonly called swinger, A-frame, sandwich, wheeled, trailer mounted, or freestanding signs of a temporary nature.

Sign; projecting means a sign which is affixed to a building or wall and extends beyond the wall line of such building or wall at a perpendicular angle from the building or wall on which it is mounted.

Sign; real estate means a sign used to offer for sale, lease or rent the premises upon which the sign is affixed.

Sign; roof means a sign erected in whole or part upon, against, or directly above the roof or parapet wall of a building.

Sign; wall means a sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located parallel to such exterior of the building wall to which the sign is attached or supported. Wall sign shall also include any signs as include within these regulations, which may be painted on the wall of a building or structure.

Sign vision triangle means the triangle on a corner lot at the intersection of two streets or avenues. It is created by measuring 25 feet from the intersection along each property line and drawing the hypotenuse between these two points.

Solar collector means a solar PV cell, panel, array, or solar thermal collector device that relies on solar radiation as an energy source for the generation of electricity or transfer of stored heat.

Solar energy collector facility (commercial) means a facility housing one or more solar energy systems for the commercial sale of energy created thereon.

Solar energy system means a system capable of collecting and converting solar radiation into heat, mechanical, or electrical energy and transfer these forms of energy by a separate apparatus to storage or to the point of use including, but not limited to, water heating, space heating or cooling, electricity generation, or mechanical energy generation.

Solar glare means the potential for solar panels to reflect sunlight with an intensity sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Solar panel means a device for the direct conversion of sunlight into usable solar energy.

Solar ready means the concept of planning a building, subdivision, or development with the purpose of enabling the future use of solar energy conversion systems.

Spa means a commercial establishment offering health and beauty treatment through such means as steam baths, exercise equipment, and massage.

Special flood hazard area (SFHA) means the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Square footage means measurement determined from the dimensions on a plot plan or site plan which shall encompass the structure and/or property. Such dimensions for purposes of determining square footage of structures shall be from the exterior surface of outside walls.

Stable; private means an accessory building for the keeping of horses, ponies, mules or cows, owned by occupants of the premises, and not kept for remuneration, hire or sale.

Stable; public means a stable other than a private stable or riding stable as defined herein.

Stable; riding means a structure in which horses or ponies, used exclusively for pleasure riding or driving, are housed, boarded, or kept for remuneration, hire or sale.

Start of construction means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the building permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the building permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Storage building means a one-story, detached accessory building used for tool sheds, playhouses, residential greenhouses, and other similar uses but not including vehicle parking or vehicle storage. (See garage; private.).

Story means a portion of a building between the surface of any floor and the surface of the floor next above it, provided that the following shall not be deemed a story:

(1) A basement or cellar if the finished floor level directly above is not more than six feet above the average adjoining elevation of finished grade.

(2) An attic or similar space under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such space.

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

Street; collector means a street which in addition to serving abutting properties, collects local traffic from streets, connects such traffic with community facilities and commercial centers and carries local traffic to a higher arterial street system.

Street; commercial means a street used to provide access to abutting commercial properties.

Street; local means a street used principally to provide access service to abutting residential and local business properties.

Street; major arterial means a street which provides continuous service through municipalities for long-distance rural travel. Major arterial streets are used to transport products into and out of municipalities.

Street; other arterial means a street which interconnects major areas of activity within a municipality such as shopping centers, the central business district and the like.

Street pavement means the wearing or exposed hard/fixed surface of the street right-of-way used by vehicular traffic. The pavement width is measured from the back of the curb on one side to the back of the curb on the other side.

Street; public means a strip of land, including the entire right-of-way, intended primarily as the principal means of vehicular and pedestrian access to abutting property which may also be used to provide space for public utilities, and sidewalks, and which is dedicated or deeded to the public for the uses described herein.

Street right-of-way means the area measured between property lines, dedicated to and accepted for public use and providing access to abutting properties.

Street line means the dividing line between the dedicated street right-of-way and the abutting property line.

Structural alterations means any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure means any facility which is constructed or erected, and which is located on the ground or is attached to something having location on the ground.

Subdivider means a person, firm, or corporation undertaking the subdividing or the resubdividing of a lot, tract, or parcel of land into two or more lots, or other divisions of land for the purpose of transfer of ownership or development, whether immediate or future including all changes in street or lot lines.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or any building or lot development., except that the division of land shall not be considered to be a subdivision when the smallest parcel created is more than ten acres in area.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure when the cost of such structure as completed equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or;

(2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure.

Surface material means:

(1) The term "hard surface" means an all-weather surface consisting of asphalt, concrete, paving rock, or brick.

(2) The term "gravel" means loose fragments of rock or pebbles.

(3) The term "dirt" means unsurfaced area free of vegetation without gravel."

SECTION 18: Section 101-81. T. of the City Code is amended as follows:

"Sec. 101-81. – T.

Temporary sign means a sign, banner, valance or advertising display constructed of cloth, canvas, cardboard, light fabric, wallboard, or other light materials, with or without a frame, intended to be displayed for only a limited or specific period of time or event.

Terrace means a level, landscaped and/or surfaced area directly adjacent to a principal building at or within three feet of the finished grade and not covered by a permanent roof.

Theater means an establishment, other than an adult theater, inside a completely enclosed building, devoted to showing movies and/or live dramatic or musical performances.

Tiny house means a dwelling that is 400ft² or less in ground floor area or excluding lofts.

Townhouse means an arrangement of single-family dwelling units, joined by common walls on not more than two sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor area, and having exclusive individual ownership and occupancy rights of each dwelling unit, including, but not limited to the land area directly beneath such dwelling unit.

Training center means a facility used on a regular basis by a business, public agency, or nonprofit organization to provide training or retraining in specialized vocational or trade skills for employed, under-employed or unemployed clients, provided that such training does not violate any provisions of the city code.

Truck means motor vehicles classified as a Class 6, Class 7, or Class 8 vehicle under 49 CFR § 565.15(b)-Table II.

SECTION 19: Section 101-83. V. of the City Code is amended as follows:

"Sec. 101-83. - V.

Variance means relief from a variation of the provisions of these regulations, other than land use regulations, as applied to a specific piece of property, as distinct from rezoning, as further set out hereinafter in the powers and duties of the board of adjustment and as cited throughout Part II of the alliance municipal code.

Vehicle means a machine propelled by power other than human or livestock power designed to travel along the ground by use of wheels, treads, runners, or slides to transport persons or property, or pull machinery and shall include, without limitation, automobile, truck, trailer, motorcycle, tractor, implement, buggy, and wagon.

Vehicle storage means the parking or storing of any vehicle for a period longer than permitted on City streets.

SECTION 20: Section 101-84. W. of the City Code is amended as follows:

"Sec. 101-84. - W.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.

Winery means any industrial facility that manufactures wine in quantities greater than 30,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises if licensed for sale on premises.

SECTION 21. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date ofthis Ordinance.

SECTION 22. 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.

_____

Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 101 Proposed Amendments

(Notice; unchanged sections not included)

Sec. 101-2. Purpose.

The purpose of Part II of the City of Alliance Municipal Code is to promote the health, safety, morals, and general welfare of the community by regulating the height, number of stories, and size of buildings; regulating and restricting lot coverage, the size of yards, courts, and other open spaces, and density; regulating the location, and use of buildings, structures, lots, and tracts of land for industry, residence, or other purposes; dividing the area into zoning districts; any other purposes stated within each Chapter of this code; and provide for the enforcement thereof.

Sec. 101-3. Administration.

The adopted or referenced codes in Part II of the Alliance Municipal Code may delegate the administration and enforcement thereof to municipal authorities with a variety of titles. It is hereby declared that the administration and enforcement of said codes of the City shall be the duty and responsibility of the City Manager by and through such designees as appointed for that purpose.

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

Sec. 101-4. Jurisdiction.

Part II of the Alliance Municipal Code shall apply to the incorporated area of the City and that portion of the area outside the City's corporate boundary which shall be referred to as the extraterritorial zoning jurisdiction as set forth by State Law, and shown on the official Zoning District Map, incorporated herein by reference.

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

State law reference(s)—Authority to so provide, R.R.S. 1943, § 16-901.

Sec. 101-5. Amendments to Part II of the Alliance Municipal Code.

(a) *Planning commission.* Recommendations for revision or amendment of any portion of Part II of the Alliance Municipal Code, including the zoning ordinance and district map, may be initiated by the planning commission upon its own motion, for final determination by the city council, but only after proper notices and public hearings required by state law are held by each body.

(b) *City council.* The city council may revise or amend any portion of Part II of the Alliance Municipal Code, including the zoning ordinance and district map, upon its own action, provided such proposed revisions or amendments shall first be submitted to the planning commission for recommendation and report as required by State law, and only after proper notices and public hearings required by state law are held by each body.

(c) *Public.* Requests for an amendment, revision, or change of any of the rules, regulations, or provisions of the text of Part II of the Alliance Municipal Code, including the zoning ordinance, may be made by any interested person by written letter, duly filed with the City Manager or designee no less than 15 working days before the next regular meeting of the Planning Commission. The applicant's letter shall detail the proposed code amendment, revision, or change along with reasoning. Amendments to chapters 109 and 111 shall be done according to the procedures set out in chapter 109.

(d) *Notification.* For proposed code amendments to Part II, public hearings shall be held by the planning commission and city council. The notice of public hearing shall be published in one issue of a newspaper of general circulation within the city not less than ten days prior to the date of said hearing.

(e) *Meeting.* Upon the hearing of such proposed code amendment, the planning commission shall make a recommendation to the city council. The city council shall hold a public hearing and act on the proposed amendment after taking the planning commission's recommendation into consideration.

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

Sec. 101-6. Certificate of occupancy.

No change in the character of use or in the occupancy classification of land or of a building shall be made, nor shall any new building be occupied, until an application for a certificate of occupancy has been completed and the necessary fee paid, and a certificate of occupancy has been issued by the City Manager or designee. Every certificate of occupancy shall state that the new occupancy complies with all provisions of this Code including the adopted building and construction codes. A record of all certificates of occupancy shall be kept on file at city hall, and copies shall be furnished on request to any person having a proprietary or tenancy interest in any land or building affected by such certificate of occupancy.

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

Sec. 101-7. Violation of code.

(a) *Penalty.* The owner or agent of a building or premises in or upon which a violation of any provision of Part II of the Alliance Municipal Code was committed or exists; or the lessee or tenant of an entire building or entire premises in or upon which a violation was committed or exists, or the agent, architect, building contractor, or any other person who commits, takes part in, or assists in any violation, or who maintains any building or premises in or upon which such violation exists, regardless of which party or entity originally committed the violation, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed $100.00, recoverable with costs, or by imprisonment in the Box Butte County Jail for a term not to exceed 7 days. Each and every day that such violation continues shall constitute a separate offense.

(b) *Cessation of work.* In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained; or any building, structure, or land is used in violation of this Code, the appropriate authorities of the city, in addition to other remedies, may institute proceedings for injunction, mandamus, stop work order, or other appropriate action or proceedings to prevent such unlawful erection, construction, alteration, conversion, maintenance, or use, or to correct or abate such violation, or to prevent the occupancy of said building, structure, or land.

(c) *Disconnection of utilities.* The City Manager or designee shall be authorized to disconnect utilities for any property violating any portion of Part II of the Alliance Municipal Code. Compliance with Part II is a condition precedent to a connection to municipal utilities. Staff shall post a notice on the property clearly stating the Code section(s) being violated and that utility services shall be disconnected in no less than 48 hours; however, staff shall be authorized to disconnect utility services immediately in case of emergency or if any utility connections have been made without approval by the City Manager or designee. Staff shall notify the property owner in writing as soon as practical thereafter.

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

State law reference(s)—Authorized penalty, R.R.S. 1943, § 19-913.

Secs. 101-8—101-20. Reserved.

Sec. 101-62. A.

Accessory building means a subordinate building having a use customarily incidental to and located on the lot occupied by the principal building, or having a use customarily incident to the principal use or conditional use of

the property. A building housing an accessory use is considered an integral part of the principal building when it has any part of a wall in common or is under an extension of the main roof, and designed as an integral part of the principal building.

Accessory structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure.

Accessory use means the use of a building or land which is customarily incidental to, and located on the same lot, parcel, or tract as the principal use or conditional use.

Activity means the performance of a function or operation which constitutes a use of the land.

Adult theater or adult bookstore means any establishment in which the preponderance of the material offered for viewing, sale, lease, or display emphasizes matters depicting, describing or relating to the following:

(1) Act of masturbation, sexual intercourse or penetration, or sodomy;

(2) Fondling or other erotic touching of human genitals, pubic regions, buttocks, or female breasts;

(3) Purely prurient interests;

(4) Less than completely or opaquely covered human genitals, pubic regions, buttocks, female breasts below a point above the top of the areola;

(5) Human genitals in a discernably turgid state, even if covered completely or opaquely;

(6) Human genitals in a state of stimulation or arousal

Advertising structure means any structure which supports or is capable of supporting any sign or advertising message as identified in this Code, and may be a single pole or composed of parts joined together in some definite manner.

Agriculture means the employment of the land for the purpose of obtaining a profit in money by the raising, harvesting, and selling of crops and by the grazing, feeding, breeding, management, and sale of livestock, poultry, fur-bearing animals, or honey bees, and by dairying and the sale of dairy products.

Agricultural structure for floodplain management purposes shall mean a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

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

Alteration means any addition, removal, extension, or change in the location of any exterior wall of a principal building or accessory building.

Animal Unit is a term used to describe the relationship of various animals that are being held or fed. The following multipliers are used in determining animal units:

Category	Animal Units
Slaughter steers and heifers	1.0
Cow & calf	1.3
Dairy cattle	1.4
Horse	0.75
Swine	0.4
Sheep	0.4
All fowl	0.05

Apartment means a room or a suite of rooms arranged, intended, or designed for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

Apartment hotel means a building designed for or containing both apartments and individual, furnished guestrooms or rental units utilizing similar booking processes as hotels/motels, under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Apartment house means a building housing more than two apartments, arranged, intended, or designed for the residence of more than two families.

Area of shallow flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Areas of special flood hazard means the land within a community subject to a one percent or greater chance of flooding in any given year. This land is identified as zone A on the official flood map.

Attention attracting device means a sign or device that flashes, blinks, revolves, rotates, swings, undulates, or otherwise attracts or is designed to attract attention through electronic changes but does not include time and temperature or electronic word message signs.

Automobile means a usually four wheeled automotive vehicle designed for passenger transportation, excluding busses and trucks.

Awning means a structure made of cloth, metal, or other material affixed to a building in such a manner that the structure may be raised or retracted to a position against the building.

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

Sec. 101-63. B.

Backage road means a road typically running parallel to a highway or expressway that provides access to property adjacent to said highway or expressway from the rear of the property; may also be referred to as a reverse frontage road.

Banner means a sign intended to be hung either with or without a frame, possessing characters, letters, illustrations or ornamentations applied to paper, plastic, or fabric of any kind; this does not include flags, emblems, or insignia displayed for noncommercial purposes.

Barber shop means a structure, area, or shop where a barber, as licensed by the Nebraska Board of Barber Examiners, for compensation, cuts and dresses hair, shaves and trims beards, and performs related services allowed to be performed by persons licensed under the Nebraska Board of Barber Examiners.

Barn means an agricultural building used for the storage of farm products or feed, and the housing of farm animals and equipment.

Barrel means a unit of liquid measurement as that term is contemplated and used for licensing purposes under the Nebraska Liquor Control Act, R.R.S. § 53-101 et seq., as amended from time to time.

Base flood means the flood having one percent chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation to which floodwaters are expected to rise during the base flood.

Basement means the story below the first story if the finished floor level directly above is not more than six feet above the average adjoining elevation of the finished grade, such space shall be counted as a story for height regulations if subdivided and used for dwelling purposes other than by a custodian employed on the premises.

Bed and breakfast means sleeping accommodations rented on a short term basis, where a morning meal is provided, in a building typically used as a one family dwelling.

Bicycle pathway means that portion of a paved right-of-way, whether within a public street or an exclusive travelway, which has been designed in a prescribed manner for exclusive bicycle use.

Block means a piece or parcel of land entirely surrounded by public highways, streets, streams, railroad rights-of-way, or parks, or a combination thereof, but not alleys. In cases where the platting is incomplete or disconnected, the city manager or designee shall determine the outline of the block.

Boardinghouse means a building other than a hotel, occupied as a single- housekeeping unit, where lodging and/or meals are provided for five or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

Brewery means any industrial facility that manufactures beer in quantities greater than 20,000 barrels annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises.

Building means an enclosed structure, anchored in a permanent manner, and having exterior or party walls and a roof, designed for the shelter of persons, animals, chattels, or property. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building except that two buildings connected by a breezeway shall be deemed one building.

Building line means the horizontal line as measured from any lot line at which a building must be or has been constructed.

Business Improvement District Act of 1979 means the applicable statute governing first class cities and is hereby adopted by reference.

Business office means any office of a recognized profession, such as doctors, lawyers, architects, engineers, real estate brokers, insurance agents, and others, who, through training and licensure, are qualified to perform services of a professional nature, and other offices used primarily for accounting, corresponding, research, editing and other administrative functions of a profit-making or nonprofit organization, but not including banks or other financial institutions.

Business services means establishments engaged in providing services to business offices on a fee or contract basis, including, but not limited to catering services and related food preparation: advertising and public relations; management and consulting services; employment services (including temporary agencies); building security and maintenance services; equipment servicing, rental/leasing and sales; computer and data processing services; communications equipment and services; mailing, photocopying, quick printing and fax services; sale of office supplies; and similar business services, but not including rental, sales or repair of vehicles or heavy equipment.

Butcher shop means a place where livestock (including poultry) are killed and butchered on site and the meat is cured, smoked, packed, or otherwise prepared on site for sale, and some or part of the meat is sold on site at retail; provided, however, that all such operations (including slaughter) shall be performed entirely indoors, live animal delivery shall take place only one day a week, all waste material including manure and renderings shall be cleared within two days of killing, such shop shall not hold live animals for more than 24 hours after delivery, and such shop shall be limited to killing a maximum number of 30 animal units per week (see meat market).

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 1, 4-7-2020)

Sec. 101-65. D.

Day care center means a facility located within a building, or part of a building that is not used as a dwelling unit, for the care, on a regular basis, during part of a 24-hour day, of children under the age of 16, handicapped, or elderly persons.

Developer means the owner of land proposed to be subdivided or their representatives. Consent shall be required from the legal owner of the premises.

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the

placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Distillery means any industrial facility that manufactures spirits in quantities greater than 10,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises.

Drainway; see "watercourse."

Drive-in establishment means any restaurant, financial institution, or product vending enterprise where the patron does not enter and remain within a building during the transaction of business. Food vending establishments where the food is not normally consumed within a building, or where facilities are provided for eating outside a building, shall be included in this definition.

Driveway vision triangle means the triangle formed at the intersection of a private driveway and sidewalk or city right-of-way if there is no sidewalk. It is created by measuring ten feet from the before mentioned intersection along the interior side of the sidewalk or the right-of-way and along the private property side edge of the driveway, and connecting the hypotenuse between these two points.

Dwelling means a building or portion thereof, designed exclusively for permanent residential occupancy, including one-family dwellings, two-family dwellings, multiple dwellings, boarding houses, and manufactured houses, but not hotels, motels, mobile homes, house trailers, or recreational vehicles.

Dwelling, accessory means an attached or detached structure located on the same lot as the principal dwelling unit and used as a one-family dwelling.

Dwelling, multiple family means a building or portion thereof, arranged, intended or designed for occupancy by three or more families, including apartment houses, row houses, townhouses, and apartment hotels.

Dwelling, one-family means a detached building, arranged, intended or designed for occupancy by one family.

Dwelling, two-family means a building arranged, intended, or designed for occupancy by two families.

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

Sec. 101-67. F.

Facility means a structure, building, open area, or other physical contrivance or object.

Family applied to the following districts:

(1) Any R-1 zoned area: One or more persons related by blood, adoption, or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together and occupying a single housekeeping unit with single kitchen facilities, or a number of persons but not exceeding two who are not related by blood, adoption or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities.

(2) All zoned areas except R-1, means as follows: One or more persons who are related by blood, adoption, or marriage, except persons placed with persons in a home licensed by the state department of health and human services, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit cost-sharing basis.

Farm/ranch means an area of land containing at least ten contiguous acres which is used for agriculture.

Feed lot means a lot, yard, corral, building or other area in which livestock are confined, primarily for the purposes of feeding and growth prior to slaughter or the sale of products derived from such animals; not including areas which are used for the raising of crops or other vegetation, and upon which livestock are allowed to graze.

Fence means any vertical structure, other than a building or plant material which is for the purpose of obstructing visual observation, or for the purpose of obstructing pedestrian, automotive, or animal movement, or for the purpose of beautification, and which is attached to the ground or to a building, but excluding retaining walls.

Fence; closed means fences constructed in any manner other than an open fence.

Fence; open means split rail or one by four inch board with a maximum of three horizontal rails or boards with no vertical boards except supporting posts, or open metal fencing. Privacy slats or any other fencing equipment that may hinder vision shall be considered a closed fence.

Fence vision triangle means the triangle on a corner lot at the intersection of two streets or avenues. It is created by measuring 25 feet from the intersection along each property line and drawing the hypotenuse between these two points.

Filling station means a facility that sells automobile fuel including, but not limited to, gasoline, diesel, propane, and compressed natural gas. It shall also include charging stations and may be accompanied by convenience food stores.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood fringe means that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood insurance rate map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this code.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor area means the total of the horizontal area of all floors including basements and cellars, below the roof and within the surfaces of the main walls of principal buildings or accessory buildings or the centerlines of party walls separating such buildings or portions thereof, or within lines drawn parallel to and two feet within the roofline of any building or portion thereof without walls.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Frontage means that side of a lot abutting on a street and ordinarily regarded as the front of the lot, but it shall not be considered as the ordinary side of a corner lot.

Frontage street means any street which is parallel to and adjacent to major streets or highways and provides access to the abutting properties and protection from through traffic.

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

Sec. 101-68. G.

Garage, commercial means a building or portion thereof, designed or used for storage, sale, or hiring of motor vehicles for commercial purposes.

Garage, community means a building or portion thereof, used in lieu of private garages within a block or portion of a block.

Garage, private means a detached building or a portion of a building, having more than two walls, which is used primarily for the storage of private or pleasure-type motor vehicles by the tenants of the building or buildings on the premises, where no commercial repair work is allowed, no fuel is dispensed, or no loud or odiferous nuisances occur which may disturb neighbor's peaceful enjoyment or other activities which are not otherwise allowed in a residential zoned neighborhood.

Garage, repair means a building or portion thereof, designed or used for the care or repair of vehicles, which is operated for commercial purposes.

Garage, storage means a building or portion thereof, except those defined as private, repair, or community garages providing storage for more than four motor vehicles.

Grade means the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the building and the lot line, or when the lot line is more than five feet from the building, between the building and a line five feet from the building.

Greenhouse means a building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants and vegetation for subsequent sale or for other personal enjoyment. See "nursery."

Gross floor area/GFA means the sum of the horizontal areas of all floors of a principal building or buildings on the same lot, measured between exterior faces of walls.

Gross surface area means the total surface area of a sign visible from the public way or area from which the sign is to be viewed and shall include only one sign face when the display faces are perpendicular to the roadway or are designed to be visible from only one side at a time.

Ground-mount solar collector means a solar energy system that is directly installed on specialized solar racking system, which are attached to an anchor in the ground and wired to connect to an adjacent home or building. Ground mount systems may be applicable when insufficient space, structural, and shading issues, or other restrictions prohibit rooftop solar.

Group home means

(1) A facility or home for the developmentally disabled where shelter, food, care, advice, counseling, diagnosis, treatment, or related services are provided for a period of more than twenty-four consecutive hours to four or more persons residing at such facility who have developmental disabilities; or,

(2) A residence, including an office space for shelter employees, providing food, shelter, medical care, legal assistance, personal guidance and other services to persons who have been victims of domestic violence, including any children of such victims, who temporarily require shelter and assistance in order to protect their physical or psychological welfare and do not require hospital or skilled nursing facility care.

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

Sec. 101-69. H.

Hair salon means a structure, area, or shop where people have their hair cut or styled for compensation by a person licensed by the Nebraska Board of Cosmetology.

Hazardous material means any item or agent not used for ordinary purposes (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors, including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; this definition also includes chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-reactive or water-reactive; and chemicals which in the course of normal handling, use, or storage may produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics.

Health care practitioner facility means the residence, office, or clinic of a practitioner or group of practitioners credentialed under the Uniform Credentialing Act, or any distinct part of such residence, office, or clinic; including eye and dental clinics.

Health clinic means a facility where advice, counseling, diagnosis, treatment, surgery, care, or services relating to the preservation or maintenance of health are provided on an outpatient basis for a period of less than twenty-four consecutive hours to persons not residing or confined at such facility. Health clinic includes, but is not limited to, an ambulatory surgical center or a public health clinic; however, health clinic does not include (a) a health care practitioner facility (i) unless such facility is an ambulatory surgical center, (ii) unless ten or more abortions, as defined in subdivision (1) of Nebraska State Statute 28-326, are performed during any one calendar week at such facility, or (iii) unless hemodialysis or labor and delivery services are provided at such facility, (b) a facility which provides only routine health screenings, health education, or immunizations, or (c) a PACE center.

Height of building or structure means the vertical distance measured from the highest of the following three levels:

(1) From the street curb level if the structure sets on the street line to the highest ridge row.

(2) From the established or mean street grade in case the curb has not been constructed to the highest ridge row if the structure sets on the street line.

(3) From the average finished ground level adjoining the building if it sets back from the street line; to the level of the highest point of the roof beams of flat roofs or roofs inclining not more than one-inch to the foot, or to the highest ridge row for other roofs.

Height of yard or court means the vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or

(b) Directly by the Secretary of the Interior in states without approved programs.

Home occupation means any occupation, activity, or accessory use of a nonresidential nature conducted in a dwelling in accordance with chapter 111, division 4 of the Alliance Municipal Code.

Hospital means a facility where diagnosis, treatment, medical care, obstetrical care, nursing care, or related services are provided on an outpatient basis or on an inpatient basis for a period of more than twenty-four consecutive hours to persons who have an illness, injury, or deformity or to aged or infirm persons requiring or receiving convalescent care; including a facility or part of a facility which provides space for a general acute hospital, a rehabilitation hospital, a long-term care hospital, a critical access hospital, or a psychiatric or mental hospital. Hospital does not include a health care practitioner facility in which persons do not receive care or treatment for a period of more than twenty-four consecutive hours.

Hotel/motel means a building or group of buildings containing one or more sleeping rooms to be rented on a short term basis, primarily to the motoring public, together with parking area, recreation space, vending machines, restaurants, clubs, or other related accessory uses including meeting rooms and banquet facilities.

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

Sec. 101-74. M.

Mansard means a roof projection that has an angle of more than 45 degrees and is supported by the building wall.

Manufactured home means a structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or forty body feet or more in length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure, except that manufactured home includes any structure that meets all of the requirements of this subdivision other than the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, as such act existed on September 1, 2001, 42 U.S.C. 5401 et seq.

Manufactured Home Park means a parcel (or contiguous parcels) of land divided into ten or more manufactured home lots for rent.

Manufactured home site means a plot of ground within a mobile home park designed for the accommodation of one mobile home, complete with a pad, all utility hookups, and sufficient off-street parking.

Manufacturing means the mechanical or chemical transformation of materials or substances into new products, whether finished or semi-finished, including the assembling of component parts, the creation of products, the blending of materials, usually for the wholesale market, rather than retail sale.

Marquee means a permanent roof-like structure extending from the wall of a building but not actually a part of the building itself and is generally projecting on a horizontal plane.

Meat market means a retail shop where meat is sold by a butcher or meat cutter, but where no slaughtering or killing takes place (see butcher shop).

Mental health substance use treatment center means a facility where shelter, food, counseling, supervision, diagnosis, treatment, care, rehabilitation, assessment, or related services professionally directed are provided for a period of more than twenty-four consecutive hours to persons residing at such facility who have a mental illness or substance use disorder or both, with the intention of reducing or ameliorating the disorder or disorders or the effects of the disorder or disorders.

Microbrewery means any industrial facility that manufactures beer in quantities up to 20,000 barrels annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the accessory use of a microbrewery include growing or harvesting barley or other grain on premises.

Microdistillery means any industrial facility that manufactures spirits in quantities up to 10,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the use or accessory use of a microdistillery include growing or harvesting grains, vegetables, or other mash product on premises.

Microwinery means any industrial facility that manufactures wine in quantities up to 30,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises and licensed for sale on premises. Provided, however, at no time shall the use or accessory use in a microwinery include growing or harvesting grapes, fruits, or vegetables.

Mobile home; see manufactured home.

Modular home means any dwelling whose construction consists entirely of or the major portions of its construction consist of a unit or units, containing facilities for no more than one family, not fabricated on the final site for the dwelling unit, which units are movable or portable until placed on a permanent foundation and connected to utilities and contains a seal issued by the department of health and human services regulation and licensure prior to May 1, 1998, or by the public service commission on or after May 1, 1998, to be displayed on the modular housing unit as determined by the commission to evidence compliance with State standards.

Municipal building means any building or facility used by the city including, but not limited to, utility facilities, well houses, treatment plants, water towers, warehouses, storage buildings, storage garages, offices, treatment plants, auditoriums, and substations. In the name of promoting neighborhood congruity, city staff and council should use their best judgment to make any and all municipal buildings match the general character of the neighborhood in which it is being constructed.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 2, 4-7-2020)

Sec. 101-75. N.

Net floor area/NFA means the total floor area of a building that is designed for tenant occupancy or that is accessible to customers, clients of the general public, excluding storage areas, equipment rooms, food preparation areas and common areas such as halls, corridors, stairwells, elevator shafts, restrooms, interior vehicular parking and loading areas, and similar common areas, expressed in square feet and measured from the centerline of joint partitions and exteriors of outside walls.

New construction or newly constructed means any structure for which the "start of construction" commenced on or after the effective date of the passage of any regulation in part II of the Alliance Municipal Code and includes any subsequent improvements to such structures.

Nonconforming use, building, or yard means a use, building, or yard, which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated.

Nursery means land or greenhouses used to raise flowers, shrubs, and plants for sale. See "greenhouse."

Nursing home means any structure used or occupied by persons recovering from illness or injury, or suffering from infirmities of old age.

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

Sec. 101-76. O.

Obstruction in relationship to floodplain management means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained

from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (Nebraska Revised Statutes 46-1601 to 46-1670 as amended).

Off-site means any premises not located within the area of the property to be subdivided, whether or not in the same ownership of the applicant for subdivision approval.

Office building means a building designed for or used as the offices of professional, commercial, industrial, religious, institutional, public or semi-public persons or organizations, provided no goods, wares or merchandise shall be prepared or sold on any premises except that a portion of an office building may be occupied and used as a drug store, barbershop, cosmetologist shop, cigar stand, or newsstand, when such uses are located entirely within the building with no entrance from the street.

One hundred year flood means the condition of flooding having a one percent chance of annual occurrence.

Overlay district means a zoning district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Owner means any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

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

Sec. 101-77. P.

Parking lot means an area consisting of two or more off street parking spaces, including driveways and maneuvering space, with access to a street or alley and permitting ingress and egress for a vehicle.

Parking lot improvements means any upgrades, alterations, additions, or reconstruction made to an off-street parking lot, or private drives leading thereto, including hard surface paving of existing rock or gravel lots, drainage, curbing, digging, compacting, installation of additional parking spaces, lighting, or landscaping.

Parking lot maintenance means the upkeep of any off-street parking lot including scraping, repacking, bringing in more gravel or rock, chip sealing, and landscaping. The term "parking lot maintenance" may also include mill and overlaying, sealing, painting, or sweeping of hard surfaced lots.

Parking space, off-street means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

Patio means a facility the floor of which is typically constructed out of concrete or paving stones and is located at ground level.

Pavilion means a detached structure such as a gazebo or pergola.

Pedestrian way means a right-of-way, dedicated or otherwise assigned to public use, which cuts across a block to facilitate pedestrian access to adjacent streets and properties.

Permitted use means a principal use of a property allowed by right.

Person means any individual, firm, partnership, association, corporation, company or organization of any kind.

Place means an open, unoccupied space, other than a street or alley, permanently established or dedicated as the principal means of access to property abutting thereon.

Planned unit development (PUD) means a lot, block, or combination of each, controlled by one or more owners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or other uses, or any combination of the foregoing. The plan may propose the unique development, rehabilitation, or redevelopment of an existing area or tract not adequately recognized by the terms of other zoning regulations. The plan shall not have a substantially adverse effect upon the character of the area or upon adjacent property or values in the area.

Planning commission means the city planning commission.

Plat; final means a complete and exact subdivision drawing, prepared for official recording as required by statute, to define property and lot boundaries, easements, streets, and other improvements, and including the dedication of property for public use where required.

Plat; preliminary means a plan, drawn to scale, indicating prominent existing features of a tract and its surroundings and the general street and lot layout of the proposed subdivision and its relationship to the surrounding area.

Pole-mount solar system means a solar energy system that is directly installed on specialized solar racking systems, which are attached to poles anchored and firmly affixed to a concrete foundation system in the ground, and wired underground to an attachment point at the buildings meter. Ground mount and pole mount differ in that pole mounted systems are elevated from the ground.

Porch; enclosed means a roofed area enclosed by windows, attached to or part of and with direct access to or from a building. A porch is a room if the enclosed space is heated or air conditioned, and/or the percentage of window to wall area is less than 50 percent.

Porch; open means an unroofed, unenclosed area attached to or part of and with direct access to or from a building.

Porch; unenclosed means a roofed open area, attached to or part of and with direct access to or from a building, which may be screened.

Post-FIRM structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated July 16, 1987, whichever is later.

Pre-FIRM structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated July 16, 1987, whichever is later.

Primary school means a private institution or an accredited public institution, having regular sessions and offering primary instruction customarily between grades Kindergarten through 5.

Principal building means a main building or other facility which is designed for or occupied by a principal use.

Principal use means the primary or predominant use to which a property is devoted and to which all other uses are an accessory use.

Principally above ground means that at least 51 percent of the actual cash value of the structure is above ground.

Pub means any restaurant or hotel which manufactures a maximum of 20,000 barrels of beer annually, 30,000 gallons of wine annually, or 10,000 gallons of spirits annually, as an accessory use on the same premises which accessory use may not occupy more than 50 percent of the commercial floor area. Provided, however, at no time shall the accessory use of a pub include growing or harvesting grapes, fruits, vegetables, barley or other grain on premises.

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

Sec. 101-79. R.

Recreation facility means a building or facility owned by the local jurisdiction primarily used for the enjoyment and relaxation of its residents.

Recreational vehicle means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood elevation means the base flood elevation (BFE) plus a freeboard factor as specified in chapter 113 of this code.

Retail sales means establishments engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods, but not including the manufacturing or processing of any products.

Right-of-way means the land opened, reserved, or dedicated for a street, highway, walk, drainage, utilities, or other public purpose.

Roof-mount solar system means a solar energy system consisting of solar panels that are installed directly on the roof. Solar panels are mounted and secured using racking systems specifically designed to minimize the impact on the roof and prevent any leaks or structural damage.

Row house means a row of houses joined by common sidewalls.

Rubbish means all putrescible solid wastes from normal household or living conditions, consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin, wood scraps, cans, yard clippings, grass, leaves, tree branches, clothing or litter of any kind; however, not including ashes.

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

Sec. 101-80. S.

Sanitary landfill means a type of operation in which garbage and/or refuse is deposited by a plan on a specific portion of land, in accordance with regulations of the Nebraska Department of Environmental Quality.

Satellite earth station means an earth station antenna two meters or less in diameter.

School means a private institution or an accredited public institution, having regular sessions and offering primary and/or secondary instruction, or associate, bachelor, or higher degrees in the several branches of learning, which may include as accessory uses, stadiums and dormitories.

Secondary school means a private institution or an accredited public institution, having regular sessions and offering secondary instruction customarily between grades six through 12.

Setback means the minimum horizontal distance between the lot line and the building line of a structure or any projection thereof.

Shed means a simple roofed structure used as a shelter for animals, storage, or a workshop; but not vehicles.

Shipping container means any container, which may otherwise be known as a container, freight container, ISO container, shipping container, hi-cube container, box, sea container, or container van, designed to store and move materials and products across various modes of the intermodal freight transportation system.

Sign means every device containing any identification, description, illustration, emblem, painting, banner, pennant or placard, illuminated or nonilluminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or information.

Sign; A-frame or sandwich means a portable sign which may not exceed 30 inches in width and 54 inches in height, which may be displayed between the hours of sunrise and sunset, and which may be placed in a manner as not to impede pedestrian or vehicular traffic.

Sign; agricultural product means a sign displayed on any farm or ranch by the owner or other operator for the purpose of identifying such farm or ranch or advertising the products thereon.

Sign; billboard or poster board means a sign mounted on a semi-permanent structure and usually depicting information not directly related to the property upon which it is placed, and generally referred to as outdoor advertising sign.

Sign contractor means a person, firm, individual, corporation or business engaged in the erection or repair of signs and licensed with the City as such.

Sign; detached means a freestanding sign which is part of a completely self-supporting structure not including mobile signs. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or other structure whether portable or stationary.

Sign; directional means a sign, providing no commercial message of any kind, which provides direction or instruction to guide persons to facilities to serve the public, including but not limited to those signs identifying restrooms, public telephones, public parks, museums, hospitals, auto parking areas and similar facilities.

Sign; face mounted means a sign which is erected or placed in the same manner as the term wall sign.

Sign; home occupation means a non-illuminated sign allowed in association with a permitted home occupation conducted on the premises within a dwelling occupied by the operator of the business.

Sign; illuminated means a sign which uses an artificial source of light in connection with the display of such sign. Artificial light sources include:

(1) Bare bulb: The illumination of signs using unshielded bulbs.

(2) Direct illumination: The illumination of signs through flood lights whose luminous surface is visible to the normally located observer.

(3) Flame: The use of open flame or torches.

(4) Flashing: The use of an intermittent light source, including the illusion of intermittence through animation or other external light sources. Electronic information signs are excluded from this definition, except for any flashing mode of these signs.

(5) Indirect: The use of light source whose luminous surface is not visible to the normally located observer.

(6) Internal: The use of a light source concealed or contained within the sign, and visible by shining through a translucent surface.

(7) Neon or gas tube: The use of a light source supplied by passing electricity through a tube containing neon or other gas, bent to form letters, symbols and other shapes.

Sign; marquee means a sign attached flat against or suspended under or over the marquee or canopy of a building, but extending downward less than 12 inches therefrom.

Sign; nonconforming means a sign which was not in complete compliance with all existing laws and regulations prior to the time of adoption of these regulations and which does not adhere to one or more of the provisions of this Code.

Sign; off site means a sign which directs attention to a business, profession, activity, commodity, service or entertainment other than one sold, conducted, or offered upon the site or premises where such sign is located. Also referred to as off-premises sign.

Sign; on-site means a sign which directs attention to a business, profession, activity, commodity, service, entertainment, or attraction sold, conducted or offered on the same site where such sign is located. Also referred to as on-premises sign.

Sign permit means authorization issued by the city to an applicant to erect and maintain a conforming sign. The term "permit" may include an initial construction permit or electrical permit as required by Municipal Code and the state.

Sign; portable means a sign not permanently affixed to the ground, building, or other permanent structure, which may be moved from place to place. The term "portable sign" includes what is commonly called swinger, A-frame, sandwich, wheeled, trailer mounted, or freestanding signs of a temporary nature.

Sign; projecting means a sign which is affixed to a building or wall and extends beyond the wall line of such building or wall at a perpendicular angle from the building or wall on which it is mounted.

Sign; real estate means a sign used to offer for sale, lease or rent the premises upon which the sign is affixed.

Sign; roof means a sign erected in whole or part upon, against, or directly above the roof or parapet wall of a building.

Sign; wall means a sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located parallel to such exterior of the building wall to which the sign is attached or supported. Wall sign shall also include any signs as include within these regulations, which may be painted on the wall of a building or structure.

Sign vision triangle means the triangle on a corner lot at the intersection of two streets or avenues. It is created by measuring 25 feet from the intersection along each property line and drawing the hypotenuse between these two points.

Solar collector means a solar PV cell, panel, array, or solar thermal collector device that relies on solar radiation as an energy source for the generation of electricity or transfer of stored heat.

Solar energy collector facility (commercial) means a facility housing one or more solar energy systems for the commercial sale of energy created thereon.

Solar energy system means a system capable of collecting and converting solar radiation into heat, mechanical, or electrical energy and transfer these forms of energy by a separate apparatus to storage or to the point of use including, but not limited to, water heating, space heating or cooling, electricity generation, or mechanical energy generation.

Solar glare means the potential for solar panels to reflect sunlight with an intensity sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Solar panel means a device for the direct conversion of sunlight into usable solar energy.

Solar ready means the concept of planning a building, subdivision, or development with the purpose of enabling the future use of solar energy conversion systems.

Spa means a commercial establishment offering health and beauty treatment through such means as steam baths, exercise equipment, and massage.

Special flood hazard area (SFHA) means the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Square footage means measurement determined from the dimensions on a plot plan or site plan which shall encompass the structure and/or property. Such dimensions for purposes of determining square footage of structures shall be from the exterior surface of outside walls.

Stable; private means an accessory building for the keeping of horses, ponies, mules or cows, owned by occupants of the premises, and not kept for remuneration, hire or sale.

Stable; public means a stable other than a private stable or riding stable as defined herein.

Stable; riding means a structure in which horses or ponies, used exclusively for pleasure riding or driving, are housed, boarded, or kept for remuneration, hire or sale.

Start of construction means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the building permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the building permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling

units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Storage building means a one-story, detached accessory building used for tool sheds, playhouses, residential greenhouses, and other similar uses but not including vehicle parking or vehicle storage. (See garage; private.)

Story means a portion of a building between the surface of any floor and the surface of the floor next above it, provided that the following shall not be deemed a story:

(1) A basement or cellar if the finished floor level directly above is not more than six feet above the average adjoining elevation of finished grade.

(2) An attic or similar space under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such space.

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

Street; collector means a street which in addition to serving abutting properties, collects local traffic from streets, connects such traffic with community facilities and commercial centers and carries local traffic to a higher arterial street system.

Street; commercial means a street used to provide access to abutting commercial properties.

Street; local means a street used principally to provide access service to abutting residential and local business properties.

Street; major arterial means a street which provides continuous service through municipalities for long-distance rural travel. Major arterial streets are used to transport products into and out of municipalities.

Street; other arterial means a street which interconnects major areas of activity within a municipality such as shopping centers, the central business district and the like.

Street pavement means the wearing or exposed hard/fixed surface of the street right-of-way used by vehicular traffic. The pavement width is measured from the back of the curb on one side to the back of the curb on the other side.

Street; public means a strip of land, including the entire right-of-way, intended primarily as the principal means of vehicular and pedestrian access to abutting property which may also be used to provide space for public utilities, and sidewalks, and which is dedicated or deeded to the public for the uses described herein.

Street right-of-way means the area measured between property lines, dedicated to and accepted for public use and providing access to abutting properties.

Street line means the dividing line between the dedicated street right-of-way and the abutting property line.

Structural alterations means any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure means any facility which is constructed or erected, and which is located on the ground or is attached to something having location on the ground.

Subdivider means a person, firm, or corporation undertaking the subdividing or the resubdividing of a lot, tract, or parcel of land into two or more lots, or other divisions of land for the purpose of transfer of ownership or development, whether immediate or future including all changes in street or lot lines.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or any building or lot development., except that the division of land shall not be considered to be a subdivision when the smallest parcel created is more than ten acres in area.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure when the cost of such structure as completed equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or;

(2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Surface material means

(1) The term "hard surface" means an all-weather surface consisting of asphalt, concrete, paving rock, or brick.

(2) The term "gravel" means loose fragments of rock or pebbles.

(3) The term "dirt" means unsurfaced area free of vegetation without gravel.

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

Sec. 101-81. T.

Temporary sign means a sign, banner, valance or advertising display constructed of cloth, canvas, cardboard, light fabric, wallboard, or other light materials, with or without a frame, intended to be displayed for only a limited or specific period of time or event.

Terrace means a level, landscaped and/or surfaced area directly adjacent to a principal building at or within three feet of the finished grade and not covered by a permanent roof.

Theater means an establishment, other than an adult theater, inside a completely enclosed building, devoted to showing movies and/or live dramatic or musical performances.

Tiny house means a dwelling that is 400ft² or less in ground floor area or excluding lofts.

Townhouse means an arrangement of single-family dwelling units, joined by common walls on not more than two sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor area, and having exclusive individual ownership and occupancy rights of each dwelling unit, including, but not limited to the land area directly beneath such dwelling unit.

Training center means a facility used on a regular basis by a business, public agency, or nonprofit organization to provide training or retraining in specialized vocational or trade skills for employed, under-employed or unemployed clients, provided that such training does not violate any provisions of the city code.

Truck means motor vehicles classified as a Class 6, Class 7, or Class 8 vehicle under 49 CFR § 565.15(b)-Table II.

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

Sec. 101-83. - V.

Variance means relief from a variation of the provisions of these regulations, other than land use regulations, as applied to a specific piece of property, as distinct from rezoning, as further set out hereinafter in the powers and duties of the board of adjustment and as cited throughout Part II of the alliance municipal code.

Vehicle means a machine propelled by power other than human or livestock power designed to travel along the ground by use of wheels, treads, runners, or slides to transport persons or property, or pull machinery and shall include, without limitation, automobile, truck, trailer, motorcycle, tractor, implement, buggy, and wagon.

Vehicle storage means the parking or storing of any vehicle for a period longer than permitted on City streets.

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

Sec. 101-84. - W.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.

Winery means any industrial facility that manufactures wine in quantities greater than 30,000 gallons annually for sale off premises or in an accessory retail space, bar, or restaurant located on premises if licensed for sale on premises.

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

Ordinance No. 2958

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 105 OF THE ALLIANCE MUNICIPAL CODE; 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: Section 105-221. Construction permits of the City Code is amended as follows:

"Sec. 105-221. - Construction permits.

(a) *Permit required.* The city manager or designee shall have the power to enforce the provisions of this article. No building or other structure shall be erected, constructed, reconstructed, nor shall it be altered, nor shall any plumbing, mechanical, or any work requiring a permit be conducted without first obtaining a permit from the city manager or designee issued in accordance with the terms of this Code.

(b) *Application.* Applications for permits shall be filed with the city manager or designee upon forms prescribed. There shall be a separate application and permit for each building or structure except accessory buildings, which may be included in the permit for the principal building when construction is simultaneous.

(c) *Review.* The city manager or designee shall act within the provisions of this article upon all applications for permits, and the same shall be approved or denied not later than the fifth business day succeeding the day of filing. In the event of refusal to issue a permit upon an application, as herein provided, the applicant may submit an appeal to the board of adjustment.

(d) *License required.* No permit shall be issued to any person to do or cause to be done any work requiring a permit as identified by the Alliance Municipal Code, except to a person who is the holder of the appropriate license as issued by the city, unless otherwise provided for in City Code or as excepted as follows:

(1) Residential structures: Any permit may be issued to any unlicensed person to do any work regulated by this Code in a one-family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings, in the event that any such person is the bona fide owner of any such dwelling and accessory buildings and quarters, and that the same are occupied by or proposed to be occupied by said owner, provided, that said owner shall personally purchase all material and perform the labor.

(2) Non-residential structures: The requirement to be licensed as a building contractor in accordance with this code shall not be required of the owner of any non-residential structure if activities are limited to the hiring and coordination of licensed contractors and subcontractors, and building construction activities; however, the owner shall not be permitted to perform any mechanical, plumbing, gas pipe fitting, structural, or specialty work without being licensed as a contractor in accordance with this Code. The owner shall be required to sign a statement acknowledging that they agree to follow all adopted codes, submit all required drawings, obtain all necessary permits, call for inspections, and that a failure to do so may result in the issuance of a stop work order, refusal of the city to issue a certificate of occupancy upon completion, condemnation of the structure, and/or disconnection of utilities.

(3) The City of Alliance and its employees shall not be required to become licensed contractors to obtain any permit or perform any work related to official City business except as may be required by State Law or the City Manager."

SECTION 2. Section 105-222. Fees is amended as follows:

"Sec. 105-222. - Fees.

(a) *Fee required.* For each permit issued there shall be charged and collected from the applicant, a fee, in accordance with a schedule established by the city council.

(b) *Drawing review fee.* A nonrefundable drawing review fee in the amount of 10 percent of the total permit fee shall be paid when drawings are submitted for staff review on projects with an estimated value greater than or equal to $100,000. The drawing review fee shall be applied towards the building permit fee upon the issuance of a permit.

(c) *Refund.* The city manager or designee shall authorize the refunding of fees as follows:

(1) The full amount of any fee paid hereunder which was erroneously paid or collected.

(2) Not more than 90 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The city shall retain the 10 percent drawing review fee.

(d) *No-permit fee.* Any person, contractor, or company found to be habitually performing work for which a permit is required without first obtaining said

permit, may be charged a fee, as established by the city council, in addition to the permit fee. This section is not to be interpreted as requiring a no permit fee the first time a person or contractor fails to comply with the requirements of this Code, but as a means of controlling the practice of starting or performing work without first obtaining a permit.

(e) *Reinspection fee.* A reinspection fee set by the city council may be assessed for each inspection or reinspection when such portion of work for which the inspection is called for is not complete or when corrections called for on previously inspector work are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as a means of controlling the practice of calling for inspections before the job is ready for such inspection or reinspection."

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

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 105 Proposed Amendments

(Notice; unchanged sections not included)

Sec. 105-221. - Construction permits.

(a) *Permit required.* The city manager or designee shall have the power to enforce the provisions of this article. No building or other structure shall be erected, constructed, reconstructed, nor shall it be altered, nor shall any plumbing, mechanical, or any work requiring a permit be conducted without first obtaining a permit from the city manager or designee issued in accordance with the terms of this Code.

(b) *Application.* Applications for permits shall be filed with the city manager or designee upon forms prescribed. There shall be a separate application and permit for each building or structure except accessory buildings, which may be included in the permit for the principal building when construction is simultaneous.

(c) *Review.* The city manager or designee shall act within the provisions of this article upon all applications for permits, and the same shall be approved or denied not later than the fifth business day succeeding the day of filing. In the event of refusal to issue a permit upon an application, as herein provided, the applicant may submit an appeal to the board of adjustment.

(d) *License required.* No permit shall be issued to any person to do or cause to be done any work requiring a permit as identified by the Alliance Municipal Code, except to a person who is the holder of the appropriate license as issued by the city, unless otherwise provided for in City Code or as excepted as follows:

(1) Residential structures: Any permit may be issued to any unlicensed person to do any work regulated by this Code in a one-family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings, in the event that any such person is the bona fide owner of any such dwelling and accessory buildings and quarters, and that the same are occupied by or proposed to be occupied by said owner, provided, that said owner shall personally purchase all material and perform the labor.

(2) Non-residential structures: The requirement to be licensed as a building contractor in accordance with this code shall not be required of the owner of any non-residential structure if activities are limited to the hiring and coordination of licensed contractors and subcontractors, and building construction activities; however, the owner shall not be permitted to perform any mechanical, plumbing, gas pipe fitting, structural, or specialty work without being licensed as a contractor in accordance with this Code. The owner shall be required to sign a statement acknowledging that they agree to follow all adopted codes, submit all required drawings, obtain all necessary permits, call for inspections, and that a failure to do so may result in the issuance of a stop work order, refusal of the city to issue a certificate of occupancy upon completion, condemnation of the structure, and/or disconnection of utilities.

(3) The City of Alliance and its employees shall not be required to become licensed contractors to obtain any permit or perform any work related to official City business except as may be required by State Law or the City Manager.

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

Sec. 105-222. - Fees.

(a) *Fee required.* For each permit issued there shall be charged and collected from the applicant, a fee, in accordance with a schedule established by the city council.

(b) *Drawing review fee.* A nonrefundable drawing review fee in the amount of 10 percent of the total permit fee shall be paid when drawings are submitted for staff review on projects with an estimated value

greater than or equal to $100,000. The drawing review fee shall be applied towards the building permit fee upon the issuance of a permit.

(c) *Refund.* The city manager or designee shall authorize the refunding of fees as follows:

(1) The full amount of any fee paid hereunder which was erroneously paid or collected.

(2) Not more than 90 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The city shall retain the 10 percent drawing review fee.

(d) *No-permit fee.* Any person, contractor, or company found to be habitually performing work for which a permit is required without first obtaining said permit, may be charged a fee, as established by the city council, in addition to the permit fee. This section is not to be interpreted as requiring a no permit fee the first time a person or contractor fails to comply with the requirements of this Code, but as a means of controlling the practice of starting or performing work without first obtaining a permit.

(e) *Reinspection fee.* A reinspection fee set by the city council may be assessed for each inspection or reinspection when such portion of work for which the inspection is called for is not complete or when corrections called for on previously inspector work are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as a means of controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

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

Ordinance No. 2959

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 107 OF THE ALLIANCE MUNICIPAL CODE; ADOPTING SECTION 107-148 OF THE ALLIANCE MUNICIPAL CODE, RENUMBERING PORTIONS OF CHAPTER 107 OF THE ALLIANCE MUNICIPAL CODE ACCORDINGLY; 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: Section 107-82. Final plat requirements of the City Code is amended as follows:

"Sec. 107-82. - Final plat requirements.

(a) The final plat shall be prepared by a surveyor licensed by the state or an engineer licensed by the state working with data collected by a licensed surveyor.
(b) The final plat prepared for recording purposes shall be drawn at a scale of one inch per 100 feet or at a scale that would otherwise allow said plat to be easily read and reproduced.
(c) Plats shall be a minimum of eight and one-half inches by 14 inches but no more than 24 inches by 36 inches. If more than two sheets are required, an index map showing the entire development shall be shown on each sheet.
(d) The name of the subdivision shall be clearly shown.
(e) Descriptive boundaries of the subdivision, based on an accurate traverse, giving angular and linear dimensions of second-order-surveying accuracy. All calculations shall be furnished showing bearings and distances of all boundary lines and lot lines and the square foot area of each lot.
(f) Location of boundaries shall be shown in reference to existing official monuments or the nearest established street lines, including true angles and distances to such reference points or monuments.
(g) Location of lots, streets, public highways, alleys, parks, and other features with accurate dimensions in feet and decimals of feet, with the length and radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points and points of curve to lot lines.
(h) Lots shall be numbered clearly. If blocks are to be numbered or lettered, these shall be shown clearly in the center of the block.
(i) The exact locations, widths, and names of all streets to be dedicated.

(j) Locations and width of all easements to be dedicated and their designated purpose.
(k) Boundary lines and description of boundary lines of any areas other than streets and alleys which are to be dedicated or reserved for public use.
(l) The drawing of building lines and setbacks on plats is optional; however, if present, they shall be accompanied by a statement on the plat acknowledging building lines and setbacks drawn on the plat may change based on future zoning district changes.
(m) Name and address of developer, surveyor making the plat, and the owners of record at the time of submittal, plus any lien or mortgage holders of record at the time of submittal.
(n) Scale of plat (the scale to be shown graphically and in feet per inch), date, and north point.
(o) Statement dedicating all easements, lots or tracts, streets, and other public property, properly signed and acknowledged by appropriate persons, surveyors, certification, and other language as follows:

(1) Legal description. An accurate legal description of the property being subdivided.
(2) Dedication. The undersigned owners, mortgage, and/or lien holders of the property described herein have the same to be subdivided in the manner shown on this plat and said property shall hereafter be known as NAME OF SUBDIVISION. It shall be sufficient description of the lots on this plat to hereafter designate the same by the number appearing near the center of the lot followed by the block number appearing near the center of the respective blocks followed by the words: NAME OF SUBDIVISION.

An easement or license is hereby granted to the city to locate, construct, and maintain, and to authorize the location, construction, maintenance, and use of conduits, for all and any purpose, water, gas, and sewer mains, poles, wires, anchors, and appurtenances thereto, or any or all of them upon, under and along the strips of land outlined on this plat and designated "utility easement" or "U.E."

A "drainage easement" or "D.E." or license is also hereby granted to the city to locate, construct, and maintain, and to authorize the location, construction maintenance, and use of surface drainage ways and installations, and underground drainage conduits and appurtenances for

drainage purposes on, under and along the strips of land outlined on this plat designated "drainage easement."
Streets shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

(Optional) Building and/or setback lines are hereby established as shown on this plat and no building front shall be built or otherwise located in front of or behind this line.

In testimony whereof, the undersigned have hereunto set their hands this ___ day of _____, 20 ___.

_____
Property Owner

_____
Property Owner

_____
Lien or Mortgage Holder

County of Box Butte)
) ss.
State of Nebraska)

On this ___ day of _____, 20___ before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county and state the day and year last written above.

_____
Notary Public

My Commission expires:

_____

The foregoing plat was approved by the Planning Commission of the City of Alliance, Nebraska this ___ day of _____, 20 ___.

_____
Planning Commission Chair.

The foregoing plat and dedication was approved and accepted by the City Council of the City of Alliance, Nebraska, this ___ day of _____, 20___.

_____
Ordinance Number

_____
Mayor

_____
City Clerk

SECTION 2. Section 107-101. Limitations is amended as follows:

"Sec. 107-101 Limitations.

The city manager may approve further subdivision of existing lots and blocks whenever all required public improvements have been installed, no new dedication of public rights-of-way or easements is involved, and such subdivision complies with this Code's requirements concerning minimum areas and dimensions of such lots and blocks. This includes the authority to approve the combining of existing lots where such combination of lots fits the requirements of the municipal code. The City Manager may approve an administrative subdivision where all public improvements are not installed in cases such as rural subdivisions or in other circumstances the City Manager sees as beneficial and may require an infrastructure deferment agreement in such situations."

SECTION 3. Section 107-148. Replat limitations is adopted as follows:

"Sec. 107-148. - Replat Limitations.

A platted subdivision, addition, tract, lot, block, or any portion thereof, shall not be replatted more than twice before vacating the original plat, replats, and/or portions thereof; provided, however, that if such addition, tract, lot, or block as set forth in the original plat is no longer under common ownership, only the portion of the plat being replatted needs to be vacated."

SECTION 4. Sections 107-148, 107-149, and 107-150, of the City Code are renumbered as Section 107-149, 107-150, and 107-151, respectively.

SECTION 5. Sections 107-152 to section 107-160 of the City Code are reserved.

SECTION 6. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date ofthis Ordinance.

SECTION 7. 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.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 107 Proposed Amendments

(Notice; unchanged sections not included)

Sec. 107-82. Final plat requirements.

(a) The final plat shall be prepared by a surveyor licensed by the state or an engineer licensed by the state working with data collected by a licensed surveyor.

(b) The final plat prepared for recording purposes shall be drawn at a scale of one inch per 100 feet or at a scale that would otherwise allow said plat to be easily read and reproduced.

(c) Plats shall be a minimum of eight and one-half inches by 14 inches but no more than 24 inches by 36 inches. If more than two sheets are required, an index map showing the entire development shall be shown on each sheet.

(d) The name of the subdivision shall be clearly shown.

(e) Descriptive boundaries of the subdivision, based on an accurate traverse, giving angular and linear dimensions of second-order-surveying accuracy. All calculations shall be furnished showing bearings and distances of all boundary lines and lot lines and the square foot area of each lot.

(f) Location of boundaries shall be shown in reference to existing official monuments or the nearest established street lines, including true angles and distances to such reference points or monuments.

(g) Location of lots, streets, public highways, alleys, parks, and other features with accurate dimensions in feet and decimals of feet, with the length and radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points and points of curve to lot lines.

(h) Lots shall be numbered clearly. If blocks are to be numbered or lettered, these shall be shown clearly in the center of the block.

(i) The exact locations, widths, and names of all streets to be dedicated.

(j) Locations and width of all easements to be dedicated and their designated purpose.

(k) Boundary lines and description of boundary lines of any areas other than streets and alleys which are to be dedicated or reserved for public use.

(l) The drawing of building lines and setbacks on plats is optional; however, if present, they shall be accompanied by a statement on the plat acknowledging building lines and setbacks drawn on the plat may change based on future zoning district changes.

(m) Name and address of developer, surveyor making the plat, and the owners of record at the time of submittal, plus any lien or mortgage holders of record at the time of submittal.

(n) Scale of plat (the scale to be shown graphically and in feet per inch), date, and north point.

(o) Statement dedicating all easements, lots or tracts, streets, and other public property, properly signed and acknowledged by appropriate persons, surveyors, certification, and other language as follows:

(1) Legal description. An accurate legal description of the property being subdivided.

(2) Dedication. The undersigned owners, mortgage, and/or lien holders of the property described herein have the same to be subdivided in the manner shown on this plat and said property shall hereafter be known as NAME OF SUBDIVISION. It shall be sufficient description of the lots on this plat to hereafter designate the same by the number appearing near the center of the lot followed by the block number appearing near the center of the respective blocks followed by the words: NAME OF SUBDIVISION.

An easement or license is hereby granted to the city to locate, construct, and maintain, and to authorize the location, construction, maintenance, and use of conduits, for all and any purpose, water, gas, and sewer mains, poles, wires, anchors, and appurtenances thereto, or any or all of them upon, under and along the strips of land outlined on this plat and designated "utility easement" or "U.E."

A "drainage easement" or "D.E." or license is also hereby granted to the city to locate, construct, and maintain, and to authorize the location, construction maintenance, and use of surface drainage ways and installations, and underground drainage conduits and appurtenances for drainage purposes on, under and along the strips of land outlined on this plat designated "drainage easement."

Streets shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

(Optional) Building and/or setback lines are hereby established as shown on this plat and no building front shall be built or otherwise located in front of or behind this line.

In testimony whereof, the undersigned have hereunto set their hands this ___ day of _____, 20 ___.

_____
Property Owner

_____
Property Owner

_____
Lien or Mortgage Holder

STATE OF NEBRASKA)
) SS.
COUNTY OF BOX BUTTE)

On this ___ day of _____, 20___ before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county and state the day and year last written above.

_____ Notary Public

My Commission expires:

_____

The foregoing plat was approved by the Planning Commission of the City of Alliance, Nebraska this ___ day of _____, 20 ___.

_____ Planning Commission Chair

The foregoing plat and dedication was approved and accepted by the City Council of the City of Alliance, Nebraska, this ___ day of _____, 20___.

_____ Ordinance Number

_____ Mayor

_____ City Clerk

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

Sec. 107-101 Limitations.

The city manager may approve further subdivision of existing lots and blocks whenever all required public improvements have been installed, no new dedication of public rights-of-way or easements is involved, and such subdivision complies with this Code's requirements concerning minimum areas and dimensions of such lots and blocks. This includes the authority to approve the combining of existing lots where such combination of lots fits the requirements of the municipal code. The City Manager may approve an administrative subdivision where all public improvements are not installed in cases such as rural subdivisions or in other circumstances the City Manager sees as beneficial and may require an infrastructure deferment agreement in such situations.

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

Sec. 107-148. Replat Limitations

A platted subdivision, addition, tract, lot, block, or any portion thereof, shall not be replatted more than twice before vacating the original plat, replats, and/or portions thereof; provided, however, that if such addition, tract, lot, or block as set forth in the original plat is no longer under common ownership, only the portion of the plat being replatted needs to be vacated.

Sec. 107-149. Restrictive covenants.

A copy of any proposed covenants shall be submitted with the final plat. Covenants in a proposed subdivision which do not assist orderly, efficient, integrated development, promote the public health, safety, and general welfare of the community, and ensure conformance of the subdivision plans with the capital improvements program or comprehensive plan may be grounds for disapproval of the final plat by the city council.

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

Sec. 107-150. Sidewalks.

Sidewalk construction shall be in accordance with the provisions in chapter 24 of the Alliance Municipal Code.

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

Sec. 107-151. Streets and alleys.

(a) *Alleys required.* Except in unusual circumstances, alleys or loading courts must be provided in business blocks and shall be required in all residential districts.

(b) *Alley intersection.* In case of intersecting "T," or angle-turn alleys, a cutoff shall be required of at least ten feet measured along each lot line, measured from the point of intersection of the alley lines.

(c) *Topography.* Streets must conform to existing topography as nearly as possible in order that drainage problems may be reduced. Streets shall, wherever possible, follow valleys so as to form a collection system for surface water. Surface drainage across residential lots or along the side or rear lot lines shall be avoided wherever possible. Where such drainage on residential lots is necessary, easements shall be provided and the city manager or designee may require installation of pipe, masonry or rip rap flumes, or such other protective devices in order that adjacent or surrounding property or the welfare of the public shall not be endangered and maintenance will be kept at a minimum. Streets with reverse curves shall have a tangent (or straight line) between curves.

(d) *Comprehensive plan.* Arrangement of major streets in the subdivision shall conform as nearly as possible to the comprehensive plan as adopted by the city and provision shall be made for the extension of major and secondary thoroughfares. Except for courts and cul-de-sacs, streets normally shall connect with streets already dedicated in adjoining unsubdivided tracts, or shall be reasonable projection of streets in the nearest subdivided tracts.

(e) *Grading.* All full width streets located entirely within the boundary of the subdivision, except primary and secondary thoroughfares, and collector streets as noted herein, shall be graded from the back of both curblines to the adjacent property lines, dependent upon the dedicated right-of-way to within six inches of the grade established by the city.

(f) *Residential streets.* Residential streets shall be so planned as to discourage their use by nonlocal traffic and provisions shall be made for adequate traffic circulation.

(g) *Residential cul-de-sacs.* Places, courts, or cul-de-sacs may be permitted where topography or other conditions justify their use. A turnabout shall be provided at the closed end with an outside radius of at least 60 feet and a right-of-way radius of not less than 50 feet. Such cul-de-sac street shall not exceed 300 feet from the radius point to the intersection of the adjacent street right-of-way.

(h) *Future subdivision.* When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the continuous location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision.

(i) *Intersection angle.* Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. The minimum angle of intersection of streets generally shall be 90 degrees.

(j) *Intersection offset.* Opposing streets shall either be directly across from each other or offset at least 150 feet from centerline to centerline.

(k) *Controlled access.* A frontage or service street may be required in subdivisions along a controlled access street or highway.

(l) *Half streets.* Dedication of half streets will not be approved except where such dedication will serve the public interest and the improvement of the entire street is ensured through irrevocable and timely agreements.

(m) *Width requirements.* For all public ways hereafter dedicated and accepted, the minimum right-of-way widths for streets, alleys, or pedestrian ways included in any subdivision shall not be less than the minimum dimensions for each classification as follows and shall be in accordance with the comprehensive plan for streets:

Minimum Street Right-of-Way and Roadway Width		
Right-of-Way Type	Right-of-way (feet)	To Back of Curb (feet)
Major Streets		
Major arterials	100	58
Other arterials	80	46
Collector	66	41
Minor Street		
Residential, single-family	66	41
Residential, multifamily, and other higher density	66	41
Commercial	66	41
Industrial	66	41

(Frontage or service streets without parking abutting major streets right-of-way)	40	28
Cul-de-sac Street	66	41
Cul-de-sac Radius	60	Ten feet less than the outside radius
Alley	20	16
Pedestrian ways	10	6

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

Secs. 107-152—107-160. Reserved.

Ordinance No. 2960

AN ORDINANCE REPEALING SECTION 109-48 OF THE ALLIANCE MUNICIPAL CODE; RENUMBERING SECTIONS OF CHAPTER 109 OF THE ALLIANCE MUNICIPAL CODE; AMENDING PORTIONS OF CHAPTER 109 OF THE ALLIANCE MUNICIPAL CODE, AS RENUMBERED; 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: Section 109-48. – R-5, Mobile Home Residential District of the City Code is repealed in its entirety.

SECTION 2: Sections 109-49, 109-50, 109-51, 109-52, 109-53, 109-54, 109-55, 109-56, and 109-57 of the City Code are renumbered to Sections 109-48, 109-49, 109-50, 109-51, 109-52, 109-53, 109-54, 109-55, and 109-56 of the City Code, respectively.

SECTION 3: Attached hereto and incorporated herein by reference is Exhibit A. Exhibit A includes the following amended sections of Chapter 109 of the City Code, as renumbered according to Section 2 of this Ordinance above: Sections 109-6, 109-21, 109-23, 109-41, 109-42, 109-43, 109-44, 109-45, 109-46, 109-47, 109-48, 109-49, 109-50, 109-51, 109-52, 109-53, and 109-54. Those sections of the City Code are repealed in their entirety and replaced with the sections as set forth in the attached Exhibit A.

SECTION 4: Section 109-55 and 109-56 of the City Code, as renumbered according to Section 2 of this Ordinance above, are not amended except to the extent of their renumbering.

SECTION 5. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date ofthis Ordinance.

SECTION 6. 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.

_____

Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 109 Proposed Amendments
(Note unchanged sections not included)

Sec. 109-6. Nonconforming uses and buildings.

(a) *Storage and signs.* The lawful use of a lot of record for storage purposes or advertising signs and which contains no buildings, and which use for storage or signs is not permitted by this Code, or by an amendment thereto, shall not be enlarged and shall be discontinued within five years from the date of the adoption of the ordinance from which this chapter is derived or any amendment thereto.

(b) *Continuance.* The use of a building, structure, or land, existing and lawful at the time of the adoption of this zoning ordinance, or at the time of an amendment to the zoning ordinance or zoning district map, may, except as provided in this section, be continued, although such use does not conform with provisions of the zoning ordinance or amendment; and such use may be extended throughout the same building if no structural alteration of such building is proposed or made for the purpose of such extension.

(c) *Change of use.* If no structural alterations are made, a nonconforming use of a building or lot may be changed to another nonconforming use of the same or lower classification, or to a conforming use; such use shall not thereafter return to a nonconforming use of a higher classification or, if said use was made to be conforming it may not return to a nonconforming use.

(d) *Discontinued.* In the event that a nonconforming use of any building or premises is discontinued or its normal operation stopped, for a period of 12 months, such right to the nonconforming use shall be forfeited and any future use of the building and premises shall conform to the zoning ordinance.

(e) *Destroyed or damaged.* When a nonconforming building or a building containing a nonconforming use is damaged by fire, explosion, act of God, or the public enemy to the extent of 75 percent or more of its fair market value, it shall not be restored, rebuilt, or repaired unless it is made to conform to the regulations of the district in which it is located. If a nonconforming building or building containing a nonconforming use is damaged by fire, explosion, act of God, or the public enemy to the extent of less than 75 percent of its fair market value, it may be restored, provided such restoration is completed within 12 months from the date of destruction and further provided that any necessary litigation shall not be counted as part of the 12 months allowed for restoration. ~~The board of adjustment may grant variances relative to restoring such buildings provided said variances are of a minor nature such as yard, height, or parking requirements and provided that the board, after public hearing, is convinced that property values in the neighborhood will not be jeopardized and that substantial justice will be done.~~

(f) *Enlarged.* A nonconforming use of a building may not be enlarged, extended, nor may the building be enlarged or altered unless such enlargement or alteration is made to conform to the regulations of the district in which it is located, provided, however, a use or building containing a nonconforming use may be enlarged or altered by variance from the board of adjustment after public hearing proving a hardship exists that meets the following requirements:

(1) Such use is a legal, preexisting, nonconforming use.

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity.

(3) The expansion will not be of substantial detriment to the adjacent property and the character of the district will not be changed.

(4) The hardship shall be distinguishable from variations for the purpose of convenience, profit, or caprice.

The structure shall not be enlarged an amount greater than 25 percent of its original ground coverage area. Once the structural additions reach 25 percent of the original ground coverage area, no further expansion shall be allowed.

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

State law reference(s)—Nonconforming uses, R.R.S. 1943, § 19-904.01.

Sec. 109-21. Zoning districts.

(a) *Districts established.* For the purpose of regulating and restricting the use of land and the erection, construction, reconstruction, alteration, moving or use of buildings, structures of land, all lands within the corporate limits of the city, and within the extraterritorial zoning jurisdiction, are hereby divided into 15 districts as follows:

Zoning	**District Name**
Ag	Agricultural District
RR	Rural Residential District
R-1	Low Density Residential District (Large Lot)
R-1a	Low Density Residential District (Small Lot)
R-2	Medium Density Residential District
R-3	Heavy Density Residential District
R-4	Mobile Home Residential District
C-O	Commercial Office District
C-1	Neighborhood Commercial District
C-2	Central Business District
C-3	Heavy Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-3	Railroad Industrial District
Overlay Districts	**District Name**
F	Flood Hazard District
G	Gateway District
P	Planned District

~~(b) *Planned districts.* Any of the zoning districts in subsection (a) of this section, except Ag and any overlay districts, may be supplemented by the addition of the letter "P" after the existing prefix "R," "C" or "M," such letter "P" denoting a planned district subject to the procedures set out in section 109-58.~~

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

State law reference(s)—Districts authorized, R.R.S. 1943, § 19-902.

Sec. 109-23 Amendments to the zoning district map or zoning ordinance.

Procedures for amendments shall be as follows:

(1) *Applications.* Application shall be made upon forms provided by the city and shall be duly filed with the city manager or designee at least 15 business days before the next regular meeting of the planning commission.

(2) *Fee.* An application fee shall accompany each application. The application fee shall be as established by the city council. Upon receipt of said application and fee, the city manager or designee shall note thereon the date of filing and make a permanent record thereof.

(3) *Public notice requirements.* Upon receipt of a complete application and fee, the city manager or designee shall provide adequate notification for the public hearing in accordance with Nebraska Revised Statutes.

(4) *Planning commission.* The planning commission shall hold a public hearing, ensure that the proposed amendment is consistent with the goals in the comprehensive plan, make findings of fact, and make a recommendation to the city council.

(5) *City council.* The city council shall hold a public hearing and take into consideration the planning commission's recommendations and findings. The council may make additional findings of fact before approval or disapproval of the proposed amendment or send it back to the Planning Commission for further discussion.

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

State law reference(s)—Zoning amendments, R.R.S. 1943, §§ 19-904, 19-904.1, 19-905, 19-915.

Sec. 109-41. District Ag, Agriculture.

(a) *Scope and intent.* The Ag, Agriculture District is intended to recognize the transition between agricultural uses of the land and the city. It encourages the continued use of that land which is suitable for agriculture and limit any land uses and lot subdivisions that may be a detriment to normal community expansion.

(b) *Permitted use.*

(1) Agriculture estate dwelling site in accordance with chapter 111, division 3.

(2) Farm/ranch.

(3) Grazing of livestock as part of a farm/ranch operation.

(4) Municipal buildings.

(5) One-family dwelling, including a manufactured home meeting the minimum requirements of manufactured homes placed on individually owned lots.

(6) Public parks and recreation facilities.

(7) Railroad right-of-way.

(8) Tree farm.

(c) *Conditional use.*

(1) Accessory dwelling unit in accordance with chapter 111, division 2..

(2) Airport and landing strip.

(3) Bed and breakfast.

(4) Billboard in accordance with chapter 111, division 19 and as allowed by state law.

(5) Cemetery.

(6) Crematory.

(7) Farmers market.

(8) Garbage disposal plant.

(9) Golf course, clubhouse, and other uses customarily accessory thereto.

(10) Gun clubs, skeet shoots, or target ranges.

(11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(12) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.

(13) Kennel.

(14) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel or similar materials.

(15) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(16) Riding stables and tracks.

(17) Recreational vehicle camping facilities.

(18) Sanitary landfill.

(19) Solar energy collector facility (commercial).

(20) Sugar beet loading and unloading facility.

(21) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.

(22) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(23) Veterinary clinic.

(d) *Accessory use.*

(1) Barn.

(2) Detached private garages and carports.

(3) Fences as permitted in chapter 111, division 7.

(4) Greenhouse

(5) Home occupation in conformance with chapter 111, division 11.

(6) Off-street parking and loading serving a principal use in conformance with chapter 111, division 13.

(7) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(8) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(9) Pavilion.

(10) Shed.

(11) Signs as permitted in chapter 111, division 19.

(12) Silo.

(13) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(14) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a principal use limited to 60 feet in height.

(15) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(16) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(17) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(18) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
10	150	50	-	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	25	10	50	-	700
Principal Building	50	25	10	50	-	-
Accessory Building	(b)	10	10	50	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Feeding restrictions.* Feedlots and confinement facilities are prohibited in the city zoning jurisdiction at any density greater than one animal unit per acre of land.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2935, § 1, 3-15-2022)

Sec. 109-42. R-R, Rural Residential District.

(a) *Scope and intent.* The R-R, Rural Residential District is intended to provide a transition from farming and ranching to low density residential development. This district is intended to accommodate larger residential tracts and accompanying agricultural uses that do not conflict with the low density residential developments.

(b) *Permitted uses.*

(1) Animals not exceeding a density of more than 1.0 animal unit per acre.

(2) Church.

(3) Colleges and universities.

(4) Crop production.

(5) Fire station.

(6) Library.

(7) Manufactured home in accordance with chapter 111, division 9.

(8) Municipal buildings.

(9) Museum.

(10) One-family dwelling meeting the requirements of section 111-162.

(11) Police station.

(12) Primary and secondary schools.

(13) Public parks and recreation facilities.

(14) Railroad right-of-way.

(c) *Conditional use.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Animals where the density of animal units exceeds the allowable standard described in this section or where any other animal unit condition not described in section 109-41 is proposed.

(4) Barber shop; single chair, appointment only.

(5) Bed and breakfast.

(6) Cemetery.

(7) Day care center.

(8) Dormitory.

(9) Funeral home.

(10) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(11) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to *mental health substance use treatment centers.*

(12) Hair salon; single chair, appointment only.

(13) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(14) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(15) Preschool.

(16) School stadium.

(17) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Barn.

(2) Detached structures as permitted in chapter 111, division 15.

(3) Fences as permitted in chapter 111, division 7.

(4) Home occupation in conformance with chapter 111, division 11.

(5) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Shed.

(10) Signs as permitted in chapter 111, division 19.

(11) Silo.

(12) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21

(13) Stable, private.

(14) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(15) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(16) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(17) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(18) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
2.5	150	35	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	50	15	50	-	700
Principal Building	50	50	15	50	-	-
Accessory Building	(b)	5	5	(c)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

c. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be five feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

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

Sec. 109-43. R-1, Low Density Residential District.

(a) *Scope and intent.* The R-1, Low Density Residential District is intended to provide a zone consisting primarily of one-family dwellings but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district is intended to accommodate recent and new subdivisions of the city with larger lot sizes and greater setbacks.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured home in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to *mental health substance use treatment centers*.

(10) Hair salon; single chair, appointment only.

(11) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(12) Preschool.

(13) School stadium.

(14) Two-family dwelling meeting the requirements of section 111-162.

(15) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupation as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Two-Family Dwelling	7000 (b)	40	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (c)	5	15	(d)	1000
Two-Family Dwelling	25	25 (c)	5 (e)	15	(d)	750 Per Unit
Principal Building	25	25 (c)	5	15	(d)	-
Accessory Building	(f)	5	5	(g)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

d. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

e. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

f. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

g. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be five feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

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

Sec. 109-44. R-1a, Low Density Residential District.

(a) *Scope and intent.* The R-1a, Low Density Residential District is intended to provide a zone consisting primarily of one-family dwellings but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district is intended to accommodate older neighborhoods in the core of the community typically developed with smaller lot sizes and shorter setbacks.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured home in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Multiple family dwelling meeting the design requirements of section 111-162 located on corner lots.

(12) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(13) Preschool.

(14) School stadium.

(15) Two-family dwelling meeting the requirements of section 111-162.

(16) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	6000	40	40	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
All Others	6000	40	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25(c)	25 (d)	3	15	(e)	700
Two-Family Dwelling	25(c)	25 (d)	3 (f)	15	(e)	600 Per Unit
Principal Building	25(c)	25 (d)	3	15	(e)	-
Accessory Building	(g)	5	3	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. Front setbacks and building lines in Belmont Addition and Duncan's North Side Residence Tracts, as well as any replats thereof, shall be 20'; unless the principal structures on the same side of the same street were developed with a 25' setback, the setback shall be 25'.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

f. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater or as otherwise provided for in code.

h. Accessory building side street setbacks shall be contingent on the following.

1. If located more than 75 feet from the front lot line, the setback shall be five feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

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

Sec. 109-45. R-2, Medium Density Residential District.

(a) *Scope and intent.* The R-2, Medium Density Residential District is intended to provide a zone consisting primarily of one-family dwellings and two-family dwellings, but may have recreational, religious, and educational facilities to create a balanced neighborhood.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured homes in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(13) Two-family dwelling meeting the requirements of section 111-162.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling units in accordance with Chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group homes. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Multifamily dwelling meeting the requirements of section 111-162.

(12) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(13) Preschool.

(14) School stadium.

(15) Townhouses.

(16) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Townhouse	2500	25	60	35	10 (a)

Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
Multi-Family Dwelling	7000 (c)	50	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (d)	5	15	(e)	700
Townhouse	25	25 (d)	5 (f)	15	(e)	600
Two-Family Dwelling	25	25 (d)	5 (f)	15	(e)	600 Per Unit
Multifamily Dwelling	25	25 (d)	5	15	-	500 Per Unit
Principal Building	25	25 (d)	5	15	-	-
Accessory Building	(g)	5	5	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to $3500ft^2$ in situations where each half of a two family dwelling sits on its own lot.

c. The minimum lot size shall be $7000ft^2$ or a minimum of $2000ft^2$ per dwelling unit, whichever is greater.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback or as otherwise provided for in Code.

f. Two-family dwellings and townhouses constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along the shared lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

h. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

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

Sec. 109-46. R-3, High Density Residential District.

(a) *Scope and intent.* The R-3, High Density Residential District is intended to provide a zone consisting primarily of medium and high density housing, but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district should be located on corner lots and in locations where it will provide a transition from low density housing to higher intensity land uses.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

~~(3) Convalescent home.~~

(3) Dormitory.

(4) Fire station.

(5) Library.

(6) Manufactured home in accordance with chapter 111, division 9.

(7) Multiple family dwelling meeting the design requirements of section 111-162.

(8) Municipal buildings.

(9) Museum.

(10) Nursing home.

(11) One-family dwelling meeting the design requirements of section 111-162.

(12) Police station.

(13) Primary and secondary schools.

(14) Public parks and recreation facilities.

(15) Railroad right-of-way.

(16) Townhouse.

(17) Two-family dwelling meeting the design requirements of section 111-162.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling units in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Boardinghouse.

(6) Cluster housing.

(7) Condominium.

(8) Day care center.

(9) Fraternity or sorority house.

(10) Funeral home.

(11) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(12) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(13) Hair salon; single chair, appointment only.

(14) Mental health substance use treatment center

(15) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(16) Preschool.

(17) School stadium.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Townhouse	2500	25	60	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
Multi-Family Dwelling	7000 (c)	50	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (d)	5	15	(e)	700
Townhouse	25	25 (d)	5 (f)	15	(e)	600
Two-Family Dwelling	25	25 (d)	5 (f)	15	(e)	600 Per Unit
Multifamily Dwelling	25	25 (d)	5	15	-	500 Per Unit
Principal Building	25	25 (d)	5	15	-	-
Accessory Building	(g)	5	5	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. The minimum lot size shall be 7000ft^2 or a minimum of 2000ft^2 per dwelling unit, whichever is greater.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback or as otherwise provided for in Code.

f. Two-family dwellings and townhouses constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along the shared lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

h. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

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

Sec. 109-47. R-4, Atypical Housing Residential District.

(a) *Scope and intent.* The R-4, Atypical Housing Residential District is intended to provide a zone for the location of manufactured homes, tiny homes, and ISO container homes in the same manner as one-family dwelling residential subdivisions, and manufactured home parks meeting minimum qualifications. It may also have recreational, religious, and educational facilities to create a balanced neighborhood.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) ISO container home in a planned zoning district.

(5) Library.

(6) Manufactured home on individually owned lots in a planned zoning district.

(7) Municipal buildings.

(8) Museum.

(9) One-family dwelling meeting the requirements of section 111-162.

(10) Police station.

(11) Primary and secondary schools.

(12) Public parks and recreation facilities.

(13) Railroad right-of-way.

(14) Tiny home in a planned zoning district.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(12) Manufactured Home Park.

(13) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(14) Preschool.

(15) School stadium.

(16) Two-family dwelling.

(17) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Buildings, facilities, and uses customarily incidental to the operation of a manufactured home park.

(2) Detached structures as permitted in chapter 111, division 15.

(3) Fences as permitted in chapter 111, division 7.

(4) Home occupations as permitted in chapter 111, division 11.

(5) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(13) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)

One-Family Dwelling	4000	50	50	35	10 (a)
Manufactured Home	4000	40	50	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
All Others	6000	50	50	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	20	20 (c)	3	15	(d)	700
Two-Family Dwelling	20	20 (c)	3 (e)	15	(d)	600 Per Unit
Principal Building	20	20 (c)	3	15	(d)	-
Accessory Building	(f)	5	3	(g)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

d. The required front building line shall be 20 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

e. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

f. Twenty feet or the building line of the dwelling/principal building, whichever is greater.

g. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Atypical homes on individually owned lots.*

(1) *Foundation required.* All manufactured homes, tiny homes, ISO container homes, and sectionalized unit homes, shall be placed upon basements or permanent perimeter foundations complying with the city's building code.

(2) *Utilities.* All lots in this district shall have independently metered connections to city utilities.

(3) *Minimum dwelling size.*

Tiny Home	All Other Atypical Housing			
(ft^2)	One Bedroom (Ft^2)	Two Bedroom (Ft^2)	Three Bedroom (Ft^2)	Four Bedroom (Ft^2)
150	380	500	600	1,000

(4) *Zoning district size:* Minimum of contiguous 217,800 square feet (five acres).

(g) *Manufactured home park requirements.*

(1) All Conditional Use Permit applications for manufactured home parks, shall be accompanied by plans showing the location of proposed property lines, lot dimensions, road system layout, home sites, utility lines, and other such improvements incidental to the manufactured home park.

(2) Drainage. All areas of the manufactured home park shall be graded and maintained in such a manner that runoff will not accumulate except in designated retention or detention areas.

(3) Minimum dwelling size.

One Bedroom (Ft^2)	Two Bedroom (Ft^2)	Three Bedroom (Ft^2)	Four Bedroom (Ft^2)
380	500	600	1,000

(4) Minimum lot size. The minimum area of a manufactured home site in a manufactured home park shall be 4,000 square feet.

(5) Minimum park size. 217,800 square feet (five acres) with a minimum of ten sites.

(6) Parking: All manufactured home sites shall be required to provide a minimum of one off street parking space for one through three bedroom homes, and two off street parking spaces for four or more bedroom homes.

(7) Separation and setbacks including accessory structures (excluding the hitch tongue).

(Side to Side Feet)	End to Side (Feet)	End to End (Feet)	From Exterior Lot Line (Feet)
10	8	6	20*

* Manufactured home parks in existence as of April 15, 2019, with homes encroaching upon the required exterior lot line setbacks shall be allowed to continue to encroach into said setback; however, any expansion or alteration of the manufactured home park shall comply with the required exterior lot line setbacks. Alterations shall include the reconstruction or moving of park utilities, reorganizing of manufactured home sites, and other similar activities.

(8) Sidewalks. Sidewalks shall be required along all public streets and constructed in accordance with city code.

(9) Skirting. The entire undercarriage and wheel assembly shall be screened from the view by means of a nonflammable skirting material that shall extend from the manufactured home pad to the floor level.

(10) Tie downs. Manufactured homes may be placed upon basements or permanent foundations, or, at a minimum, shall meet tie-down, anchorage, pier, and footing requirements of the manufactured home manufacturer.

(11) Transportation.

a. The design of private streets serving manufactured home parks shall conform to all minimum street paving and width standards, and shall have proper curb and gutter design.

b. Entrances to a manufactured home park shall have direct connections to an improved public street and shall be designed to allow free movement of traffic on any adjacent public street.

c. Private streets shall be maintained by the owner and kept in usable condition at all times.

(12) Utilities. Park utilities shall be approved by the department or company that supplies the utility service. Maintenance of the utilities shall be the responsibility of the park owner or park operator. Work on park utilities shall be performed by a licensed contractor and in accordance with city codes.

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

Sec. 109-48. C-O, Commercial Office District.

(a) *Scope and intent.* The C-O, Commercial Office District is intended to provide a zone for the conduct of low impact commercial, office, and health service uses. The low impact developments within this zone are viewed as an ideal transition between residential zoning and heavier commercial or industrial zoning.

(b) *Permitted uses.*

(1) Business offices.

(2) Church.

(3) Colleges and universities.

(4) Day care center.

(5) Fire station.

(6) Health care practitioner facility.

(7) Health clinic.

(8) Library.

(9) Mental health substance use treatment center

(10) Municipal buildings.

(11) Museum.

(12) Police station.

(13) Preschool.

(14) Primary and secondary schools.

(15) Public parks and recreation facilities.

(16) Railroad right-of-way.

(c) *Conditional uses.*

(1) Barbershop.

(2) Clubs and fraternal organizations.

(3) Dwellings above and below the ground floor.

(4) Funeral home.

(5) Hair salon.

(6) Hospital.

(7) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(8) Pharmacy.

(9) School stadium.

(10) Towers, telecommunications facilities, and antennas in accordance with chapter 111, division 5.

(11) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot. No equipment, material, or vehicle shall be stored outside a building in this district.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	35	10(a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	

Principal Building	25	25 (b)	(c)	15	-
Accessory Building	25	5	(c)	15	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

c. There shall be a side yard on each interior side of a building not less than ten percent of the width of the lot; except that such side yard shall not be less than 5 feet and need not be more than 10 feet.

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

Sec. 109-49. C-1, Neighborhood Commercial District.

(a) *Scope and intent.* The C-1, Neighborhood Commercial District is intended to provide a zone for the conduct of low impact commercial uses that are solely intended to support the convenience of residents and activity carried on within a residential neighborhood. Developments of this type are ideally placed along, or at the intersection, of arterial streets located primarily in residential neighborhoods, or placed as a transition between residential zoning and heavier commercial or industrial zoning.

(b) *Permitted uses.*

(1) Barbershop.

(2) Business offices.

(3) Church.

(4) Colleges and universities.

(5) Convenience food stores.

(6) Day care center.

(7) Fire station.

(8) Funeral home.

(9) Hair salon.

(10) Healthcare practitioner facility.

(11) Library.

(12) Municipal buildings.

(13) Museum

(14) Pharmacy.

(15) Police station.

(16) Preschool.

(17) Primary and secondary schools.

(18) Public parks and recreation facilities.

(19) Railroad right-of-way.

(c) *Conditional uses.*

(1) Clubs and fraternal organizations.

(2) Commercial storage units.

(3) Dwellings above and below the ground floor.

(4) Group home.

(5) Health clinic.

(6) Hospital.

(7) Mental health substance use treatment center.

(8) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(9) Radio studio.

(10) School stadium.

(11) Towers, telecommunications facilities, and antennas in accordance with chapter 111 division 5.

(12) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot. No equipment, material, or vehicle shall be stored outside a building in this district except as otherwise provided for below.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	35	10(a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	25	25 (b)	(c)	15	-
Accessory Building	25	5	(c)	15	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

c. There shall be a side yard on each interior side of a building not less than ten percent of the width of the lot; except that such side yard shall not be less than 5 feet and need not be more than 10 feet.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Supplemental requirements.* The following standards shall not be exceeded by any use in this district:

(1) No merchandise or equipment shall be stored or displayed outside a building except as follows:

a. Christmas trees and shrubs for sale may be displayed outside a building.

b. Gasoline and other motor vehicle fuels may be dispensed at retail to consumers outside a convenience food store.

(2) No noise, smoke, radiation, vibration, concussion, heat, or glare shall be produced that is perceptible outside a building and no dust, fly ash, or gas that is toxic, caustic, or obviously injurious to humans or property shall be produced.

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

Sec. 109-50. C-2, Central Business District.

(a) *Scope and intent.* The C-2, Central Business District is intended to provide a zone that accommodates low impact retail and service businesses in those areas of the community that were traditionally developed with no building setback requirements.

(b) *Permitted uses.*

(1) Art gallery.

(2) Bakery.

(3) Banks and credit unions.

(4) Bars and saloons.

(5) Barber shop.

(6) Building supply stores with indoor display and storage only.

(7) Business offices.

(8) Café.

(9) Church.

(10) Clubs and fraternal organizations.

(11) Colleges and universities.

(12) Confectionary store.

(13) Convenience food stores.

(14) Day care center.

(15) Dry cleaners and laundries.

(16) Dwellings above and below the ground floor.

(17) Fire station.

(18) Funeral home.

(19) Hair salon.

(20) Health care practitioner facility.

(21) Health clinic.

(22) Hotels, motels, and other lodging facilities.

(23) Library.

(24) Meat market.

(25) Municipal buildings.

(26) Museum

(27) Nail salon.

(28) Parking lots.

(29) Pharmacy.

(30) Police station.

(31) Preschool.

(32) Primary and secondary schools.

(33) Printers and newspapers.

(34) Public parks and recreation facilities.

(35) Pubs.

(36) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(37) Restaurants.

(38) Retail sales establishments.

(39) Spa.

(40) Theaters (indoor).

(41) Wholesale establishments.

(c) *Conditional uses.*

(1) Automobile dealer lots.

(2) Commercial recreation establishments.

(3) Commercial storage units.

(4) Community garage.

(5) Craft production facilities.

(6) Filling station.

(7) Group home.

(8) Hospital.

(9) Light manufacturing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(10) Mental health substance use treatment center.

(11) One family dwelling on the ground floor provided it shall be located in the rear of the building and occupy no more than 30% of the ground floor area.

(12) Repair garage.

(13) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(14) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	0	a	0	0	-
Accessory Building	0	a	0	0	-

a. No rear yard is required if adjacent to an alley or railroad right of way, otherwise 10 feet.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 3, 4-7-2020)

Sec. 109-51. C-3, Heavy Commercial District.

(a) *Scope and intent.* The C-3, Heavy Commercial District is intended to provide a zone that accommodates more intense commercial businesses that require direct access to highways and primary transportation thoroughfares due to the volume of traffic they generate.

(b) *Permitted uses.*

(1) Art gallery.

(2) Auction house.

(3) Automobile washing facilities.

(4) Bakery.

(5) Banks and credit unions.

(6) Bars and saloons.

(7) Barber shop.

(8) Boat dealership.

(9) Building supply stores provided any outside storage is located in the rear or side yard.

(10) Business offices.

(11) Café.

(12) Church.

(13) Clubs and fraternal organizations.

(14) Colleges and universities.

(15) Commercial recreation establishments.

(16) Commercial storage units.

(17) Community garage.

(18) Confectionary store.

(19) Contractor offices provided any outside storage is located in the rear or side yard and screened from view.

(20) Convenience food stores.

(21) Craft production facility.

(22) Day care center.

(23) Dry cleaners and laundries.

(24) Dwellings above and below the ground floor.

(25) Filling station.

(26) Fire station.

(27) Funeral home.

(28) Hair salon.

(29) Health care practitioner facility.

(30) Health clinic.

(31) Hotels, motels, and other lodging facilities.

(32) Kennel.

(33) Library.

(34) Meat market.

(35) Mental health substance use treatment center.

(36) Municipal buildings.

(37) Nail salon.

(38) Parcel services.

(39) Parking lots.

(40) Pharmacy.

(41) Police station.

(42) Preschool.

(43) Primary and secondary schools.

(44) Printers and newspapers.

(45) Public parks and recreation facilities.

(46) Pubs.

(47) Railroad right-of-way.

(48) Repair garage.

(49) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(50) Restaurants.

(51) Retail sales establishments.

(52) Spa.

(53) Theaters (indoor).

(54) Used vehicle lot.

(55) Vehicle dealership.

(56) Veterinary clinic.

(57) Wholesale establishments.

(c) *Conditional uses.*

(1) Amusement parks.

(2) Animal shelter.

(3) Apartment hotel.

(4) Brewery.

(5) Butcher shop.

(6) Cemeteries including mausoleums and crematories.

(7) Commercial stadiums.

(8) Distillery.

(9) Drive-in theater.

(10) Golf course.

(11) Gun clubs, skeet shoots, and target ranges.

(12) Hospital.

(13) Light manufacturing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(14) One family dwelling on the ground floor provided it shall be located in the rear of the building and occupy no more than 30% of the ground floor area.

(15) Recreational vehicle camping facilities.

(16) Riding stable.

(17) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(19) Vehicle storage yards but not junk or salvage yards.

(20) Warehousing and distribution.

(21) Winery.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	15	(a)	(b)	15	-
Accessory Building	15	(a)	(b)	15	-

a. No rear yard is required if the rear is adjacent to an alley or railroad right of way, otherwise a rear yard of not less than 7 feet shall be required.

b. No side yard is required except where a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 7 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 4, 4-7-2020)

Sec. 109-52. M-1, Light Industrial District.

(a) *Scope and intent.* The M-1, Light Industrial District is intended to accommodate most assembly, fabricating, and processing activities which would generally not be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke, and other land uses deemed generally to be more intense than those found in commercial districts.

(b) *Permitted uses.*

(1) Auction house.

(2) Bakery.

(3) Building supply store.

(4) Brewery.

(5) Commercial storage units.

(6) Community garage.

(7) Craft production facilities.

(8) Distillery.

(9) Filling station.

(10) Fire station.

(11) Freight terminals.

(12) Manufacturing, processing, fabrication, or assembling of commodities.

(13) Municipal buildings.

(14) Office.

(15) Parcel services.

(16) Parking lots.

(17) Police station.

(18) Printers and newspapers.

(19) Railroad right-of-way.

(20) Repair garage.

(21) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(22) Vehicle washing facility.

(23) Warehousing and storage of commodities.

(24) Wholesale establishment.

(25) Winery.

(c) *Conditional uses.*

(1) Animal shelter.

(2) Butcher shop.

(3) Kennel.

(4) Solar energy collector facilities (commercial).

(5) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(6) Vehicle storage yard but not junkyards.

(7) Veterinary clinic.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	25	15	(a)	15	-
Accessory Building	25	15	(a)	15	-

a. A side yard of no less than 5 feet shall be provided except where a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Location.* All operations shall be conducted within a fully enclosed building or screened yard.

(2) *Emissions.* Smoke or particulate matter shall not be perceptible at the property line. Dust, fly ash, radiation, gases, heat, glare or other effects which are obviously injurious to humans or property at the property line shall be prohibited.

(3) *Noise level.* The noise level shall not exceed 70 dB at any point along the property line.

(4) *Storage.* All storage of materials, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(5) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall

be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 5, 4-7-2020)

Sec. 109-53. M-2, Heavy Industrial District.

(a) *Scope and intent.* This section applies to district M-2. The M-2, Heavy Industrial District is intended to accommodate assembly, fabricating, and processing activities which could generate vibration, noise, dust, fumes, gas, odor, or smoke. However, no activities that by nature of their operation would be detrimental to the general health, safety and welfare of the general public will be permitted.

(b) *Permitted uses.*

(1) Animal shelter.

(2) Auction house.

(3) Bakery.

(4) Building supply store.

(5) Brewery.

(6) Cold storage facility.

(7) Commercial storage units.

(8) Community garage.

(9) Craft production facilities.

(10) Distillery.

(11) Dry cleaners and laundries.

(12) Filling station.

(13) Fire station.

(14) Freight terminals.

(15) Grain elevators.

(16) Kennel.

(17) Machine shop.

(18) Manufacturing, processing, fabrication, or assembling of commodities.

(19) Municipal buildings.

(20) Offices.

(21) Parcel services.

(22) Parking lots.

(23) Police station.

(24) Printers and newspapers.

(25) Railroad right-of-way.

(26) Repair garage.

(27) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(28) Vehicle washing facility.

(29) Vehicle storage yard.

(30) Veterinary clinic.

(31) Warehousing and storage of commodities.

(32) Wholesale establishment.

(33) Winery.

(c) *Conditional uses.*

(1) Adult bookstore.

(2) Adult theater.

(3) Butcher shop.

(4) Garbage disposal plant.

(5) Gun clubs, skeet shoots, or target ranges.

(6) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.

(7) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel, or similar materials.

(8) Packing plant.

(9) Rendering.

(10) Sanitary landfill.

(11) Slaughterhouses and associated stockyards.

(12) Solar energy collector facilities (commercial).

(13) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(14) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	a	b	c	15	-
Accessory Building	a	b	c	15	-

a. There shall be a 15 foot setback; however, a setback of no less than 50 feet shall be required along all federal and state highways, and county roads.

b. No rear yard is required if the rear of the property is adjacent to an alley or rail right-of-way, otherwise there shall be a 15 foot setback.

c. No side yard is required provided all fire code minimum separation requirements are met. Where fire separation requirements are not met or if a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Emissions.* Smoke, dust, particulate matter, odor, heat, or other effects shall not be produced which will be obviously harmful or injurious to humans or property beyond the property line and shall meet minimum state department of environmental control air quality standards.

(2) *Noise level.* The noise level shall not exceed 80 dB at any point along the property line.

(3) *Storage.* All storage of material, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(4) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2901, § 6, 4-7-2020)

Sec. 109-54. M-3, Railroad Industrial District.

(a) *Scope and intent.* This section applies to district M-3. The M-3, Railroad Industrial District is intended to accommodate activities and businesses associated with the operation of the railroad industry.

(b) *Permitted uses.*

(1) Freight terminal.

(2) Grain elevators.

(2) Municipal buildings.

(3) Offices.

(4) Rail yards.

(5) Railroad repair facilities.

(6) Railroad right-of-way.

(7) Rail car loading and unloading facilities.

(8) Storage of railroad building materials and supplies such as ties, rail, etc.

(9) Warehousing and storage of commodities.

(c) *Conditional uses.*

(1) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(d) *Accessory uses.*

~~(1) Apartment for the custodian of a building housing a principal use.~~

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	a	b	c	15	-
Accessory Building	a	b	c	15	-

a. There shall be a 15 foot setback; however, a setback of no less than 50 feet shall be required along all federal and state highways, and county roads.

b. No rear yard is required if the rear of the property is adjacent to an alley or rail right-of-way, otherwise there shall be a 15 foot setback.

c. No side yard is required provided all fire code minimum separation requirements are met. Where fire separation requirements are not met or if a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Emissions.* Smoke, dust, particulate matter, odor, heat, or other effects shall not be produced which will be obviously harmful or injurious to humans or property beyond the property line and shall meet minimum state department of environmental quality air quality standards.

(2) *Noise level.* The noise level shall not exceed 80 dB at any point along the property line.

(3) *Storage.* All storage of material, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(4) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

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

Sec. 109-6. Nonconforming uses and buildings.

(a) *Storage and signs.* The lawful use of a lot of record for storage purposes or advertising signs and which contains no buildings, and which use for storage or signs is not permitted by this Code, or by an amendment thereto, shall not be enlarged and shall be discontinued within five years from the date of the adoption of the ordinance from which this chapter is derived or any amendment thereto.

(b) *Continuance.* The use of a building, structure, or land, existing and lawful at the time of the adoption of this zoning ordinance, or at the time of an amendment to the zoning ordinance or zoning district map, may, except as provided in this section, be continued, although such use does not conform with provisions of the zoning ordinance or amendment; and such use may be extended throughout the same building if no structural alteration of such building is proposed or made for the purpose of such extension.

(c) *Change of use.* If no structural alterations are made, a nonconforming use of a building or lot may be changed to another nonconforming use of the same or lower classification, or to a conforming use; such use shall not thereafter return to a nonconforming use of a higher classification or, if said use was made to be conforming it may not return to a nonconforming use.

(d) *Discontinued.* In the event that a nonconforming use of any building or premises is discontinued or its normal operation stopped, for a period of 12 months, such right to the nonconforming use shall be forfeited and any future use of the building and premises shall conform to the zoning ordinance.

(e) *Destroyed or damaged.* When a nonconforming building or a building containing a nonconforming use is damaged by fire, explosion, act of God, or the public enemy to the extent of 75 percent or more of its fair market value, it shall not be restored, rebuilt, or repaired unless it is made to conform to the regulations of the district in which it is located. If a nonconforming building or building containing a nonconforming use is damaged by fire, explosion, act of God, or the public enemy to the extent of less than 75 percent of its fair market value, it may be restored, provided such restoration is completed within 12 months from the date of destruction and further provided that any necessary litigation shall not be counted as part of the 12 months allowed for restoration.

(f) *Enlarged.* A nonconforming use of a building may not be enlarged, extended, nor may the building be enlarged or altered unless such enlargement or alteration is made to conform to the regulations of the district in which it is located, provided, however, a use or building containing a nonconforming use may be enlarged or altered by variance from the board of adjustment after public hearing proving a hardship exists that meets the following requirements:

(1) Such use is a legal, preexisting, nonconforming use.

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity.

(3) The expansion will not be of substantial detriment to the adjacent property and the character of the district will not be changed.

(4) The hardship shall be distinguishable from variations for the purpose of convenience, profit, or caprice.

The structure shall not be enlarged an amount greater than 25 percent of its original ground coverage area. Once the structural additions reach 25 percent of the original ground coverage area, no further expansion shall be allowed.

Sec. 109-21. Zoning districts.

(a) *Districts established.* For the purpose of regulating and restricting the use of land and the erection, construction, reconstruction, alteration, moving or use of buildings, structures of land, all lands within the corporate limits of the city, and within the extraterritorial zoning jurisdiction, are hereby divided into 15 districts as follows:

Zoning	**District Name**
Ag	Agricultural District
RR	Rural Residential District
R-1	Low Density Residential District (Large Lot)
R-1a	Low Density Residential District (Small Lot)
R-2	Medium Density Residential District
R-3	Heavy Density Residential District
R-4	Mobile Home Residential District
C-O	Commercial Office District
C-1	Neighborhood Commercial District
C-2	Central Business District
C-3	Heavy Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-3	Railroad Industrial District
Overlay Districts	**District Name**
F	Flood Hazard District
G	Gateway District
P	Planned District

Sec. 109-23 Amendments to the zoning district map or zoning ordinance.

Procedures for amendments shall be as follows:

(1) *Applications.* Application shall be made upon forms provided by the city and shall be duly filed with the city manager or designee at least 15 business days before the next regular meeting of the planning commission.

(2) *Fee.* An application fee shall accompany each application. The application fee shall be as established by the city council. Upon receipt of said application and fee, the city manager or designee shall note thereon the date of filing and make a permanent record thereof.

(3) *Public notice requirements.* Upon receipt of a complete application and fee, the city manager or designee shall provide adequate notification for the public hearing in accordance with Nebraska Revised Statutes.

(4) *Planning commission.* The planning commission shall hold a public hearing, ensure that the proposed amendment is consistent with the goals in the comprehensive plan, make findings of fact, and make a recommendation to the city council.

(5) *City council.* The city council shall hold a public hearing and take into consideration the planning commission's recommendations and findings. The council may make additional findings of fact before approval or disapproval of the proposed amendment or send it back to the Planning Commission for further discussion.

Sec. 109-41. District Ag, Agriculture.

(a) *Scope and intent.* The Ag, Agriculture District is intended to recognize the transition between agricultural uses of the land and the city. It encourages the continued use of that land which is suitable for agriculture and limit any land uses and lot subdivisions that may be a detriment to normal community expansion.

(b) *Permitted use.*

(1) Agriculture estate dwelling site in accordance with chapter 111, division 3.

(2) Farm/ranch.

(3) Grazing of livestock as part of a farm/ranch operation.

(4) Municipal buildings.

(5) One-family dwelling, including a manufactured home meeting the minimum requirements of manufactured homes placed on individually owned lots.

(6) Public parks and recreation facilities.

(7) Railroad right-of-way.

(8) Tree farm.

(c) *Conditional use.*

(1) Accessory dwelling unit in accordance with chapter 111, division 2..

(2) Airport and landing strip.

(3) Bed and breakfast.

(4) Billboard in accordance with chapter 111, division 19 and as allowed by state law.

(5) Cemetery.

(6) Crematory.

(7) Farmers market.

(8) Garbage disposal plant.

(9) Golf course, clubhouse, and other uses customarily accessory thereto.

(10) Gun clubs, skeet shoots, or target ranges.

(11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(12) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.

(13) Kennel.

(14) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel or similar materials.

(15) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(16) Riding stables and tracks.

(17) Recreational vehicle camping facilities.

(18) Sanitary landfill.

(19) Solar energy collector facility (commercial).

(20) Sugar beet loading and unloading facility.

(21) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.

(22) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(23) Veterinary clinic.

(d) *Accessory use.*

(1) Barn.

(2) Detached private garages and carports.

(3) Fences as permitted in chapter 111, division 7.

(4) Greenhouse

(5) Home occupation in conformance with chapter 111, division 11.

(6) Off-street parking and loading serving a principal use in conformance with chapter 111, division 13.

(7) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(8) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(9) Pavilion.

(10) Shed.

(11) Signs as permitted in chapter 111, division 19.

(12) Silo.

(13) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(14) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a principal use limited to 60 feet in height.

(15) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(16) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(17) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(18) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
10	150	50	-	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	25	10	50	-	700
Principal Building	50	25	10	50	-	-
Accessory Building	(b)	10	10	50	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Feeding restrictions.* Feedlots and confinement facilities are prohibited in the city zoning jurisdiction at any density greater than one animal unit per acre of land.

Sec. 109-42. R-R, Rural Residential District.

(a) *Scope and intent.* The R-R, Rural Residential District is intended to provide a transition from farming and ranching to low density residential development. This district is intended to accommodate larger residential tracts and accompanying agricultural uses that do not conflict with the low density residential developments.

(b) *Permitted uses.*

(1) Animals not exceeding a density of more than 1.0 animal unit per acre.

(2) Church.

(3) Colleges and universities.

(4) Crop production.

(5) Fire station.

(6) Library.

(7) Manufactured home in accordance with chapter 111, division 9.

(8) Municipal buildings.

(9) Museum.

(10) One-family dwelling meeting the requirements of section 111-162.

(11) Police station.

(12) Primary and secondary schools.

(13) Public parks and recreation facilities.

(14) Railroad right-of-way.

(c) *Conditional use.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Animals where the density of animal units exceeds the allowable standard described in this section or where any other animal unit condition not described in section 109-41 is proposed.

(4) Barber shop; single chair, appointment only.

(5) Bed and breakfast.

(6) Cemetery.

(7) Day care center.

(8) Dormitory.

(9) Funeral home.

(10) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(11) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to *mental health substance use treatment centers*.

(12) Hair salon; single chair, appointment only.

(13) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(14) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(15) Preschool.

(16) School stadium.

(17) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Barn.

(2) Detached structures as permitted in chapter 111, division 15.

(3) Fences as permitted in chapter 111, division 7.

(4) Home occupation in conformance with chapter 111, division 11.

(5) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Shed.

(10) Signs as permitted in chapter 111, division 19.

(11) Silo.

(12) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21

(13) Stable, private.

(14) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(15) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(16) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(17) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(18) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
2.5	150	35	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	50	15	50	-	700
Principal Building	50	50	15	50	-	-
Accessory Building	(b)	5	5	(c)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

c. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be five feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-43. R-1, Low Density Residential District.

(a) *Scope and intent.* The R-1, Low Density Residential District is intended to provide a zone consisting primarily of one-family dwellings but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district is intended to accommodate recent and new subdivisions of the city with larger lot sizes and greater setbacks.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured home in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to *mental health substance use treatment centers*.

(10) Hair salon; single chair, appointment only.

(11) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(12) Preschool.

(13) School stadium.

(14) Two-family dwelling meeting the requirements of section 111-162.

(15) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupation as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Two-Family Dwelling	7000 (b)	40	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (c)	5	15	(d)	1000
Two-Family Dwelling	25	25 (c)	5 (e)	15	(d)	750 Per Unit
Principal Building	25	25 (c)	5	15	(d)	-
Accessory Building	(f)	5	5	(g)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

d. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

e. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

f. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

g. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be five feet.
2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.
3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-44. R-1a, Low Density Residential District.

(a) *Scope and intent.* The R-1a, Low Density Residential District is intended to provide a zone consisting primarily of one-family dwellings but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district is intended to accommodate older neighborhoods in the core of the community typically developed with smaller lot sizes and shorter setbacks.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured home in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Multiple family dwelling meeting the design requirements of section 111-162 located on corner lots.

(12) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(13) Preschool.

(14) School stadium.

(15) Two-family dwelling meeting the requirements of section 111-162.

(16) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	6000	40	40	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
All Others	6000	40	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25(c)	25 (d)	3	15	(e)	700
Two-Family Dwelling	25(c)	25 (d)	3 (f)	15	(e)	600 Per Unit
Principal Building	25(c)	25 (d)	3	15	(e)	-
Accessory Building	(g)	5	3	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. Front setbacks and building lines in Belmont Addition and Duncan's North Side Residence Tracts, as well as any replats thereof, shall be 20'; unless the principal structures on the same side of the same street were developed with a 25' setback, the setback shall be 25'.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

f. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater or as otherwise provided for in code.

h. Accessory building side street setbacks shall be contingent on the following.

1. If located more than 75 feet from the front lot line, the setback shall be five feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-45. R-2, Medium Density Residential District.

(a) *Scope and intent.* The R-2, Medium Density Residential District is intended to provide a zone consisting primarily of one-family dwellings and two-family dwellings, but may have recreational, religious, and educational facilities to create a balanced neighborhood.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) Library.

(5) Manufactured homes in accordance with chapter 111, division 9.

(6) Municipal buildings.

(7) Museum.

(8) One-family dwelling meeting the requirements of section 111-162.

(9) Police station.

(10) Primary and secondary schools.

(11) Public parks and recreation facilities.

(12) Railroad right-of-way.

(13) Two-family dwelling meeting the requirements of section 111-162.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling units in accordance with Chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group homes. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Multifamily dwelling meeting the requirements of section 111-162.

(12) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(13) Preschool.

(14) School stadium.

(15) Townhouses.

(16) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Townhouse	2500	25	60	35	10 (a)

Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
Multi-Family Dwelling	7000 (c)	50	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (d)	5	15	(e)	700
Townhouse	25	25 (d)	5 (f)	15	(e)	600
Two-Family Dwelling	25	25 (d)	5 (f)	15	(e)	600 Per Unit
Multifamily Dwelling	25	25 (d)	5	15	-	500 Per Unit
Principal Building	25	25 (d)	5	15	-	-
Accessory Building	(g)	5	5	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. The minimum lot size shall be 7000ft^2 or a minimum of 2000ft^2 per dwelling unit, whichever is greater.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback or as otherwise provided for in Code.

f. Two-family dwellings and townhouses constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along the shared lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

h. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-46. R-3, High Density Residential District.

(a) *Scope and intent.* The R-3, High Density Residential District is intended to provide a zone consisting primarily of medium and high density housing, but may have recreational, religious, and educational facilities to create a balanced neighborhood. This zoning district should be located on corner lots and in locations where it will provide a transition from low density housing to higher intensity land uses.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Dormitory.

(4) Fire station.

(5) Library.

(6) Manufactured home in accordance with chapter 111, division 9.

(7) Multiple family dwelling meeting the design requirements of section 111-162.

(8) Municipal buildings.

(9) Museum.

(10) Nursing home.

(11) One-family dwelling meeting the design requirements of section 111-162.

(12) Police station.

(13) Primary and secondary schools.

(14) Public parks and recreation facilities.

(15) Railroad right-of-way.

(16) Townhouse.

(17) Two-family dwelling meeting the design requirements of section 111-162.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling units in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Boardinghouse.

(6) Cluster housing.

(7) Condominium.

(8) Day care center.

(9) Fraternity or sorority house.

(10) Funeral home.

(11) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(12) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(13) Hair salon; single chair, appointment only.

(14) Mental health substance use treatment center

(15) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(16) Preschool.

(17) School stadium.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Detached structures as permitted in chapter 111, division 15.

(2) Fences as permitted in chapter 111, division 7.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Signs as permitted in chapter 111, division 19.

(9) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(10) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(11) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(12) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
One-Family Dwelling	7000	50	40	35	10 (a)
Townhouse	2500	25	60	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
Multi-Family Dwelling	7000 (c)	50	40	35	10 (a)
All Others	7000	50	40	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	25	25 (d)	5	15	(e)	700
Townhouse	25	25 (d)	5 (f)	15	(e)	600
Two-Family Dwelling	25	25 (d)	5 (f)	15	(e)	600 Per Unit
Multifamily Dwelling	25	25 (d)	5	15	-	500 Per Unit
Principal Building	25	25 (d)	5	15	-	-
Accessory Building	(g)	5	5	(h)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. The minimum lot size shall be 7000ft^2 or a minimum of 2000ft^2 per dwelling unit, whichever is greater.

d. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

e. The required front building line shall be 25 feet from the front lot line except where covenants or plats dictate a greater setback or as otherwise provided for in Code.

f. Two-family dwellings and townhouses constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along the shared lot line.

g. Twenty-five feet or the building line of the dwelling/principal building, whichever is greater.

h. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-47. R-4, Atypical Housing Residential District.

(a) *Scope and intent.* The R-4, Atypical Housing Residential District is intended to provide a zone for the location of manufactured homes, tiny homes, and ISO container homes in the same manner as one-family dwelling residential subdivisions, and manufactured home parks meeting minimum qualifications. It may also have recreational, religious, and educational facilities to create a balanced neighborhood.

(b) *Permitted uses.*

(1) Church.

(2) Colleges and universities.

(3) Fire station.

(4) ISO container home in a planned zoning district.

(5) Library.

(6) Manufactured home on individually owned lots in a planned zoning district.

(7) Municipal buildings.

(8) Museum.

(9) One-family dwelling meeting the requirements of section 111-162.

(10) Police station.

(11) Primary and secondary schools.

(12) Public parks and recreation facilities.

(13) Railroad right-of-way.

(14) Tiny home in a planned zoning district.

(c) *Conditional uses.*

(1) Abandoned church or school used in accordance with chapter 111, division 1.

(2) Accessory dwelling unit in accordance with chapter 111, division 2.

(3) Barber shop; single chair, appointment only.

(4) Bed and breakfast.

(5) Day care center.

(6) Dormitory.

(7) Funeral home.

(8) Golf course, clubhouse, and other uses customarily accessory thereto, except miniature golf, driving ranges, and other similar activities operated as a business.

(9) Group home. The home may not be within 1,200 feet of another group home or a facility of any size which serves other populations in a similar manner, including but not limited to mental health substance use treatment centers.

(10) Hair salon; single chair, appointment only.

(11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.

(12) Manufactured Home Park.

(13) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(14) Preschool.

(15) School stadium.

(16) Two-family dwelling.

(17) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Buildings, facilities, and uses customarily incidental to the operation of a manufactured home park.

(2) Detached structures as permitted in chapter 111, division 15.

(3) Fences as permitted in chapter 111, division 7.

(4) Home occupations as permitted in chapter 111, division 11.

(5) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas serving a principal use on the same lot, provided that any unenclosed areas do not exceed 200 square feet in area.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a one-family dwelling limited to 60 feet in height.

(13) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Use	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)

One-Family Dwelling	4000	50	50	35	10 (a)
Manufactured Home	4000	40	50	35	10 (a)
Two-Family Dwelling	7000 (b)	40	50	35	10 (a)
All Others	6000	50	50	35	10 (a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft^2)
	Front	Rear	Side	Side Street		
One-Family Dwelling	20	20 (c)	3	15	(d)	700
Two-Family Dwelling	20	20 (c)	3 (e)	15	(d)	600 Per Unit
Principal Building	20	20 (c)	3	15	(d)	-
Accessory Building	(f)	5	3	(g)	-	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. The minimum lot size may be reduced to 3500ft^2 in situations where each half of a two family dwelling sits on its own lot.

c. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

d. The required front building line shall be 20 feet from the front lot line except where covenants or plats dictate a greater setback, or as otherwise provided for in Code.

e. Two-family dwellings constructed over a common lot line intended for individual ownership of each respective unit do not require a side setback along said lot line.

f. Twenty feet or the building line of the dwelling/principal building, whichever is greater.

g. Accessory building side street setbacks shall be contingent on the following:

1. If located more than 75 feet from the front lot line, the setback shall be 5 feet.

2. If any portion of the building is located less than 75 feet from the front lot line the setback shall be 15 feet.

3. If the entrance to any private garage or carport is from the side street side, the setback shall be 15 feet regardless of the distance from the front lot line.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Atypical homes on individually owned lots.*

(1) *Foundation required.* All manufactured homes, tiny homes, ISO container homes, and sectionalized unit homes, shall be placed upon basements or permanent perimeter foundations complying with the city's building code.

(2) *Utilities.* All lots in this district shall have independently metered connections to city utilities.

(3) *Minimum dwelling size.*

Tiny Home	All Other Atypical Housing			
(ft^2)	One Bedroom (Ft^2)	Two Bedroom (Ft^2)	Three Bedroom (Ft^2)	Four Bedroom (Ft^2)
150	380	500	600	1,000

(4) *Zoning district size:* Minimum of contiguous 217,800 square feet (five acres).

(g) *Manufactured home park requirements.*

(1) All Conditional Use Permit applications for manufactured home parks, shall be accompanied by plans showing the location of proposed property lines, lot dimensions, road system layout, home sites, utility lines, and other such improvements incidental to the manufactured home park.

(2) Drainage. All areas of the manufactured home park shall be graded and maintained in such a manner that runoff will not accumulate except in designated retention or detention areas.

(3) Minimum dwelling size.

One Bedroom (Ft^2)	Two Bedroom (Ft^2)	Three Bedroom (Ft^2)	Four Bedroom (Ft^2)
380	500	600	1,000

(4) Minimum lot size. The minimum area of a manufactured home site in a manufactured home park shall be 4,000 square feet.

(5) Minimum park size. 217,800 square feet (five acres) with a minimum of ten sites.

(6) Parking: All manufactured home sites shall be required to provide a minimum of one off street parking space for one through three bedroom homes, and two off street parking spaces for four or more bedroom homes.

(7) Separation and setbacks including accessory structures (excluding the hitch tongue).

(Side to Side Feet)	End to Side (Feet)	End to End (Feet)	From Exterior Lot Line (Feet)
10	8	6	20*

* Manufactured home parks in existence as of April 15, 2019, with homes encroaching upon the required exterior lot line setbacks shall be allowed to continue to encroach into said setback; however, any expansion or alteration of the manufactured home park shall comply with the required exterior lot line setbacks. Alterations shall include the reconstruction or moving of park utilities, reorganizing of manufactured home sites, and other similar activities.

(8) Sidewalks. Sidewalks shall be required along all public streets and constructed in accordance with city code.

(9) Skirting. The entire undercarriage and wheel assembly shall be screened from the view by means of a nonflammable skirting material that shall extend from the manufactured home pad to the floor level.

(10) Tie downs. Manufactured homes may be placed upon basements or permanent foundations, or, at a minimum, shall meet tie-down, anchorage, pier, and footing requirements of the manufactured home manufacturer.

(11) Transportation.

a. The design of private streets serving manufactured home parks shall conform to all minimum street paving and width standards, and shall have proper curb and gutter design.

b. Entrances to a manufactured home park shall have direct connections to an improved public street and shall be designed to allow free movement of traffic on any adjacent public street.

c. Private streets shall be maintained by the owner and kept in usable condition at all times.

(12) Utilities. Park utilities shall be approved by the department or company that supplies the utility service. Maintenance of the utilities shall be the responsibility of the park owner or park operator. Work on park utilities shall be performed by a licensed contractor and in accordance with city codes.

Sec. 109-48. C-O, Commercial Office District.

(a) *Scope and intent.* The C-O, Commercial Office District is intended to provide a zone for the conduct of low impact commercial, office, and health service uses. The low impact developments within this zone are viewed as an ideal transition between residential zoning and heavier commercial or industrial zoning.

(b) *Permitted uses.*

(1) Business offices.

(2) Church.

(3) Colleges and universities.

(4) Day care center.

(5) Fire station.

(6) Health care practitioner facility.

(7) Health clinic.

(8) Library.

(9) Mental health substance use treatment center

(10) Municipal buildings.

(11) Museum.

(12) Police station.

(13) Preschool.

(14) Primary and secondary schools.

(15) Public parks and recreation facilities.

(16) Railroad right-of-way.

(c) *Conditional uses.*

(1) Barbershop.

(2) Clubs and fraternal organizations.

(3) Dwellings above and below the ground floor.

(4) Funeral home.

(5) Hair salon.

(6) Hospital.

(7) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(8) Pharmacy.

(9) School stadium.

(10) Towers, telecommunications facilities, and antennas in accordance with chapter 111, division 5.

(11) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot. No equipment, material, or vehicle shall be stored outside a building in this district.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	35	10(a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	

Principal Building	25	25 (b)	(c)	15	-
Accessory Building	25	5	(c)	15	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

c. There shall be a side yard on each interior side of a building not less than ten percent of the width of the lot; except that such side yard shall not be less than 5 feet and need not be more than 10 feet.

Sec. 109-49. C-1, Neighborhood Commercial District.

(a) *Scope and intent.* The C-1, Neighborhood Commercial District is intended to provide a zone for the conduct of low impact commercial uses that are solely intended to support the convenience of residents and activity carried on within a residential neighborhood. Developments of this type are ideally placed along, or at the intersection, of arterial streets located primarily in residential neighborhoods, or placed as a transition between residential zoning and heavier commercial or industrial zoning.

(b) *Permitted uses.*

(1) Barbershop.

(2) Business offices.

(3) Church.

(4) Colleges and universities.

(5) Convenience food stores.

(6) Day care center.

(7) Fire station.

(8) Funeral home.

(9) Hair salon.

(10) Healthcare practitioner facility.

(11) Library.

(12) Municipal buildings.

(13) Museum

(14) Pharmacy.

(15) Police station.

(16) Preschool.

(17) Primary and secondary schools.

(18) Public parks and recreation facilities.

(19) Railroad right-of-way.

(c) *Conditional uses.*

(1) Clubs and fraternal organizations.

(2) Commercial storage units.

(3) Dwellings above and below the ground floor.

(4) Group home.

(5) Health clinic.

(6) Hospital.

(7) Mental health substance use treatment center.

(8) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.

(9) Radio studio.

(10) School stadium.

(11) Towers, telecommunications facilities, and antennas in accordance with chapter 111 division 5.

(12) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot. No equipment, material, or vehicle shall be stored outside a building in this district except as otherwise provided for below.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	35	10(a)

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	25	25 (b)	(c)	15	-
Accessory Building	25	5	(c)	15	-

a. If both structures are built in accordance with adopted fire codes this distance may be reduced to 5 feet.

b. In situations where the rear property line is adjacent to an alley, one half of the platted width of the alley may be used in calculating the rear setback, provided no setback shall be less than 15 feet from the rear property line.

c. There shall be a side yard on each interior side of a building not less than ten percent of the width of the lot; except that such side yard shall not be less than 5 feet and need not be more than 10 feet.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Supplemental requirements.* The following standards shall not be exceeded by any use in this district:

(1) No merchandise or equipment shall be stored or displayed outside a building except as follows:

a. Christmas trees and shrubs for sale may be displayed outside a building.

b. Gasoline and other motor vehicle fuels may be dispensed at retail to consumers outside a convenience food store.

(2) No noise, smoke, radiation, vibration, concussion, heat, or glare shall be produced that is perceptible outside a building and no dust, fly ash, or gas that is toxic, caustic, or obviously injurious to humans or property shall be produced.

Sec. 109-50. C-2, Central Business District.

(a) *Scope and intent.* The C-2, Central Business District is intended to provide a zone that accommodates low impact retail and service businesses in those areas of the community that were traditionally developed with no building setback requirements.

(b) *Permitted uses.*

(1) Art gallery.

(2) Bakery.

(3) Banks and credit unions.

(4) Bars and saloons.

(5) Barber shop.

(6) Building supply stores with indoor display and storage only.

(7) Business offices.

(8) Café.

(9) Church.

(10) Clubs and fraternal organizations.

(11) Colleges and universities.

(12) Confectionary store.

(13) Convenience food stores.

(14) Day care center.

(15) Dry cleaners and laundries.

(16) Dwellings above and below the ground floor.

(17) Fire station.

(18) Funeral home.

(19) Hair salon.

(20) Health care practitioner facility.

(21) Health clinic.

(22) Hotels, motels, and other lodging facilities.

(23) Library.

(24) Meat market.

(25) Municipal buildings.

(26) Museum

(27) Nail salon.

(28) Parking lots.

(29) Pharmacy.

(30) Police station.

(31) Preschool.

(32) Primary and secondary schools.

(33) Printers and newspapers.

(34) Public parks and recreation facilities.

(35) Pubs.

(36) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(37) Restaurants.

(38) Retail sales establishments.

(39) Spa.

(40) Theaters (indoor).

(41) Wholesale establishments.

(c) *Conditional uses.*

(1) Automobile dealer lots.

(2) Commercial recreation establishments.

(3) Commercial storage units.

(4) Community garage.

(5) Craft production facilities.

(6) Filling station.

(7) Group home.

(8) Hospital.

(9) Light manufacturing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(10) Mental health substance use treatment center.

(11) One family dwelling on the ground floor provided it shall be located in the rear of the building and occupy no more than 30% of the ground floor area.

(12) Repair garage.

(13) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(14) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	0	a	0	0	-
Accessory Building	0	a	0	0	-

a. No rear yard is required if adjacent to an alley or railroad right of way, otherwise 10 feet.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-51. C-3, Heavy Commercial District.

(a) *Scope and intent.* The C-3, Heavy Commercial District is intended to provide a zone that accommodates more intense commercial businesses that require direct access to highways and primary transportation thoroughfares due to the volume of traffic they generate.

(b) *Permitted uses.*

(1) Art gallery.

(2) Auction house.

(3) Automobile washing facilities.

(4) Bakery.

(5) Banks and credit unions.

(6) Bars and saloons.

(7) Barber shop.

(8) Boat dealership.

(9) Building supply stores provided any outside storage is located in the rear or side yard.

(10) Business offices.

(11) Café.

(12) Church.

(13) Clubs and fraternal organizations.

(14) Colleges and universities.

(15) Commercial recreation establishments.

(16) Commercial storage units.

(17) Community garage.

(18) Confectionary store.

(19) Contractor offices provided any outside storage is located in the rear or side yard and screened from view.

(20) Convenience food stores.

(21) Craft production facility.

(22) Day care center.

(23) Dry cleaners and laundries.

(24) Dwellings above and below the ground floor.

(25) Filling station.

(26) Fire station.

(27) Funeral home.

(28) Hair salon.

(29) Health care practitioner facility.

(30) Health clinic.

(31) Hotels, motels, and other lodging facilities.

(32) Kennel.

(33) Library.

(34) Meat market.

(35) Mental health substance use treatment center.

(36) Municipal buildings.

(37) Nail salon.

(38) Parcel services.

(39) Parking lots.

(40) Pharmacy.

(41) Police station.

(42) Preschool.

(43) Primary and secondary schools.

(44) Printers and newspapers.

(45) Public parks and recreation facilities.

(46) Pubs.

(47) Railroad right-of-way.

(48) Repair garage.

(49) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(50) Restaurants.

(51) Retail sales establishments.

(52) Spa.

(53) Theaters (indoor).

(54) Used vehicle lot.

(55) Vehicle dealership.

(56) Veterinary clinic.

(57) Wholesale establishments.

(c) *Conditional uses.*

(1) Amusement parks.

(2) Animal shelter.

(3) Apartment hotel.

(4) Brewery.

(5) Butcher shop.

(6) Cemeteries including mausoleums and crematories.

(7) Commercial stadiums.

(8) Distillery.

(9) Drive-in theater.

(10) Golf course.

(11) Gun clubs, skeet shoots, and target ranges.

(12) Hospital.

(13) Light manufacturing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(14) One family dwelling on the ground floor provided it shall be located in the rear of the building and occupy no more than 30% of the ground floor area.

(15) Recreational vehicle camping facilities.

(16) Riding stable.

(17) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(18) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(19) Vehicle storage yards but not junk or salvage yards.

(20) Warehousing and distribution.

(21) Winery.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(7) Pavilion.

(8) Private garage.

(9) Signs as permitted in chapter 111, division 19.

(10) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(11) Storage and service areas and buildings serving a principal use on the same lot.

(12) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(13) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(14) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	15	(a)	(b)	15	-
Accessory Building	15	(a)	(b)	15	-

a. No rear yard is required if the rear is adjacent to an alley or railroad right of way, otherwise a rear yard of not less than 7 feet shall be required.

b. No side yard is required except where a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 7 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

Sec. 109-52. M-1, Light Industrial District.

(a) *Scope and intent.* The M-1, Light Industrial District is intended to accommodate most assembly, fabricating, and processing activities which would generally not be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke, and other land uses deemed generally to be more intense than those found in commercial districts.

(b) *Permitted uses.*

(1) Auction house.

(2) Bakery.

(3) Building supply store.

(4) Brewery.

(5) Commercial storage units.

(6) Community garage.

(7) Craft production facilities.

(8) Distillery.

(9) Filling station.

(10) Fire station.

(11) Freight terminals.

(12) Manufacturing, processing, fabrication, or assembling of commodities.

(13) Municipal buildings.

(14) Office.

(15) Parcel services.

(16) Parking lots.

(17) Police station.

(18) Printers and newspapers.

(19) Railroad right-of-way.

(20) Repair garage.

(21) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(22) Vehicle washing facility.

(23) Warehousing and storage of commodities.

(24) Wholesale establishment.

(25) Winery.

(c) *Conditional uses.*

(1) Animal shelter.

(2) Butcher shop.

(3) Kennel.

(4) Solar energy collector facilities (commercial).

(5) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(6) Vehicle storage yard but not junkyards.

(7) Veterinary clinic.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	25	15	(a)	15	-
Accessory Building	25	15	(a)	15	-

a. A side yard of no less than 5 feet shall be provided except where a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Location.* All operations shall be conducted within a fully enclosed building or screened yard.

(2) *Emissions.* Smoke or particulate matter shall not be perceptible at the property line. Dust, fly ash, radiation, gases, heat, glare or other effects which are obviously injurious to humans or property at the property line shall be prohibited.

(3) *Noise level.* The noise level shall not exceed 70 dB at any point along the property line.

(4) *Storage.* All storage of materials, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(5) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Sec. 109-53. M-2, Heavy Industrial District.

(a) *Scope and intent.* This section applies to district M-2. The M-2, Heavy Industrial District is intended to accommodate assembly, fabricating, and processing activities which could generate vibration, noise, dust, fumes, gas, odor, or smoke. However, no activities that by nature of their operation would be detrimental to the general health, safety and welfare of the general public will be permitted.

(b) *Permitted uses.*

(1) Animal shelter.

(2) Auction house.

(3) Bakery.

(4) Building supply store.

(5) Brewery.

(6) Cold storage facility.

(7) Commercial storage units.

(8) Community garage.

(9) Craft production facilities.

(10) Distillery.

(11) Dry cleaners and laundries.

(12) Filling station.

(13) Fire station.

(14) Freight terminals.

(15) Grain elevators.

(16) Kennel.

(17) Machine shop.

(18) Manufacturing, processing, fabrication, or assembling of commodities.

(19) Municipal buildings.

(20) Offices.

(21) Parcel services.

(22) Parking lots.

(23) Police station.

(24) Printers and newspapers.

(25) Railroad right-of-way.

(26) Repair garage.

(27) Repair shops; indoor only and not including repair facilities which could be considered noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.

(28) Vehicle washing facility.

(29) Vehicle storage yard.

(30) Veterinary clinic.

(31) Warehousing and storage of commodities.

(32) Wholesale establishment.

(33) Winery.

(c) *Conditional uses.*

(1) Adult bookstore.

(2) Adult theater.

(3) Butcher shop.

(4) Garbage disposal plant.

(5) Gun clubs, skeet shoots, or target ranges.

(6) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.

(7) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel, or similar materials.

(8) Packing plant.

(9) Rendering.

(10) Sanitary landfill.

(11) Slaughterhouses and associated stockyards.

(12) Solar energy collector facilities (commercial).

(13) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(14) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	a	b	c	15	-
Accessory Building	a	b	c	15	-

a. There shall be a 15 foot setback; however, a setback of no less than 50 feet shall be required along all federal and state highways, and county roads.

b. No rear yard is required if the rear of the property is adjacent to an alley or rail right-of-way, otherwise there shall be a 15 foot setback.

c. No side yard is required provided all fire code minimum separation requirements are met. Where fire separation requirements are not met or if a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Emissions.* Smoke, dust, particulate matter, odor, heat, or other effects shall not be produced which will be obviously harmful or injurious to humans or property beyond the property line and shall meet minimum state department of environmental control air quality standards.

(2) *Noise level.* The noise level shall not exceed 80 dB at any point along the property line.

(3) *Storage.* All storage of material, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(4) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Sec. 109-54. M-3, Railroad Industrial District.

(a) *Scope and intent.* This section applies to district M-3. The M-3, Railroad Industrial District is intended to accommodate activities and businesses associated with the operation of the railroad industry.

(b) *Permitted uses.*

(1) Freight terminal.

(2) Grain elevators.

(2) Municipal buildings.

(3) Offices.

(4) Rail yards.

(5) Railroad repair facilities.

(6) Railroad right-of-way.

(7) Rail car loading and unloading facilities.

(8) Storage of railroad building materials and supplies such as ties, rail, etc.

(9) Warehousing and storage of commodities.

(c) *Conditional uses.*

(1) Towers, telecommunications facilities, and antennas as permitted in chapter 111 division 5.

(d) *Accessory uses.*

(1) Fences as permitted in chapter 111, division 7.

(2) Food service and vending machines for tenants only.

(3) Home occupations as permitted in chapter 111, division 11.

(4) Off-street parking and loading serving a principal use in accordance with chapter 111, division 13.

(5) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.

(6) One-family dwelling or mobile home which shall be used exclusively by watchmen or custodians, provided that yard and other requirements of this section shall be met for the dwelling or mobile home as though it were on an individual R-1 zoned lot.

(7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.

(8) Pavilion.

(9) Private garage.

(10) Signs as permitted in chapter 111, division 19.

(11) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.

(12) Storage and service areas and buildings serving a principal use on the same lot.

(13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a dwelling limited to 60 feet in height.

(14) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.

(15) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
-	-	-	45	0

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line
	Front	Rear	Side	Side Street	
Principal Building	a	b	c	15	-
Accessory Building	a	b	c	15	-

a. There shall be a 15 foot setback; however, a setback of no less than 50 feet shall be required along all federal and state highways, and county roads.

b. No rear yard is required if the rear of the property is adjacent to an alley or rail right-of-way, otherwise there shall be a 15 foot setback.

c. No side yard is required provided all fire code minimum separation requirements are met. Where fire separation requirements are not met or if a side line of a lot in this district abuts upon the side line of a lot in districts Ag to C-1 inclusive, a side yard of not less than 20 feet shall be provided.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Additional performance standards.*

(1) *Emissions.* Smoke, dust, particulate matter, odor, heat, or other effects shall not be produced which will be obviously harmful or injurious to humans or property beyond the property line and shall meet minimum state department of environmental quality air quality standards.

(2) *Noise level.* The noise level shall not exceed 80 dB at any point along the property line.

(3) *Storage.* All storage of material, products, and equipment shall be within a fully enclosed building or in a yard so screened that said materials, products, or equipment are not visible at human eye level within 300 feet of the property line.

(4) *Prohibited use.* No use shall be permitted or so operated as to produce or emit:

a. *Vibration or concussion.* Vibration or concussion perceptible without instruments at the property line.

b. *Waste.* Industrial wastes shall be of such quantity and nature as not to overburden the public sewage disposal facilities, are not detrimental to normal plant operations or corrosive and damaging to sewer pipes and installations or to cause odor or unsanitary effects beyond the property line.

c. *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with any additional regulations that may from time to time be adopted by the city council.

d. *Odor.* The emission of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious.

e. *Gas emissions.* The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be taken at the property line.

f. *Glare and heat.* All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the lot line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.

Ordinance No. 2961

AN ORDINANCE ADOPTING SECTIONS 111-21 THROUGH 111-23 OF THE ALLIANCE MUNICIPAL CODE; AMENDING OTHER PORTIONS OF CHAPTER 111 OF THE ALLIANCE MUNICIPAL CODE; 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: Sections 111-21 through 111-23 of the City Code are adopted as follows:

"Sec. 111-21. Purpose.

The purpose of this Code is to provide for the development of one-family dwelling units that are accessory to an existing dwelling structure on the same lot. This Code protects the safety, convenience, and welfare of adjacent and surrounding land uses through appropriate zoning and land use control.

Sec. 111-22. Applicability.

This Code shall apply to all newly constructed accessory dwelling units as well as any improvements thereto. Existing accessory dwelling units shall not be required to meet this Code until such time as they are reconstructed or reconfigured unless such dwelling was an illegal nonconforming use at the time of the adoption of this Code.

Sec. 111-23. General Requirements.

The following criteria shall be considered the minimum requirements for accessory dwelling units:

(a) It shall be constructed using the same general design guidelines for one-family housing found in Section 111-162 except as permitted in the R-4 zoning district.
(b) It shall not exceed a total square footage that is the lesser of 80% of the footprint of the principal residence, or 800 square feet.
(c) The owner of the lot is required to live on the property for a minimum of one year but may reside in either dwelling.
(d) The accessory dwelling shall share utility connections with the main building unless it is found advantageous by the City Manager or designee to permit separate service connections.
(e) Detached accessory dwellings shall be no taller than the principal dwelling structure, or 18 feet, whichever is greater except that detached garages with an

accessory dwelling on the second story shall be permitted to be 26 feet in height.

(f) The maximum lot coverage on lots with an accessory dwelling unit shall be increased to 50%.

(g) Detached accessory dwellings shall follow the same setback and building separation requirements as other detached accessory structures.

(h) One off street parking space is required for the accessory dwelling in addition to the required off street parking for the principal dwelling structure.

(i) The property shall be subject to a deed restriction stating that the accessory dwelling shall not be sold separate from the main building and that the lot may not be split unless such lot meets the minimum requirements of the subdivision code."

SECTION 2. Sections 111-24 through 111-40 of the City Code are reserved.

SECTION 3. Section 111-42. Process of the City Code is amended as follows:

"Sec. 111-42 - Process.

"The administrative process of an AEDS shall be the same as that of a final plat. The application and fee for the AEDS shall be accompanied by a survey of the proposed tract prepared by a licensed surveyor, a site plan showing utility access and ingress/egress access to a public right of way, including the necessary transportation and utility requirements of this code, and an agreement signed by the property owner of the AEDS and the owner of the remaining minimum 80 acre tract. The ordinance approving the AEDS, a survey of the AEDS tract, and the agreement signed by the property owner of the AEDS and the owner of the remaining minimum 80 acre tract, shall be filed at the Box Butte County Courthouse. Such agreement shall act to bind any subsequent owners of both tracts to the requirements of this Code"

SECTION 4. Section 111-122. Residential and light commercial requirements is amended as follows:

"Sec. 111-122. – Residential and light commercial requirements.

In C-0, C-1, and in all residential zoning districts, no fence shall be erected, constructed, reconstructed, or moved except those which follow these guidelines:

(1) *Location and height.*

a. Facing the front lot line within 25 feet of said line on an interior lot. An open fence or a closed fence with no more than 50 percent closed construction, not exceeding 48 inches in height. The portion of the fence that sits between the front building line of a nonconforming principal building, excluding any porches, patios, or enclosed entryways, and the front lot line setback, may be constructed using the criteria in part (e) of this subsection with the approval of the neighboring property owner.
b. Facing the front lot line within 25 feet of said line on a corner lot. Any fence constructed within the fence vision triangle must not be more than 50 percent closed construction and not exceeding 48 inches in height. Fences outside the fence vision triangle may be constructed using the criteria in part (a) of this subsection.
c. Facing the side lot line adjacent to the side street on a corner lot. Any fence constructed within the fence vision triangle or within a driveway vision triangle must not be more than 50 percent closed construction. Fences outside the fence vision triangle or driveway vision triangle may follow the guideline in part (e) of this subsection.
d. Facing the interior side lot line within 25 feet of the front property line. Any open fence or closed fence not exceeding 48 inches in height. The portion of the fence that sits between the front building line of a nonconforming principal building, excluding any porches, patios, or enclosed entryways, may be built using the criteria in part (e) of this subsection with the approval of the neighboring property owner.
e. Fences along all other lot lines. May be open or closed. They shall be limited to 72 inches in height.

(2) *Material.* All fences shall be constructed using only the following fencing material:

a. Board wood not exceeding 12 inches in width.
b. Polyvinyl Chloride (PVC) or other plastics similar in appearance.
c. Fiberglass.
d. Wrought iron.
e. Wood simulated composite.
f. Masonry.
g. Chain link (not chain), decorative wire, or decorative border fencing.
h. Chicken wire, barbed wire, welded wire, kennel type fencing, corrals, and electrically charged fences are not permitted except in R-R zoning."

SECTION 5. Section 111-123. Heavy commercial, industrial, and Ag requirements is amended as follows:

"Sec. 111-123. – Heavy commercial, industrial, and Ag requirements.

In C-2, C-3, Ag, and all industrial zoning districts, no fence shall be erected, constructed, reconstructed, or moved except those that meet the following guidelines:

(1) *Location and height.*

a. Fences may not be greater than 96 inches in height provided any portion of the fence above 72 inches shall not exceed more than 50 percent closed construction except fences constructed for junkyards.
b. Fences with greater than 50 percent closed construction shall not be permitted within the fence vision triangle or driveway vision triangle; provided, they may be permitted if the applicant can demonstrate to the city manager or designee how its construction will not interfere with the regular and safe flow or vision of traffic. (Fences in C-2 are exempt from all vision triangle requirements).
c. In all districts except C-2, barbed wire or similar material may be allowed to construct the portion of the fence greater than 84 inches in height as long as such wire does not protrude into a public right-of-way or into the neighboring property. In C-3 districts, the portion of the fence containing barbed wire must be located in the rear or side yard.

(2) *Material.* All fences shall be constructed using only the following fencing material:

a. Board wood not exceeding 12 inches in width.
b. Polyvinyl Chloride (PVC) or other plastics similar in appearance.
c. Fiberglass.
d. Wrought iron.
e. Wood simulated composite.
f. Masonry.
g. Chain link (not chain), decorative wire, or decorative border fencing.
h. Non-reflective steel (or other similar metal) paneling, coated or painted with rust-resistant material; only if constructed in in M-1, M-2, and M-3 zoning districts.

i. Chicken wire, barbed wire, welded wire, kennel type fencing, corrals, and electrically charged fences are not permitted except in the Ag, Exclusive Agriculture zoning districts, or as allowed in the above code."

SECTION 6. Section 111-242. One- and two-family dwelling parking requirements is amended as follows:

"Sec. 111-242. – One- and two-family dwelling parking requirements.

(a) *Permit required.* A construction permit is required for the construction, expansion, or alteration of all parking areas and drives leading thereto. The permit application shall be accompanied by a site plan showing the location of the work in relationship to lot lines and existing structures, the type and thickness of paving material, and how water runoff will be routed.

(b) *Stormwater runoff.* Stormwater shall be routed to lawns, yards, or other permeable surfaces when possible; however, it may not be routed to the neighboring lot without obtaining easement to do so.

(c) *Number of spaces.* There shall be provided a minimum of two off-street parking spaces for each family unit. Accessory dwelling units shall provide a minimum of 1 off street parking space in addition to any others required.

(d) *Location.*

(1) Such parking spaces must be located on the same lot as the principal building or buildings, or in a community garage or lot on the same block.
(2) Parking may be head-in from a public street or alley.
(3) Parking areas and drives leading thereto may be constructed adjacent and parallel to lot lines.

(e) *Construction material.* Off-street parking spaces and drives leading thereto shall be paved with Portland cement, asphaltic concrete, paving brick, gravel, or rock, provided that any gravel or rock shall not be allowed in the front or side yards.

(f) *Width.* One- and two-family dwellings are exempt from a maximum driveway width on the lot provided runoff is not routed to the street, but are limited to a 30 foot wide curb cut and a 24 foot wide driveway in the city right-of-way.

(g) *Spacing.* Driveways on the same lot shall be a minimum of 12 feet apart. Driveways on separate lots do not require a minimum separation distance."

SECTION 7. Section 111-243. Off-street parking requirements for all other land uses is amended as follows:

"Sec. 111-243. – Off-street parking requirements for all other land uses.

(a) *Permit required.* A construction permit is required for all off-street parking lots, drives leading thereto, curbs, and drainage facilities within the city and its extraterritorial zoning jurisdiction as well as any parking lot improvements.

(b) *Application.* The application shall include, but may not be limited to, the following information:

(1) The name and address of the applicant.
(2) A statement that the applicant is the owner of the lot or the owner's agent.
(3) A legal description of such lot.
(4) A scale drawing of the proposed parking lot for which a construction permit is requested, including adjacent lot lines, present and proposed sidewalks, and access from all streets and alleys. Drawings should designate appropriate measurements, including ingress and egress locations, landscaping, parking layout, plan for handling Stormwater drainage, lighting, and surface material (type, depth, and subsurface preparations).
(5) A statement of the off-street parking lot needs and purposes for the permit.

(c) *Fee.* For each permit issued there shall be charged and collected from the applicant, a fee, in accordance with a schedule established by the city council.

(d) *Number of spaces.* The following table shall be used as a guideline in determining the number of spaces required for the land use as listed:

Minimum Number of Off-street Parking Spaces	
Land Use:	Number of Spaces
Hospitals/Institutional living	0.5 per bed and 0.5 per employee
Day care	0.75 per employee
Industrial	0.33 per employee
Commercial recreation:	
Indoor	5 per 1,000 gfa

Outdoor	0.25 per patron
Bowling	4 per 1,000 gfa
Assembly (auditoriums, churches, theaters, etc.)	Number of spaces must equal 25% of seating capacity
Bars, pubs, dancing	5 per 1,000 gfa
Restaurants:	
Sit-down	8 per 1,000 gfa
Fast-food	10 per 1,000 gfa
Medical/dental clinic	3.5 per 1,000 gfa
Veterinary clinic	1 per 1,000 gfa
Wholesale, warehouse	0.33 per employee
Office:	
Bank/insurance	2.5 per 1,000 gfa
General office	2.0 per 1,000 gfa
Motor vehicle sales and service	2.0 per 1,000 gfa
Retail:	
General	3 per 1,000 gfa
Shopping center	3 per 1,000 gfa
Hotels, motels	0.3 per sleep unit
Multi-family housing	1.5 per dwelling unit

Note: gfa = gross floor area

(e) *Reduced number of spaces.* The board of adjustment may permit the paving of fewer than the required number of spaces in cases where the immediate occupant of the property clearly shows that fewer spaces are needed at that time. Staff may also approve the utilization of on street parking spaces in lieu of off street parking spaces at a ratio of two on-street spaces to every one off-street space, provided any on street parking stall shall be adjacent to the subject property and each space shall be a minimum of 22 feet long and 8 feet wide.

(f) *Parking stall size.* Standard parking stall dimensions shall be at least nine feet by 20 feet or ten feet by 18 feet; parallel parking dimensions shall be a minimum of nine feet by 22 feet. If the stall is adjacent to a landscaped area at least four feet wide and an overhang is permitted into the landscaped area, the

stall length may be reduced by two feet. Other parking dimensions shall be as established by the board of adjustment.

(g) *Construction material.*

(1) Nonresidential R-1 through C-3 inclusive. Parking lots in these districts shall be paved with Portland cement, asphaltic concrete, paving brick, rock or gravel provided any rock or gravel parking lot shall be in the rear yard, or as otherwise provided for in Code.

(2) All other zoning districts. The minimum parking lot surface material shall be rock or gravel.

(3) The thickness of material shall be approved by the city manager or designee giving due consideration to the likely use of the facilities heavy duty vehicles and anticipated degree of use.

(h) *Striping/marking.* Required off-street parking lots shall have individual spaces marked for hard surface parking lots.

(i) *Maneuvering.* Minimum parking lot aisle width shall be as follows:

Minimum Maneuvering Aisle Width					
Traffic Direction	Parking Stall Angle				
	90 degree	60 degree	45 degree	30 degree	0 degree
One-way Traffic	24 feet	18 feet	16 feet	14 feet	15 feet
Two-way Traffic	24 feet	20 feet	20 feet	20 feet	20 feet

(j) *Prohibited activities.*

(1) Head-in parking from a public street or highway, excluding alleys, shall not be allowed.

(2) No signs shall be permitted within the required parking areas except those necessary for the orderly parking thereon.

(3) No parking or maneuvering incidental to parking shall be on any public street or walk; parking lot design shall be that any automobile may be parked and unparked without moving another.

(k) *Driveways.* Ingress and egress shall be by means of paved driveways constructed in accordance with city standards based on the land use and the zoning district location as follows:

(1) Nonresidential R-R through R-4 inclusive are limited to a maximum width of 30 feet.
(2) C-0 through C-3 inclusive shall form and maintain driveways no less than 25 feet wide but no greater than 40 feet wide.
(3) Ag and M-1 through M-3 shall form and maintain driveways no less than 30 feet wide but no greater than 45 feet wide.
(4) The minimum distance between driveways shall be 12 feet except in one- or two-family dwellings located on two different lots.

(l) *Setbacks.*

(1) The back of the curb of a parking area shall not be closer than three feet to a lot line unless wheel stops are placed and maintained at the three foot line.
(2) Pedestrian protection in the form of curb or wheel stops shall be placed a minimum of three feet from any sidewalk.
(3) Multifamily parking shall not be located in the front yard setback, the front yard, or the side street setback on a corner lot.

(m)*Stormwater.* Stormwater requirements shall be in accordance with chapter 113.
(n) *Accessibility.* Accessibility requirements shall be the same as found in the city building code.
(o) *Landscaping and screening.*

(1) *Required to provide.* Each unenclosed hard surface parking facility over 6,000 square feet shall provide and maintain interior landscaped area equal to no less than five percent of the total paved area of the parking facility. All vision clearances shall be met according with chapter 20.
(2) *Drawing submittal.* A landscaping plan must be submitted with an off-street parking permit application for all hard surface lots. Such plan shall be drawn to scale, include the entire lot or tract and shall show ground covers such as seeded or sodded areas, shade trees, shrubs and any walls or fences. Such areas and facilities as loading docks, trash bins and outside storage yards shall be screened by such trees, shrubs and fences to the extent that the appearance of the premises from adjacent streets and property is attractive and pleasing. The purpose and intent of such landscaping is to provide shade and greenery, soften architectural lines, provide maximum absorption of surface water and

present an attractive appearance. Large parking lots shall be divided down into sections as appropriate for the type and size of the development.

(3) *Appeal.* The adequacy of the landscape plan shall be reviewed and determined by the city manager or designee and any other city departments as appropriate. An applicant may appeal a denial of a landscape plan to the board of adjustment if feels that the denial is unreasonable and the board of adjustment shall have the final approval or denial authority. Compliance with the landscape and screening plan, as approved, is mandatory and any failure to carry out all details of said plan shall be deemed a violation of the zoning code.

(4) *Bordering residential neighborhoods.* Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the city official.

(5) *Landscaping maintenance.* The property owner is responsible for maintenance and/or replacement of the landscaping according to the permitted landscape plan. Dead and dying plants shall be replaced by the owner. No buildings, storage of materials, or parking shall be permitted within the landscaped area, and the landscaped area shall be maintained and kept free of all debris, rubbish, weeds and tall grass.

(p) *Lighting.* Lighting is required for all new off-street parking lots unless an exemption is given by the city manager or designee, and the purpose of the exemption be filed with the construction permit.

(1) Any lights used to illuminate the parking areas shall be so arranged to direct light away from any adjacent lots in a residential district.

(2) All lighting requirements will be based upon the National Electrical Code and the table as follows:

Open Parking Facilities						
General Parking and Pedestrian Area				Vehicle Use Area		
Level of Activity	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)

High	10	0.9	4:1	22	2	3:1
Mediu m	6	0.6	4:1	11	1	3:1
Low*	2	0.2	4:1	5	0.5	4:1

*This recommendation is based on the requirement to maintain security at any time in areas where there is a low level of nighttime activity.

Covered Parking Facilities					
	Day		Night		
Areas	Lux (min. on pavement)	Foot-candles (min. on pavement)	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)
General parking and pedestrian areas	54	5	54	5	4:1
Ramps and corners	108	10	54	5	4:1
Entrance areas	538	50	54	5	4:1

(q) *Garbage collection in parking lots.* If an alley is not available or large enough, space may be allocated in the parking lot for an adequate number of solid waste containers as determined by the city sanitation department. Such space shall not be located in the required front yard or side-yard setback areas, shall be free of any restraints from other utilities or parked vehicles, and must be accessible to collection trucks. Parking stalls occupied by containers will not count towards the required minimum number of off-street parking spaces. In the event the property is served by a commercial solid waste disposal firm, placement of the collection containers must be approved by the city. However, this is not intended to restrict the temporary placement of roll-out containers moved to the curb or alley for solid waste collection purposes.

(r) *Nonconforming parking lots.*

(1) Preexisting violations. Any and all violations of previous parking regulations of said city that have accrued at the time of the effective date of the ordinance from which this chapter is derived which would otherwise become legal nonconforming uses under this chapter shall not become legal nonconforming uses under this chapter, but shall

remain violations of this chapter in the same manner that they were violations of prior parking regulations.

(2) Legal preexisting. All off-street parking lots in existence at the time of the passage of the ordinance from which this section is derived shall be considered legal preexisting, nonconforming parking lots if they met the requirements before its passage but no longer meet the new requirements. These lots shall be allowed to remain provided the use of the facility for which they are intended does not change in occupancy classification and they are maintained in good condition, free of all weeds, trash, other debris, and water pools or puddles.

(3) Alterations and additional off-street parking stalls shall meet the newly adopted standards."

SECTION 8. Section 111-403. Permitting is amended as follows:

"Sec. 111-403. Permitting.

No solar energy system shall be constructed or installed without the approval of the Alliance Municipal Electric Superintendent; the issuance of a building permit; a conditional use permit from the city for systems greater than 500 square feet in photovoltaic cell area; as well as any other necessary permits required by the state for such installations.

(1) The applicant shall obtain written permission from the electric department superintendent. Such written approval shall be submitted to community development in addition to the construction drawings, building permit, and CUP application (if necessary).

(2) Additions to an existing solar energy system or an additional system that would result in the total amount of cell area greater than 500 square feet shall require a CUP.

(3) The applicant shall call for inspections during construction and before putting the system into service. Any use of the system before a final inspection by the city and state shall merit the immediate disconnect of electric utilities from the Alliance Municipal Electric System."

SECTION 9. Section 111-443. Setback exceptions is amended as follows:

"Sec. 111-443. - Setback exceptions.

(a) *Porches.* Porches on one and two-family dwellings may extend six feet into the required front or rear setback if:

1. The dwelling is located in a neighborhood that was developed prior to April 7, 1938. A neighborhood shall be considered developed as such when a majority of the houses fronting the same side of the street on the same side of the block, were constructed prior to April 7, 1938 according to the Box Butte County Assessor, Sanborn Insurance Maps, and/or any other credible sources staff may possess;
2. Multiple houses fronting the same side of the street on the same side of the block, were also legally constructed with porches extending into the front or rear yard setbacks;
3. Porches may not be extended into the front or rear setbacks on dwellings where the original porch was enclosed or converted to a room unless said enclosed porch or room meets the minimum setback requirements for one and two-family dwellings and the proposed porch meets the other provisions of this code;
4. Any porch extending into the front or rear setback shall not be turned into a room; and
5. Any porch extending into the front or rear setback shall not leave a setback of less than 15 feet from the property line to the front of the porch.

(b) *Residential front building line.* In subdivisions without front building lines dedicated on the plat, in covenants, or this code, and where 40 percent or more of the frontage on the same block and same side of the street has been developed, excluding reverse corner lots, the front building line for all remaining undeveloped lots shall be determined by taking the average setback found on developed lots, excluding those that vary more than ten feet in depth; provided that the board of adjustment may permit a variance in case of hardship as defined by State Statute.

(c) *Open and unobstructed.* Every part of each required minimum yard or court established by setbacks and building lines shall be open and unobstructed from finished grade or, where applicable from such other specified level at which the yard or court is required, to the sky except as otherwise provided for in Code.

(d) *Architectural intrusion.* Every part of required yard or court shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, cornices, chimneys, buttresses, ornamental features, and eaves; provided, however, that none of the projections shall extend into a court more than six inches nor into a minimum yard more than 24 inches.

(e) *Reverse corner lots.* Setbacks on reverse corner lots shall be the same as if the structure were facing the same direction as the structures on non-reverse corner lots on the same block.

(f) *Nonconforming reverse corner lots.* On reverse corner lots that were subdivided before the adoption of subdivision regulations and do not meet minimum lot size

requirements, the minimum setbacks shall be 5 feet from the side street (front), alley, and rear property lines; and the maximum lot coverage shall be 60%.

(g) *Nonconforming corner lots.* Any addition to a structure on a corner lot legally developed with a side street setback less than is currently permitted by code may continue along that same side street building line provided such building line is a minimum of 5 feet from the side street property line and is not located within the front or rear yard setbacks."

SECTION 10. Section 111-444. Yard allowances is amended as follows:

"Sec. 111-444. - Yard allowances.

Yard Requirements				
Use	Street Side Yard of a Corner Lot	Interior Side Yard	Rear Yard	Front Yard
Open storage of boats, trailers, and campers	Anywhere in above yard	Anywhere in above yard	Anywhere in above yard	Not Allowed
Television, radio equipment, and satellite dishes	Anywhere in above yard	Anywhere in above yard	Anywhere in above yard	Not Allowed
Garages, carports, and other accessory buildings	Anywhere except within required setbacks	Anywhere except within required setbacks	Anywhere except within required setbacks	Not Allowed
Intrusion into Setbacks:				
Cornices, chimneys, planters or similar architectural features	Two feet	Two feet	Two feet	Two Feet
Fire escapes	Four feet	Four feet	Four feet	Four Feet
Enclosed Porch	Not Allowed	Not Allowed	Not Allowed (b)	Not Allowed (b)
Open Porch	Three Feet (a)	Three Feet (a)	Three Feet (a)(b)	Three Feet (a)(b)

Unenclosed Porch	Not Allowed	Not Allowed	Not Allowed (b)	Not Allowed (b)

(a) Setback intrusion shall only occur to the extent it is necessary to meet the minimum landing size required by the city building code, and intrusion shall not be permitted in situations where an existing porch was enclosed or turned into a room.

(b) See Sec. 111-443 (a)."

SECTION 11. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date ofthis Ordinance.

SECTION 12. 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.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 111 Proposed Amendments
(Notice; unchanged sections not included)

DIVISION 2. ACCESSORY DWELLING UNITS

Sec. 111-21. Purpose.

The purpose of this Code is to provide for the development of one-family dwelling units that are accessory to an existing dwelling structure on the same lot. This Code protects the safety, convenience, and welfare of adjacent and surrounding land uses through appropriate zoning and land use control.

Sec. 111-22. Applicability.

This Code shall apply to all newly constructed accessory dwelling units as well as any improvements thereto. Existing accessory dwelling units shall not be required to meet this Code until such time as they are reconstructed or reconfigured unless such dwelling was an illegal nonconforming use at the time of the adoption of this Code.

Sec. 111-23. General Requirements.

The following criteria shall be considered the minimum requirements for accessory dwelling units:

(a) It shall be constructed using the same general design guidelines for one-family housing found in Section 111-162 except as permitted in the R-4 zoning district.

(b) It shall not exceed a total square footage that is the lesser of 80% of the footprint of the principal residence, or 800 square feet.

(c) The owner of the lot is required to live on the property for a minimum of one year but may reside in either dwelling.

(d) The accessory dwelling shall share utility connections with the main building unless it is found advantageous by the City Manager or designee to permit separate service connections.

(e) Detached accessory dwellings shall be no taller than the principal dwelling structure, or 18 feet, whichever is greater except that detached garages with an accessory dwelling on the second story shall be permitted to be 26 feet in height.

(f) The maximum lot coverage on lots with an accessory dwelling unit shall be increased to 50%.

(g) Detached accessory dwellings shall follow the same setback and building separation requirements as other detached accessory structures.

(h) One off street parking space is required for the accessory dwelling in addition to the required off street parking for the principal dwelling structure.

(i) The property shall be subject to a deed restriction stating that the accessory dwelling shall not be sold separate from the main building and that the lot may not be split unless such lot meets the minimum requirements of the subdivision code.

Secs. 111-24—111-40. - Reserved.

Sec. 111-42. Process.

The administrative process of an AEDS shall be the same as that of a final plat. The application and fee for the AEDS shall be accompanied by a survey of the proposed tract prepared by a licensed surveyor, a site plan showing utility access and ingress/egress access to a public right of way, including the necessary transportation and utility requirements of this code, and an agreement signed by the property owner of the AEDS and the owner

of the remaining minimum 80 acre tract. The ordinance approving the AEDS, a survey of the AEDS tract, and the agreement signed by the property owner of the AEDS and the owner of the remaining minimum 80 acre tract, shall be filed at the Box Butte County Courthouse. Such agreement shall act to bind any subsequent owners of both tracts to the requirements of this Code.

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

Sec. 111-122. Residential and light commercial requirements.

In C-0, C-1, and in all residential zoning districts, no fence shall be erected, constructed, reconstructed, or moved except those which follow these guidelines:

(1) *Location and height.*

a. Facing the front lot line within 25 feet of said line on an interior lot. An open fence or a closed fence with no more than 50 percent closed construction, not exceeding 48 inches in height. The portion of the fence that sits between the front building line of a nonconforming principal building, excluding any porches, patios, or enclosed entryways, and the front lot line setback, may be constructed using the criteria in part (e) of this subsection with the approval of the neighboring property owner.

b. Facing the front lot line within 25 feet of said line on a corner lot. Any fence constructed within the fence vision triangle must not be more than 50 percent closed construction and not exceeding 48 inches in height. Fences outside the fence vision triangle may be constructed using the criteria in part (a) of this subsection.

c. Facing the side lot line adjacent to the side street on a corner lot. Any fence constructed within the fence vision triangle or within a driveway vision triangle must not be more than 50 percent closed construction. Fences outside the fence vision triangle or driveway vision triangle may follow the guideline in part (e) of this subsection.

d. Facing the interior side lot line within 25 feet of the front property line. Any open fence or closed fence not exceeding 48 inches in height. The portion of the fence that sits between the front building line of a nonconforming principal building, excluding any porches, patios, or enclosed entryways, may be built using the criteria in part (e) of this subsection with the approval of the neighboring property owner.

e. Fences along all other lot lines. May be open or closed. They shall be limited to 72 inches in height.

(2) *Material.* All fences shall be constructed using only the following fencing material:

a. Board wood not exceeding 12 inches in width.

b. Polyvinyl Chloride (PVC) or other plastics similar in appearance.

c. Fiberglass.

d. Wrought iron.

e. Wood simulated composite.

f. Masonry.

g. Chain link (not chain), decorative wire, or decorative border fencing.

h. Chicken wire, barbed wire, welded wire, kennel type fencing, corrals, and electrically charged fences are not permitted except in R-R zoning.

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

Sec. 111-123. Heavy commercial, industrial, and Ag requirements.

In C-2, C-3, Ag, and all industrial zoning districts, no fence shall be erected, constructed, reconstructed, or moved except those that meet the following guidelines:

(1) *Location and height.*

a. Fences may not be greater than 96 inches in height provided any portion of the fence above 72 inches shall not exceed more than 50 percent closed construction except fences constructed for junkyards.

b. Fences with greater than 50 percent closed construction shall not be permitted within the fence vision triangle or driveway vision triangle; provided, they may be permitted if the applicant can demonstrate to the city manager or designee how its construction will not interfere with the regular and safe flow or vision of traffic. (Fences in C-2 are exempt from all vision triangle requirements).

c. In all districts except C-2, barbed wire or similar material may be allowed to construct the portion of the fence greater than 84 inches in height as long as such wire does not protrude into a public right-of-way or into the neighboring property. In C-3 districts, the portion of the fence containing barbed wire must be located in the rear or side yard.

(2) *Material.* All fences shall be constructed using only the following fencing material:

a. Board wood not exceeding 12 inches in width.

b. Polyvinyl Chloride (PVC) or other plastics similar in appearance.

c. Fiberglass.

d. Wrought iron.

e. Wood simulated composite.

f. Masonry.

g. Chain link (not chain), decorative wire, or decorative border fencing.

h. Non-reflective steel (or other similar metal) paneling, coated or painted with rust-resistant material; only if constructed in in M-1, M-2, and M-3 zoning districts.

i. Chicken wire, barbed wire, welded wire, kennel type fencing, corrals, and electrically charged fences are not permitted except in the Ag, Exclusive Agriculture zoning districts, or as allowed in the above code.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019; Ord. No. 2905, § 1, 7-21-2020)

Secs. 111-124—111-140. Reserved.

Sec. 111-242. One- and two-family dwelling parking requirements.

(a) *Permit required.* A construction permit is required for the construction, expansion, or alteration of all parking areas and drives leading thereto. The permit application shall be accompanied by a site plan showing the location of the work in relationship to lot lines and existing structures, the type and thickness of paving material, and how water runoff will be routed.

(b) *Stormwater runoff.* Stormwater shall be routed to lawns, yards, or other permeable surfaces when possible; however, it may not be routed to the neighboring lot without obtaining easement to do so.

(c) *Number of spaces.* There shall be provided a minimum of two off-street parking spaces for each family unit. Accessory dwelling units shall provide a minimum of 1 off street parking space in addition to any others required.

(d) *Location.*

(1) Such parking spaces must be located on the same lot as the principal building or buildings, or in a community garage or lot on the same block.

(2) Parking may be head-in from a public street or alley.

(3) Parking areas and drives leading thereto may be constructed adjacent and parallel to lot lines.

(e) *Construction material.* Off-street parking spaces and drives leading thereto shall be paved with Portland cement, asphaltic concrete, paving brick, gravel, or rock, provided that any gravel or rock shall not be allowed in the front or side yards.

(f) *Width.* One- and two-family dwellings are exempt from a maximum driveway width on the lot provided runoff is not routed to the street, but are limited to a 30 foot wide curb cut and a 24 foot wide driveway in the city right-of-way.

(g) *Spacing.* Driveways on the same lot shall be a minimum of 12 feet apart. Driveways on separate lots do not require a minimum separation distance.

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

Sec. 111-243. Off-street parking requirements for all other land uses.

(a) *Permit required.* A construction permit is required for all off-street parking lots, drives leading thereto, curbs, and drainage facilities within the city and its extraterritorial zoning jurisdiction as well as any parking lot improvements.

(b) *Application.* The application shall include, but may not be limited to, the following information:

(1) The name and address of the applicant.

(2) A statement that the applicant is the owner of the lot or the owner's agent.

(3) A legal description of such lot.

(4) A scale drawing of the proposed parking lot for which a construction permit is requested, including adjacent lot lines, present and proposed sidewalks, and access from all streets and alleys. Drawings should designate appropriate measurements, including ingress and egress locations, landscaping, parking layout, plan for handling Stormwater drainage, lighting, and surface material (type, depth, and subsurface preparations).

(5) A statement of the off-street parking lot needs and purposes for the permit.

(c) *Fee.* For each permit issued there shall be charged and collected from the applicant, a fee, in accordance with a schedule established by the city council.

(d) *Number of spaces.* The following table shall be used as a guideline in determining the number of spaces required for the land use as listed:

Minimum Number of Off-street Parking Spaces	
Land Use:	Number of Spaces
Hospitals/Institutional living	0.5 per bed and 0.5 per employee
Day care	0.75 per employee
Industrial	0.33 per employee
Commercial recreation:	

Indoor	5 per 1,000 gfa
Outdoor	0.25 per patron
Bowling	4 per 1,000 gfa
Assembly (auditoriums, churches, theaters, etc.)	Number of spaces must equal 25% of seating capacity
Bars, pubs, dancing	5 per 1,000 gfa
Restaurants:	
Sit-down	8 per 1,000 gfa
Fast-food	10 per 1,000 gfa
Medical/dental clinic	3.5 per 1,000 gfa
Veterinary clinic	1 per 1,000 gfa
Wholesale, warehouse	0.33 per employee
Office:	
Bank/insurance	2.5 per 1,000 gfa
General office	2.0 per 1,000 gfa
Motor vehicle sales and service	2.0 per 1,000 gfa
Retail:	
General	3 per 1,000 gfa
Shopping center	3 per 1,000 gfa
Hotels, motels	0.3 per sleep unit
Multi-family housing	1.5 per dwelling unit

Note: gfa = gross floor area

(e) *Reduced number of spaces.* The board of adjustment may permit the paving of fewer than the required number of spaces in cases where the immediate occupant of the property clearly shows that fewer spaces are needed at that time. Staff may also approve the utilization of on street parking spaces in lieu of off street parking spaces at a ratio of two on-street spaces to every one off-street space, provided any on street parking stall shall be adjacent to the subject property and each space shall be a minimum of 22 feet long and 8 feet wide.

(f) *Parking stall size.* Standard parking stall dimensions shall be at least nine feet by 20 feet or ten feet by 18 feet; parallel parking dimensions shall be a minimum of nine feet by 22 feet. If the stall is adjacent to a landscaped area at least four feet wide and an overhang is permitted into the landscaped area, the stall length may be reduced by two feet. Other parking dimensions shall be as established by the board of adjustment.

(g) *Construction material.*

(1) Nonresidential R-1 through C-3 inclusive. Parking lots in these districts shall be paved with Portland cement, asphaltic concrete, paving brick, rock or gravel provided any rock or gravel parking lot shall be in the rear yard, or as otherwise provided for in Code.

(2) All other zoning districts. The minimum parking lot surface material shall be rock or gravel.

(3) The thickness of material shall be approved by the city manager or designee giving due consideration to the likely use of the facilities heavy duty vehicles and anticipated degree of use.

(h) *Striping/marking.* Required off-street parking lots shall have individual spaces marked for hard surface parking lots.

(i) *Maneuvering.* Minimum parking lot aisle width shall be as follows:

Minimum Maneuvering Aisle Width	
Traffic Direction	Parking Stall Angle

	90 degree	60 degree	45 degree	30 degree	0 degree
One-way Traffic	24 feet	18 feet	16 feet	14 feet	15 feet
Two-way Traffic	24 feet	20 feet	20 feet	20 feet	20 feet

(j) *Prohibited activities.*

(1) Head-in parking from a public street or highway, excluding alleys, shall not be allowed.

(2) No signs shall be permitted within the required parking areas except those necessary for the orderly parking thereon.

(3) No parking or maneuvering incidental to parking shall be on any public street or walk; parking lot design shall be that any automobile may be parked and unparked without moving another.

(k) *Driveways.* Ingress and egress shall be by means of paved driveways constructed in accordance with city standards based on the land use and the zoning district location as follows:

(1) Nonresidential R-R through R-4 inclusive are limited to a maximum width of 30 feet.

(2) C-0 through C-3 inclusive shall form and maintain driveways no less than 25 feet wide but no greater than 40 feet wide.

(3) Ag and M-1 through M-3 shall form and maintain driveways no less than 30 feet wide but no greater than 45 feet wide.

(4) The minimum distance between driveways shall be 12 feet except in one- or two-family dwellings located on two different lots.

(l) *Setbacks.*

(1) The back of the curb of a parking area shall not be closer than three feet to a lot line unless wheel stops are placed and maintained at the three foot line.

(2) Pedestrian protection in the form of curb or wheel stops shall be placed a minimum of three feet from any sidewalk.

(3) Multifamily parking shall not be located in the front yard setback, the front yard, or the side street setback on a corner lot.

(m) *Stormwater.* Stormwater requirements shall be in accordance with chapter 113.

(n) *Accessibility.* Accessibility requirements shall be the same as found in the city building code.

(o) *Landscaping and screening.*

(1) *Required to provide.* Each unenclosed hard surface parking facility over 6,000 square feet shall provide and maintain interior landscaped area equal to no less than five percent of the total paved area of the parking facility. All vision clearances shall be met according with chapter 20.

(2) *Drawing submittal.* A landscaping plan must be submitted with an off-street parking permit application for all hard surface lots. Such plan shall be drawn to scale, include the entire lot or tract and shall show ground covers such as seeded or sodded areas, shade trees, shrubs and any walls or fences. Such areas and facilities as loading docks, trash bins and outside storage yards shall be screened by such trees, shrubs and fences to the extent that the appearance of the premises from adjacent streets and property is attractive and pleasing. The purpose and intent of such landscaping is to provide shade and greenery, soften architectural lines, provide maximum absorption of surface water and present an attractive appearance. Large parking lots shall be divided down into sections as appropriate for the type and size of the development.

(3) *Appeal.* The adequacy of the landscape plan shall be reviewed and determined by the city manager or designee and any other city departments as appropriate. An applicant may appeal a denial of a landscape plan to the board of adjustment if feels that the denial is unreasonable and the board of adjustment shall have the final approval or denial authority. Compliance with the landscape and screening plan, as approved, is mandatory and any failure to carry out all details of said plan shall be deemed a violation of the zoning code.

(4) *Bordering residential neighborhoods.* Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the city official.

(5) *Landscaping maintenance.* The property owner is responsible for maintenance and/or replacement of the landscaping according to the permitted landscape plan. Dead and dying plants shall be replaced by the owner. No buildings, storage of materials, or parking shall be permitted within the landscaped area, and the landscaped area shall be maintained and kept free of all debris, rubbish, weeds and tall grass.

(p) *Lighting.* Lighting is required for all new off-street parking lots unless an exemption is given by the city manager or designee, and the purpose of the exemption be filed with the construction permit.

(1) Any lights used to illuminate the parking areas shall be so arranged to direct light away from any adjacent lots in a residential district.

(2) All lighting requirements will be based upon the National Electrical Code and the table as follows:

Open Parking Facilities						
General Parking and Pedestrian Area				Vehicle Use Area		
Level of Activity	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)
High	10	0.9	4:1	22	2	3:1
Medium	6	0.6	4:1	11	1	3:1
Low*	2	0.2	4:1	5	0.5	4:1

*This recommendation is based on the requirement to maintain security at any time in areas where there is a low level of nighttime activity.

Covered Parking Facilities					
Day			Night		
Areas	Lux (min. on pavement)	Foot-candles (min. on pavement)	Lux (min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)
General parking and pedestrian areas	54	5	54	5	4:1
Ramps and corners	108	10	54	5	4:1
Entrance areas	538	50	54	5	4:1

(q) *Garbage collection in parking lots.* If an alley is not available or large enough, space may be allocated in the parking lot for an adequate number of solid waste containers as determined by the city sanitation department. Such space shall not be located in the required front yard or side-yard setback areas, shall be free of any restraints from other utilities or parked vehicles, and must be accessible to collection trucks. Parking stalls occupied by containers will not count towards the required minimum number of off-street parking spaces. In the event the property is served by a commercial solid waste disposal firm, placement of the collection containers must be approved by the city. However, this is not intended to restrict the temporary placement of roll-out containers moved to the curb or alley for solid waste collection purposes.

(r) *Nonconforming parking lots.*

(1) Preexisting violations. Any and all violations of previous parking regulations of said city that have accrued at the time of the effective date of the ordinance from which this chapter is derived which would otherwise become legal nonconforming uses under this chapter shall not become legal nonconforming uses under this chapter, but shall remain violations of this chapter in the same manner that they were violations of prior parking regulations.

(2) Legal preexisting. All off-street parking lots in existence at the time of the passage of the ordinance from which this section is derived shall be considered legal preexisting, nonconforming parking lots if they met the requirements before its passage but no longer meet the new requirements. These lots shall be allowed to remain provided the use of the facility for which they are intended does not change in occupancy classification and they are maintained in good condition, free of all weeds, trash, other debris, and water pools or puddles.

(3) Alterations and additional off-street parking stalls shall meet the newly adopted standards.

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

Sec. 111-403. Permitting.

No solar energy system shall be constructed or installed without the approval of the Alliance Municipal Electric Superintendent; the issuance of a building permit; a conditional use permit from the city for systems greater than 500 square feet in photovoltaic cell area; as well as any other necessary permits required by the state for such installations.

(1) The applicant shall obtain written permission from the electric department superintendent. Such written approval shall be submitted to community development in addition to the construction drawings, building permit, and CUP application (if necessary).

(2) Additions to an existing solar energy system or an additional system that would result in the total amount of cell area greater than 500 square feet shall require a CUP.

(3) The applicant shall call for inspections during construction and before putting the system into service. Any use of the system before a final inspection by the city and state shall merit the immediate disconnect of electric utilities from the Alliance Municipal Electric System.

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

Sec. 111-443. Setback exceptions.

(a) *Porches.* Porches on one and two-family dwellings may extend six feet into the required front or rear setback if:

1. The dwelling is located in a neighborhood that was developed prior to April 7, 1938. A neighborhood shall be considered developed as such when a majority of the houses fronting the same side of the street on the same side of the block, were constructed prior to April 7, 1938

according to the Box Butte County Assessor, Sanborn Insurance Maps, and/or any other credible sources staff may possess;

2. Multiple houses fronting the same side of the street on the same side of the block, were also legally constructed with porches extending into the front or rear yard setbacks;

3. Porches may not be extended into the front or rear setbacks on dwellings where the original porch was enclosed or converted to a room unless said enclosed porch or room meets the minimum setback requirements for one and two-family dwellings and the proposed porch meets the other provisions of this code;

4. Any porch extending into the front or rear setback shall not be turned into a room; and

5. Any porch extending into the front or rear setback shall not leave a setback of less than 15 feet from the property line to the front of the porch.

(b) *Residential front building line.* In subdivisions without front building lines dedicated on the plat, in covenants, or this code, and where 40 percent or more of the frontage on the same block and same side of the street has been developed, excluding reverse corner lots, the front building line for all remaining undeveloped lots shall be determined by taking the average setback found on developed lots, excluding those that vary more than ten feet in depth; provided that the board of adjustment may permit a variance in case of hardship as defined by State Statute~~, or where the configuration of the ground is such as to make conformity with the front yard requirements impractical~~.

(c) *Open and unobstructed.* Every part of each required minimum yard or court established by setbacks and building lines shall be open and unobstructed from finished grade or, where applicable from such other specified level at which the yard or court is required, to the sky except as otherwise provided for in Code.

(d) *Architectural intrusion.* Every part of required yard or court shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, cornices, chimneys, buttresses, ornamental features, and eaves; provided, however, that none of the projections shall extend into a court more than six inches nor into a minimum yard more than 24 inches. ~~Open and unroofed balconies on other than the main floor of residential buildings may extend into a required side yard.~~

~~(e) *Duplex, row, and townhouses.* In districts R-2, R-3, and their corresponding planned districts, attached single-family dwellings may be constructed on adjoining lots or a single lot planned for future separate ownership, provided that the structure shall be constructed with an occupancy separation wall meeting structural and fire requirements of the city codes. Further provided, this exception shall not reduce the required one-family dwelling minimum lot width to less than 40 feet for duplexes, and 20 feet for townhouses or rowhouses.~~

(e) *Reverse corner lots.* Setbacks on reverse corner lots shall be the same as if the structure were facing the same direction as the structures on non-reverse corner lots on the same block.

(f) *Nonconforming reverse corner lots.* On reverse corner lots that were subdivided before the adoption of subdivision regulations and do not meet minimum lot size requirements, the minimum setbacks shall be 5 feet from the side street (front), alley, and rear property lines; and the maximum lot coverage shall be 60%.

(g) *Nonconforming corner lots.* Any addition to a structure on a corner lot legally developed with a side street setback less than is currently permitted by code may continue along that same side street building line provided such building line is a minimum of 5 feet from the side street property line and is not located within the front or rear yard setbacks.

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

Sec. 111-444. Yard allowances.

Yard Requirements				
Use	Street Side Yard of a Corner Lot	Interior Side Yard	Rear Yard	Front Yard
Open storage of boats, trailers, and campers	Anywhere in above yard	Anywhere in above yard	Anywhere in above yard	Not Allowed
Television, radio equipment, and satellite dishes	Anywhere in above yard	Anywhere in above yard	Anywhere in above yard	Not Allowed
Garages, carports, and other accessory buildings	Anywhere except within required setbacks	Anywhere except within required setbacks	Anywhere except within required setbacks	Not Allowed
Intrusion into Setbacks:				
Cornices, chimneys, planters or similar architectural features	Two feet	Two feet	Two feet	Two Feet
Fire escapes	Four feet	Four feet	Four feet	Four Feet
Enclosed Porch	Not Allowed	Not Allowed	Not Allowed (b)	Not Allowed (b)
Open Porch	Three Feet (a)	Three Feet (a)	Three Feet (a)(b)	Three Feet (a)(b)
Unenclosed Porch	Not Allowed	Not Allowed	Not Allowed (b)	Not Allowed (b)

(a) Setback intrusion shall only occur to the extent it is necessary to meet the minimum landing size required by the city building code, and intrusion shall not be permitted in situations where an existing porch was enclosed or turned into a room.

(b) See Sec. 111-443 (a).

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

Secs. 111-445—111-460. Reserved.

Ordinance No. 2962

AN ORDINANCE REPEALING CHAPTER 113 OF THE ALLIANCE MUNICIPAL CODE AND ADOPTING NEW PROVISIONS IN THEIR ENTIRETY FOR CHAPTER 113 OF THE ALLIANCE MUNICIPAL CODE; 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: Chapter 113 of the City Code is repealed in its entirely and is replaced as follows:

"Sec. 113-1. Master drainage study.

Alterations or impacts to the city's drainage system as defined by the adopted master drainage study may not occur without following the provisions of the drainage criteria manual. In the event of alterations substantially impacting the drainage system a drainage study must be approved by the city manager or designee prior to the issuance of a building permit. The final drainage report will outline the physical facilities that will be required of the applicant.

Sec. 113-2. Site runoff.

The city manager or designee shall ensure that post construction runoff does not exceed preconstruction runoff except for buildings located in the central business district. The city may approve other methods of dealing with post construction runoff, such as, but not limited to sharing retention or detention facilities with other property owners.

Sec. 113-3. Flood Plain Overlay District.

Sections 113-3 through 113-23 shall be known and may be referred to as the City of Alliance floodplain management ordinance.

Sec. 113-4. Purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize damages resulting from the loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, by applying the provisions of this ordinance to:

(a) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.

(b) Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
(c) Reduce financial burdens from flood damage borne by the community, its governmental units, is residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
(d) Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

Sec. 113-5. Administration.

The City Manager or designee shall be responsible for enforcing the floodplain ordinance and will be referred to as the floodplain administrator of the City of Alliance in this code. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance.

Sec. 113-6. Duties of the Floodplain Administrator.

Duties of the floodplain administrator shall include, but not be limited to the following:

(a) Review, approve, or deny all applications for floodplain development permits.
(b) Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
(c) Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
(d) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
(e) Coordinate with the Nebraska Department of Natural Resources to obtain base flood elevation information when applicable and required.
(f) Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
(g) Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
(h) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.

(i) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.
(j) Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
(k) Ensure the comprehensive development plan as amended is consistent with this ordinance.
(l) In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance . with this ordinance.

Sec. 113-7. Interpretation and conflict.

The provisions of this ordinance shall be held to be the minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes. This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

Sec. 113-8. Compliance.

Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 113-9. Where Applicable.

This ordinance shall apply to all lands within the jurisdictions of the City of Alliance identified on the flood insurance rate map (FIRM) community panels 310011 0005 A and 310011 0015 A dated July 16, 1987, as zone A and within the F, flood hazard zoning district established in chapter 109 of this code. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit, granted by the floodplain administrator under such safeguards and restrictions as the administrator may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in.

Sec. 113-10. Map Interpretation.

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map or the effective flood insurance rate maps. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or FIRM, the administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the City of Alliance board of adjustment shall interpret boundary locations. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the board and to submit their own technical evidence, if so desired.

Sec. 113-11. Flood Data.

(a) Sources: All zone A areas on the FIRM are subject to inundation of a base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. The community shall utilize any base flood elevation or floodway data currently available from the Nebraska department of natural resources, federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.

(b) Floodway: Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one foot at any location as shown in the flood insurance study or on base flood elevation determinations.

Sec. 113-12. Code Violation.

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation of the Alliance Municipal Code. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided. Violations of this code shall be prosecuted in accordance with section 101-6 of the city municipal code or as any other state or federal laws allow.

Sec. 113-13. Existing Code Violations; Saving Clause.

All rights or remedies of the City are expressly saved as to any and all violations of previous floodplain regulations or amendments thereto of the City that have accrued at the time of the effective date of the ordinance from which this chapter is derived; and that all existing violations of previous floodplain regulations which would otherwise become legal nonconforming uses under this chapter shall not become legal nonconforming uses under this chapter, but shall be violations of this chapter in the same manner that they were violations of prior floodplain regulations.

Sec. 113-14. Nonconforming Uses and Structures.

(a) Existing Structures: The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures or any structures having a nonconforming use status as the time of this ordinance. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of this code shall apply.

(b) Documentation: Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance status of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, and/or no rise certification.

(c) Cessation: A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance or that held a nonconforming use status, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

    (1) If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this ordinance. The utility department shall notify the floodplain administrator in writing of instances of nonconforming uses where utility services have been discontinued for a period of 12 months.
    (2) Uses or accessory uses thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

(d) Destroyed: If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any

alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

Sec. 113-15. Permit Required.

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

Sec. 113-16. Permit Application Requirements.

Floodplain permit applications shall be filed with the floodplain administrator on forms prescribed for that purpose and contain at a minimum:

(a) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
(b) Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
(c) Indicate the use or occupancy for which the proposed development is intended.
(d) Be accompanied by plans and specifications for proposed construction.
(e) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.
(f) Application fee.
(g) An elevation certificate based upon the finished construction, certifying the elevation of the lowest floor, including basement, and other relevant building components completed by a licensed surveyor, engineer, or architect for new and substantially improved structures.
(h) A floodproofing certificate completed by a licensed professional engineer or architect when floodproofing is utilized on an applicable structure.
(i) Information submitted with the application in enough detail that the floodplain administrator can determine that:

    (1) All such proposals are consistent with the need to minimize flood damage;
    (2) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
    (3) Structures will be anchored to prevent flotation, collapse, or lateral movement;

(4) Construction materials are flood resistant;
(5) Appropriate practices to minimize flood damage have been utilized; and
(6) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.

(j) Any other such information as reasonably may be required by the {floodplain administrator} shall be provided.

Sec. 113-17. General Development Requirements.

(a) Alteration or Relocation of a Watercourse:

(1) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
(2) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

(b) Encroachments consisting of any development in Zone A without a designated floodway that will cause a rise of more than one foot in the base flood elevation, or the alteration or relocation of a stream, the applicant shall:

(1) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
(2) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property.

Sec. 113-18. Floodproofing Requirements.

(a) Residential structures: All newly constructed or substantially improved residential structures located in Zone A shall have the lowest floor, including the basement, elevated at or above one foot above base flood elevation.
(b) Nonresidential structures: All newly constructed or substantially improved structures utilized for noresidential purposes shall have the lowest floor,

including the basement, elevated at or above one foot above base flood elevation, or floodproofed, including its utility and sanitary facilities, so that below one foot above base flood elevation:

(1) The structure is watertight with walls substantially impermeable to the passage of water; and;

(2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied and a floodproofing certificate shall be provided to the floodplain administrator.

(c) Space located below the lowest floor of all structures shall meet these minimum requirements:

(1) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

(2) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

i. A minimum or two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,

ii. The bottom of all openings shall not be higher than one (1) foot above grade, and

iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

Sec. 113-19. Construction and Design Standards.

(a) Anchoring: All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) Building Materials and Utilities:

(1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
(2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(c) Drainage: Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.
(d) Water Supply and Sanitary Sewer Systems

(1) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
(2) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
(3) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

(e) Other Utilities: All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.
(f) Storage areas:

(1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
(2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

(g) Recreational Vehicle Parking:

(1) Be on site for fewer than 180 consecutive days; and
(2) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
(3) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

(h) Manufactured Housing:

(1) Manufactured homes to be placed or substantially improved within floodplains on sites:
    i. Outside of a manufactured home park or subdivision,
    ii. In a new manufactured home park or subdivision,
    iii. In an expansion to an existing manufactured home park or subdivision, or
    iv. In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,

    Shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this code.
(2) Manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section 113-14 (h)(1)be elevated so that either;
    i. The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or
    ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this code.
(3) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section 113-14(i).
(4) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the

event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

i. Over-the-top ties shall be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
ii. Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
iii. Any additions to the manufactured home be similarly anchored.

(i) Subdivisions: Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

(1) All such proposals are consistent with the need to minimize flood damage;
(2) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
(3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
(4) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

Sec. 113-20. Variance Procedures.

The process for any appeal or variance application from this floodplain ordinance shall be as follows:

(a) The City of Alliance board of adjustment shall hear and decide appeals and requests for variances from the requirements of this ordinance.

(b) The board of adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this ordinance.

(c) Any person aggrieved by the decision of the board of adjustment or any taxpayer may appeal such decision to the District Court as provided in Nebraska Revised Statutes § 19-192 (for municipalities)

(d) In evaluating such appeals and requests, the board of adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:

(1) The danger to life and property due to flooding or erosion damage;
(2) The danger that materials may be swept onto other lands to the injury of others;
(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
(4) The importance of the services provided by the proposed facility to the community;
(5) The necessity of the facility to have a waterfront location, where applicable;
(6) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
(7) The compatibility of the proposed use with existing and anticipated development;
(8) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
(11) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

Sec. 113-21. Variance Requirements.

Variances shall only be issued in accordance with the following requirements:

(a) Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant due to the unique conditions of the premises.
(b) Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
(c) Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
(d) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (e) through (h) below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
(e) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
(f) Variances shall only be issued upon a determination that the variance in the minimum necessary, considering the flood hazard, to afford relief.
(g) The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
(h) All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

Sec. 113-22. Disclaimer.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood

fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of City of Alliance or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Sec. 113-23. Severability.

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby."

SECTION 2. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date ofthis Ordinance.

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

PASSED AND APPROVED this day of _____, 2023.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Firm

Chapter 113 DRAINAGE AND FLOODPLAIN MANAGEMENT

Sec. 113-1. Master drainage study.

Alterations or impacts to the city's drainage system as defined by the adopted master drainage study may not occur without following the provisions of the drainage criteria manual. In the event of alterations substantially impacting the drainage system a drainage study must be approved by the city manager or designee prior to the issuance of a building permit. The final drainage report will outline the physical facilities that will be required of the applicant.

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

Sec. 113-2. Site runoff.

The city manager or designee shall ensure that post construction runoff does not exceed preconstruction runoff except for buildings located in the central business district. The city may approve other methods of dealing with post construction runoff, such as, but not limited to sharing retention or detention facilities with other property owners.

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

Sec. 113-3. Flood Plain Overlay District.

Sections 113-3 through 113-23 shall be known and may be referred to as the City of Alliance floodplain management ordinance.

State Law Reference - Authority to so adopt, R.R.S § 31-1001 through § 31-1023.

Sec. 113-4. Purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize damages resulting from the loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, by applying the provisions of this ordinance to:

(a) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.

(b) Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.

(c) Reduce financial burdens from flood damage borne by the community, its governmental units, is residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.

(d) Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

Sec. 113-5. Administration.

The City Manager or designee shall be responsible for enforcing the floodplain ordinance and will be referred to as the floodplain administrator of the City of Alliance in this code. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance.

Sec. 113-6. Duties of the Floodplain Administrator.

Duties of the floodplain administrator shall include, but not be limited to the following:

(a) Review, approve, or deny all applications for floodplain development permits.

(b) Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.

(c) Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.

(d) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

(e) Coordinate with the Nebraska Department of Natural Resources to obtain base flood elevation information when applicable and required.

(f) Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.

(g) Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.

(h) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.

(i) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.

(j) Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.

(k) Ensure the comprehensive development plan as amended is consistent with this ordinance.

(l) In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.

Sec. 113-7. Interpretation and conflict.

The provisions of this ordinance shall be held to be the minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes. This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

Sec. 113-8. Compliance.

Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 113-9. Where Applicable.

This ordinance shall apply to all lands within the jurisdictions of the City of Alliance identified on the flood insurance rate map (FIRM) community panels 310011 0005 A and 310011 0015 A dated July 16, 1987, as zone A and within the F, flood hazard zoning district established in chapter 109 of this code. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit, granted by the floodplain administrator under such safeguards and restrictions as the administrator may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in.

Sec. 113-10. Map Interpretation.

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map or the effective flood insurance rate maps. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or FIRM, the administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the City of Alliance board of adjustment shall interpret boundary locations. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the board and to submit their own technical evidence, if so desired.

Sec. 113-11. Flood Data.

(a) Sources: All zone A areas on the FIRM are subject to inundation of a base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. The community shall utilize any base flood elevation or floodway data currently available from the Nebraska department of natural resources, federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.

(b) Floodway: Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one foot at any location as shown in the flood insurance study or on base flood elevation determinations.

Sec. 113-12. Code Violation.

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation of the Alliance Municipal Code. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided. Violations of this code shall be prosecuted in accordance with section 101-6 of the city municipal code or as any other state or federal laws allow.

Sec. 113-13. Existing Code Violations; Saving Clause.

All rights or remedies of the City are expressly saved as to any and all violations of previous floodplain regulations or amendments thereto of the City that have accrued at the time of the effective date of the ordinance from which this chapter is derived; and that all existing violations of previous floodplain regulations which would otherwise become legal nonconforming uses under this chapter shall not become legal nonconforming uses under this chapter, but shall be violations of this chapter in the same manner that they were violations of prior floodplain regulations.

Sec. 113-14. Nonconforming Uses and Structures.

(a) Existing Structures: The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures or any structures having a nonconforming use status as the time of this ordinance. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of this code shall apply.

(b) Documentation: Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance status of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, and/or no rise certification.

(c) Cessation: A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance or that held a nonconforming use status, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

(1) If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this ordinance. The utility department shall notify the floodplain administrator in writing of instances of nonconforming uses where utility services have been discontinued for a period of 12 months.

(2) Uses or accessory uses thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

(d) Destroyed: If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

Sec. 113-15. Permit Required.

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

Sec. 113-16. Permit Application Requirements.

Floodplain permit applications shall be filed with the floodplain administrator on forms prescribed for that purpose and contain at a minimum:

(a) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.

(b) Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.

(c) Indicate the use or occupancy for which the proposed development is intended.

(d) Be accompanied by plans and specifications for proposed construction.

(e) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.

(f) Application fee.

(g) An elevation certificate based upon the finished construction, certifying the elevation of the lowest floor, including basement, and other relevant building components completed by a licensed surveyor, engineer, or architect for new and substantially improved structures.

(h) A floodproofing certificate completed by a licensed professional engineer or architect when floodproofing is utilized on an applicable structure.

(i) Information submitted with the application in enough detail that the floodplain administrator can determine that:

(1) All such proposals are consistent with the need to minimize flood damage;

(2) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;

(3) Structures will be anchored to prevent flotation, collapse, or lateral movement;

(4) Construction materials are flood resistant;

(5) Appropriate practices to minimize flood damage have been utilized; and

(6) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.

(j) Any other such information as reasonably may be required by the {floodplain administrator} shall be provided.

Sec. 113-17. General Development Requirements.

(a) Alteration or Relocation of a Watercourse:

(1) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.

(2) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

(b) Encroachments consisting of any development in Zone A without a designated floodway that will cause a rise of more than one foot in the base flood elevation, or the alteration or relocation of a stream, the applicant shall:

(1) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and

(2) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property

Sec. 113-18. Floodproofing Requirements.

(a) Residential structures: All newly constructed or substantially improved residential structures located in Zone A shall have the lowest floor, including the basement, elevated at or above one foot above base flood elevation.

(b) Nonresidential structures: All newly constructed or substantially improved structures utilized for noresidential purposes shall have the lowest floor, including the basement, elevated at or above one foot above base flood elevation, or floodproofed, including its utility and sanitary facilities, so that below one foot above base flood elevation:

(1) The structure is watertight with walls substantially impermeable to the passage of water; and;

(2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied and a floodproofing certificate shall be provided to the floodplain administrator.

(c) Space located below the lowest floor of all structures shall meet these minimum requirements:

(1) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

(2) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

i. A minimum or two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,

ii. The bottom of all openings shall not be higher than one (1) foot above grade, and

iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

Sec. 113-19. Construction and Design Standards.

(a) Anchoring: All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) Building Materials and Utilities:

(1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.

(2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(c) Drainage: Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

(d) Water Supply and Sanitary Sewer Systems

(1) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.

(2) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.

(3) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

(e) Other Utilities: All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

(f) Storage areas:

(1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

(2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

(g) Recreational Vehicle Parking:

(1) Be on site for fewer than 180 consecutive days; and

(2) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or

(3) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

(h) Manufactured Housing:

(1) Manufactured homes to be placed or substantially improved within floodplains on sites:

i. Outside of a manufactured home park or subdivision,

ii. In a new manufactured home park or subdivision,

iii. In an expansion to an existing manufactured home park or subdivision, or

iv. In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,

Shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this code.

(2) Manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section 113-14 (h)(1)be elevated so that either;

i. The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or

ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this code.

(3) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section 113-14(i).

(4) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

i. Over-the-top ties shall be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;

ii. Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;

iii. Any additions to the manufactured home be similarly anchored.

(i) Subdivisions:

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

(1) All such proposals are consistent with the need to minimize flood damage;

(2) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;

(3) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(4) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

Sec. 113-20. Variance Procedures.

The process for any appeal or variance application from this floodplain ordinance shall be as follows:

(a) The City of Alliance board of adjustment shall hear and decide appeals and requests for variances from the requirements of this ordinance.

(b) The board of adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this ordinance.

(c) Any person aggrieved by the decision of the board of adjustment or any taxpayer may appeal such decision to the District Court as provided in Nebraska Revised Statutes § 19-192 (for municipalities)

(d) In evaluating such appeals and requests, the board of adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:

(1) The danger to life and property due to flooding or erosion damage;

(2) The danger that materials may be swept onto other lands to the injury of others;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity of the facility to have a waterfront location, where applicable;

(6) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,

(11) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

Sec. 113-21. Variance Requirements.

Variances shall only be issued in accordance with the following requirements:

(a) Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant due to the unique conditions of the premises.

(b) Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.

(c) Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(d) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (e) through (h) below have been fully considered.

As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

(e) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.

(f) Variances shall only be issued upon a determination that the variance in the minimum necessary, considering the flood hazard, to afford relief.

(g) The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

(h) All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

Sec. 113-22. Disclaimer.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of City of Alliance or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Sec. 113-23. Severability.

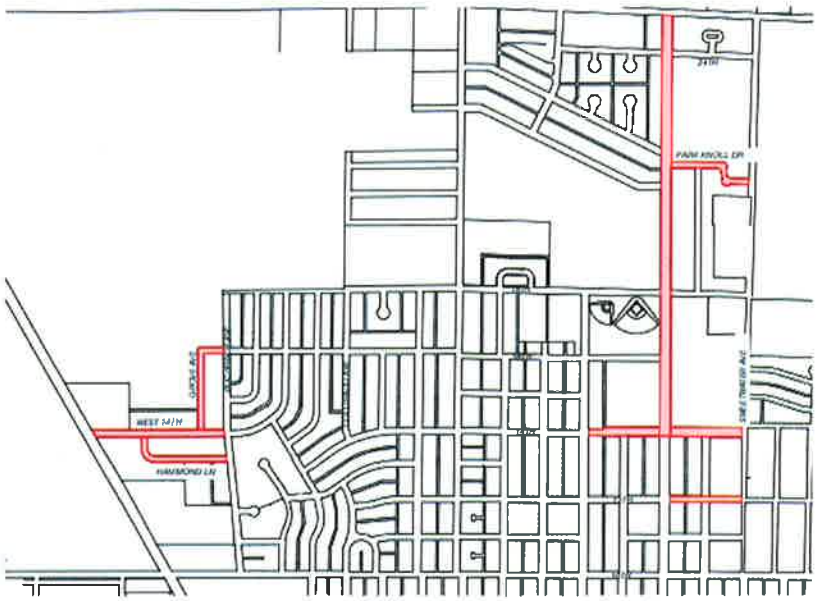
If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Narrative
June 20, 2023

Alliance Nebraska

RESOLUTION – AWARD OF CONTRACT FOR 2023 PAVEMENT REHABILITATION PROJECT

As part if its ongoing pavement preservation efforts, the City has once again prepared and bid a pavement rehabilitation project for 2023. The proposed roadways for this year include: Box Butte, Park Knoll, 14th, 12th, Grove and Hammond.



Work will generally consist of miscellaneous concrete repairs, milling of concrete and asphalt streets, placement of overlay fabric and placement of a 2" asphalt overlay.

The engineer's estimate for this work was $1,863,534.00. Available funds for pavement rehabilitation in the current year budget is approximately $1,851,586.80 after paying for engineering services. The project was advertised for three weeks in the local paper and bids were received on May 30, 2023. Three bidders submitted for this project, as shown on the attached recommendation from M.C. Schaff (engineers for the project).

The lowest responsible bidder recommended by the engineer and the city manager is Werner Construction in the amount of $1,393,250.00 (which includes the alternate bid item 4-A). It is anticipated that Werner would begin construction on July 24, 2023 and substantially complete cosntruction by September 30, 2023. There is a possibility that due to weather, construction will continue into the 2024 construction season.

RECOMMENDATION: APPROVE ENTERING INTO A CONTRACT WITH WERNER CONSTRUCTION FOR THE 2023 ALLIANCE PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF $1,393,250.00

RESOLUTION NO. 23-50

WHEREAS, The City has determined that streets in the City of Alliance should be improved by overlaying the roads with asphalt; and

WHEREAS, M.C. Schaff and Associates, an engineering firm for the City, has let bids for the 2023 Alliance Pavement Rehabilitation Project with three bids being received; and

WHEREAS, M.C. Schaff and Associates recommends that the City award the bid to Werner Construction., Hastings, Nebraska, in the amount of One Million Three Hundred Ninety-three Thousand Two Hundred Fifty and 50/100ths Dollars, ($1,393,250.00) as the lowest, responsive, and responsible bidder for the Asphalt Overlay Project.

NOW, THEREFORE, BE IT RESOLVED, By the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign a contract with Werner Construction, Hastings, Nebraska, for the Alliance Pavement Rehabilitation Project, as the lowest, responsive and responsible bidder obtained by M.C. Schaff and Associates.

BE IT FURTHER RESOLVED, that the contract for asphalt overlay as specifically set forth in the bidding documents, is hereby awarded to Werner Construction in the total amount of One Million Three Hundred Ninety-three Thousand Two Hundred Fifty and 50/100ths Dollars, ($1,393,250.00) and will be paid from Account No. 24-41-41-51-930.

BE IT FURTHER RESOLVED, Staff shall contact the successful bidder so that contractual arrangements can be finalized, and work can commence according to the terms of the bid.

PASSED AND APPROVED this 20th day of June, 2023.

_____

Earl Jones, Mayor

(SEAL)

Attest: _____

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

_____

Simmons Olsen Law Office, Legal Counsel

May 31, 2023

City of Alliance
320 Laramie Avenue
Alliance, NE 69301
Attn: Seth Sorensen

RE: 2023 Alliance Pavement Rehabilitation Project
Alliance, NE 69301

Honorable Mayor and Council Members:

A bid opening was held on May 30, 2023 for the above referenced project, at the Alliance City Hall Building, Alliance, Nebraska.

The project was advertised for four (4) weeks prior to the bid opening, which meets the City's requirements for notification. Three (3) general contractors received plans and specifications prior to the bid opening.

Three (3) contractors submitted a bid on the project:

Bidder	Base Bid Items 1 -16	Bid Items w/ Alt Item 4-A
Werner Construction, Hastings NE	$1,312,850.00	$1,393,250.00
Simon Contractors, North Platte NE	$1,895,000.00	$2,002,200.00
Peltz Companies, Alliance NE	$2,040,430.00	$$2,155,670.00
Engineer's Estimate	***$1,711,600.00***	***$1,818,800.00***

The base bid included mobilization, cold milling, pavement fabric installation, 2-inch bituminous overlay and miscellaneous concrete repairs at the following locations:

Box Butte Ave	14th Street to 25th Street
12th St	Box Butte Avenue to Sweetwater Avenue
14th St	Cheyenne Avenue to Sweetwater Avenue
Park Know Dr	Box Butte Avenue to Sweetwater Avenue
Grove Ave	W.16th Street to Buchfinck Avenue
Hammond Ln	W. 14th Street to Buchfinck Avenue
W. 14th St	Dead End to Buchfinck Avenue
W. 16th St	Dead End to Buchfinck Avenue

The base bid includes a pavement overlay fabric under the asphalt on all concrete streets to help prevent reflective cracking in the asphalt. The proposal form includes an alternate bid item (4-A) to provide an

Engineered High Temperature, Elastomeric Polymer, Pre-Coated, HMA Reinforcing Paving Mat under the asphalt overlay on the concrete streets. This alternate material is new to the industry and provides additional tensile strength to the asphalt overlay for better performance over time. The alternate pavement mat will provide approximately 1" – 1.5" of additional asphalt strength to the overlays on the concrete streets. Based upon the additional cost to use Alternate Bid Item 4-A of the low bid proposal from Werner Construction ($80,400.00) we feel cost/benefit to the City of Alliance over the life of the project is worth the additional cost and should be utilized in the project if city funding is available.

A copy of the detailed bid tabulation is attached to this letter for your review.

The Engineer completed a tabulation of the bid proposals and no mathematical errors were noted.

Each bidder provided a bid bond in the amount of 5% of the bid in accordance with bid proposal requirements.

The bidders provided the following project completion dates with their proposal:

Bidder	Start Date
Werner Construction, Hastings NE	November 6, 2023
Simon Contractors, North Platte NE	September 20, 2024
Peltz Companies, Alliance NE	September 20, 2023

There was one (1) addendum issued prior to the bid opening. All three bidders acknowledged receipt of Addendum #1 (Dated 5/24/2023) in their bid proposal.

Having reviewed the bid proposals submitted, we make the following recommendation:

> We recommend the city accept the bid proposal from Werner Construction, with alternate bid item 4-A, in the amount of ***$1,393,250.00***.

Respectfully,
FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

Jeff Wolfe

Jeff Wolfe

Cc: Shelbi Pitt – Alliance City Clerk
Ross Grant – Alliance Street Superintendent

Enclosure

M.C. Schaff & Associates, Inc.

818 S Beltline Highway East
Scottsbluff, Nebraska 69361
308-635-1926 Phone 308-635-7807 Fax
www.mcschaff.com

simply smart solutions

Alliance 2023 Pavement Rehabilitation Project City of Alliance, Alliance, NE Bid Date: May 30, 2023 @ 2:00 pm Mountain Time				Werner Construction P.O. Box 1087 Hastings, NE 68902		Simon Contractors 315 N. Dewey St, Suite 205 North Platte, NE 69101		Peltz Companies, Inc. P.O. 612 Alliance, NE 69301		Engineers Estimate	
No.	**Description**	**Unit**	**Qty**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
Base Bid											
1	Mobilization	LS	1	$ 50,000.00	$ 50,000.00	$ 224,300.00	$ 224,300.00	$ 240,000.00	$ 240,000.00	$ 75,000.00	$ 75,000.00
2	Traffic Control & Safety	LS	1	$ 55,000.00	$ 55,000.00	$ 22,000.00	$ 22,000.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00
3	Remove Existing Pavement, Curb, or Walk	SF	4,800	$ 5.00	$ 24,000.00	$ 4.00	$ 19,200.00	$ 4.00	$ 19,200.00	$ 10.00	$ 48,000.00
4	Non-Woven Pavement Overlay Fabric	SY	26,800	$ 5.50	$ 147,400.00	$ 8.00	$ 214,400.00	$ 8.70	$ 233,160.00	$ 6.00	$ 160,800.00
5	Cold Milling Class 1 - Uniform Asphalt	SY	1,400	$ 5.50	$ 7,700.00	$ 15.00	$ 21,000.00	$ 16.35	$ 22,890.00	$ 12.00	$ 16,800.00
6	Cold Milling Class 2 - Taper Asphalt	SY	6,800	$ 4.75	$ 32,300.00	$ 8.00	$ 54,400.00	$ 8.70	$ 59,160.00	$ 10.00	$ 68,000.00
7	Cold Milling Class 3 - Uniform Concrete	SY	2,500	$ 5.50	$ 13,750.00	$ 16.00	$ 40,000.00	$ 17.40	$ 43,500.00	$ 10.00	$ 25,000.00
8	Cold Milling Class 4 - Taper Concrete	SY	10,800	$ 4.75	$ 51,300.00	$ 10.00	$ 108,000.00	$ 10.90	$ 117,720.00	$ 25.00	$ 270,000.00
9	Emulsified Asphalt Tack Coat	GAL	3,000	$ 3.00	$ 9,000.00	$ 6.00	$ 18,000.00	$ 6.50	$ 19,500.00	$ 7.00	$ 21,000.00
10	2-inch Asphalt Concrete Type SPR	SY	43,500	$ 17.00	$ 739,500.00	$ 23.00	$ 1,000,500.00	$ 25.00	$ 1,087,500.00	$ 18.00	$ 783,000.00
11	Adjust Existing Manhole to Grade w/New Cover	EA	18	$ 3,700.00	$ 66,600.00	$ 3,000.00	$ 54,000.00	$ 3,000.00	$ 54,000.00	$ 4,000.00	$ 72,000.00
12	Adjust Existing Water Valve Box to Grade	EA	6	$ 1,500.00	$ 9,000.00	$ 1,200.00	$ 7,200.00	$ 1,200.00	$ 7,200.00	$ 1,500.00	$ 9,000.00
13	Asphalt Concrete for Patching	TON	200	$ 175.00	$ 35,000.00	$ 260.00	$ 52,000.00	$ 283.00	$ 56,600.00	$ 300.00	$ 60,000.00
14	30-inch Curb & Gutter	LF	800	$ 61.00	$ 48,800.00	$ 50.00	$ 40,000.00	$ 50.00	$ 40,000.00	$ 60.00	$ 48,000.00
15	6-inch PCC Pavement	SY	200	$ 99.00	$ 19,800.00	$ 85.00	$ 17,000.00	$ 85.00	$ 17,000.00	$ 100.00	$ 20,000.00
16	Unclassified Excavation (Established Quantity)	CY	100	$ 37.00	$ 3,700.00	$ 30.00	$ 3,000.00	$ 30.00	$ 3,000.00	$ 100.00	$ 10,000.00
	Total Base Bid - Items 1 Thru 16			**$**	**1,312,850.00**	**$**	**1,895,000.00**	**$**	**2,040,430.00**	**$**	**1,711,600.00**
Alternate Bid											
4-A	Engineered Paving Mat	SY	26,800	$ 8.50	$ 227,800.00	$ 12.00	$ 321,600.00	$ 13.00	$ 348,400.00	$ 10.00	$ 268,000.00
	Total Alternate Bid - Items 1-3, 4-A, 5-16			**$**	**1,393,250.00**	**$**	**2,002,200.00**	**$**	**2,155,670.00**	**$**	**1,818,800.00**

Addendum	**#1**	**#1**	**#1**
Bid Bond	**5%**	**5%**	**5%**
Completion Date	**11/6/2023**	**9/20/2024**	**9/20/2023**

Engineering Firm | Environmental Consulting Group

providing Simply Smart Solutions

DRAFT SPECIFICATIONS, PROPOSAL & CONTRACT FOR

ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT

CITY OF ALLIANCE

ALLIANCE, NEBRASKA

PREPARED BY

MC Schaff & Associates, Inc
818 S Beltline Hwy E
Scottsbluff, NE 69361
308.635.1926

PREPARED FOR

City of Alliance
P.O. Box D
Alliance, NE 69301
Brian Mischnick – Vice Mayor
Ross Grant – Street Superintendent

MCS FAMILY OF COMPANIES

RM220336-00

April 24, 2023

SPECIFICATIONS INDEX
Alliance 2023 Pavement Rehabilitation Project
Alliance, Nebraska

Description	Section
Advertisement for Bids	
Instructions to Bidders	200
Bid Form	410
Bid Bond	430
Notice of Award	510
Agreement	520
Notice to Proceed	550
Performance Bond	610
Payment Bond	615
Application for Payment	620
Certificate of Substantial Completion	625
General Conditions	700
Supplementary Conditions	800
Change Order	941
Pay Items	1000
Special Provisions	1010
Construction Surveying	1020
Portland Cement Concrete Pavement	4000
Portland Cement Concrete	4100
Portland Cement Concrete Curb and Gutter	4400
Cold Milling	4600
Bituminous Tack Coat	4700
Asphalt Concrete Pavement	4800
Bituminous Pavement Patching	4850
Non-Woven Pavement Overlay Fabric	4950
HMA Reinforcing Paving Mat	4955
Unclassified Excavation (Unsuitable Subgrade)	6050
Traffic Control	7000

Advertisement for Bids

Alliance 2023 Pavement Rehabilitation Project

Owner: City of Alliance - Public Works

Address: 1313 W. 1st Street, P.O. Box D, Alliance, NE 69301

Sealed Bids for the ***Alliance 2023 Pavement Rehabilitation Project*** for the City of Alliance will be received by Ross Grant, at the City of Alliance Public Works Building, 1313 W. 1st Street, Alliance, Nebraska 69301 until 11:00 A.M., Mountain Time XXX, 2023, and then at said office publicly opened and read aloud.

The work includes concrete curb repair, concrete panel repair, cold milling, inlays, asphalt patching, asphalt paving, utility adjustments and all other related work.

The Contract Documents may be examined at the following locations:

City of Alliance Public Works Building
1313 W. 1st Street
Alliance, NE 69301

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361
There is no charge for electronic PDF copies and a charge of $25.00 for each copy set, none of which will be refunded.

Bid security in the form of a certified or cashier's check or bid bond of 5% of the bid is required and should be made payable to the City of Alliance, Nebraska.

Published:
XXXX, 2023
XXXX, 2023
XXXX, 2023

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
AGC
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

Page

Article 1 – Defined Terms 1
Article 2 – Copies of Bidding Documents 1
Article 3 – Qualifications of Bidders 1
Article 4 – Examination of Bidding Documents, Other Related Data, and Site 1
Article 5 – Pre-Bid Conference 4
Article 6 – Site and Other Areas 4
Article 7 – Interpretations and Addenda 5
Article 8 – Bid Security 5
Article 9 – Contract Times 5
Article 10 – Liquidated Damages 5
Article 11 – Substitute and "Or-Equal" Items 5
Article 12 – Subcontractors, Suppliers and Others 6
Article 13 – Preparation of Bid 6
Article 14 – Basis of Bid; Comparison of Bids 7
Article 15 – Submittal of Bid 8
Article 16 – Modification and Withdrawal of Bid 8
Article 17 – Opening of Bids 9
Article 18 – Bids to Remain Subject to Acceptance 9
Article 19 – Evaluation of Bids and Award of Contract 9
Article 20 – Contract Security and Insurance 9
Article 21 – Signing of Agreement 10

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. ~~The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.~~

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within **five** days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. **A list of five similar projects and the primary contact's name and phone number.**

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

~~5.01 A pre-Bid conference will be held at _____ [a.m.][p.m.] local time on _____ at _____. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are [required] [encouraged] to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.~~

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 *Completion Time Comparisons*

A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID FORM
FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-410 Bid Form for Construction Contracts
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID FORM

Alliance 2022 Pavement Rehabilitation Project

City of Alliance, Nebraska

TABLE OF CONTENTS

Page

Article 1 – Bid Recipient 1

Article 2 – Bidder's Acknowledgements 1

Article 3 – Bidder's Representations 1

Article 4 – Bidder's Certification 2

Article 5 – Basis of Bid 3

Article 6 – Time of Completion 4

Article 7 – Attachments to This Bid 5

Article 8 – Defined Terms 5

Article 9 – Bid Submittal 6

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Alliance – Public Works
1313 W. 1st Street
P.O. Box D
Alliance, NE 69301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Alliance 2023 Pavement Rehabilitation

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	$_____	$_____
2	Traffic Control & Safety	1	LS	$_____	$_____
3	Remove Existing Pavement, Curb, Gutter, or Sidewalk	4,800	SF	$_____	$_____
4	Non-Woven Pavement Overlay Fabric	26,800	SY	$_____	$_____
5	Cold Milling, Class 1 – Uniform Depth Milling of Asphalt: 0-2"	1,400	SY	$_____	$_____
6	Cold Milling, Class 2 – Tapered Milling of Asphalt: 0-2" in 8'	6,800	SY	$_____	$_____
7	Cold Milling, Class 3 – Uniform Depth Milling of Concrete: 0-2"	2,500	SY	$_____	$_____
8	Cold Milling, Class 4 – Tapered Milling of Concrete: 0-2" in 8'	10,800	SY	$_____	$_____
9	Emulsified Tack Coat	3,000	GAL	$_____	$_____
10	2-inch Asphalt Concrete, Type SPR w/PG 58V-34 Binder	43,500	SY	$_____	$_____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

11	Adjust Existing Manhole to Grade with New Ring & Cover	18	EA	$_____	$_____
12	Adjust Existing Water Valve Box to Grade	6	EA	$_____	$_____
13	Asphalt Concrete for Patching, Type SPR w/PG 58V-34 Binder	200	TON	$_____	$_____
14	30-Inch PCC Curb & Gutter	800	LF	$_____	$_____
15	6-Inch PCC Pavement	200	SY	$_____	$_____
16	Unclassified Excavation (Unsuitable Subgrade)	100	CY	$_____	$_____
				TOTAL ITEMS 1 – 16	$_____

PROPOSED STARTING DATE _____

ALTERNATE BID ITEM

4-A	Engineered High Temperature, Elastomeric Polymer, Pre-Coated, HMA Reinforcing Paving Mat	26,800	SY	$_____	$_____

The City of Alliance reserves the right to increase/decrease project quantities depending on funding availability. The project shall be substantially completed by September 20, 2023 of the Notice to Proceed.

There shall be no work allowed July 19, 2023 through July 22, 2023.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided;

B. List of Project References;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _*Nebraska*_ is ____/____/____.

A Joint Venture

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ **Fax No.** _____

E-mail _____ _____

SUBMITTED on _____**, 20____.**

State Contractor License No. _____**.** ***[If applicable]***

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:
City of Alliance
324 Laramie Ave.
P.O. Box D
Alliance, NE 69301

BID
Bid Due Date: XXXX, 2023
Description: Alliance 2023 Pavement Rehabilitation Project, Alliance, NE

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Notice of Award

Date: _____

Project: Alliance 2023 Pavement Rehabilitation Project	
Owner: City of Alliance, Nebraska	Owner's Contract No.:
Contract:	Engineer's Project No.: RM220336-00
Bidder:	
Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2023 Alliance Pavement Rehabilitation Project

Alliance 2023 Pavement Rehabilitation

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	$_____	$_____
2	Traffic Control & Safety	1	LS	$_____	$_____
3	Remove Existing Pavement, Curb, Gutter, or Sidewalk	4,800	SF	$_____	$_____
4	Non-Woven Pavement Overlay Fabric	26,800	SY	$_____	$_____
5	Cold Milling, Class 1 – Uniform Depth Asphalt: 0-2”	1,400	SY	$_____	$_____
6	Cold Milling, Class 2 – Tapered Asphalt: 0-2” in 8’	6,800	SY	$_____	$_____
7	Cold Milling, Class 3 – Uniform Concrete: 0-2”	2,500	SY	$_____	$_____
8	Cold Milling, Class 4 – Tapered Concrete: 0-2“ in 8’	10,800	SY	$_____	$_____
9	Emulsified Tack Coat	3,000	GAL	$_____	$_____
10	Asphalt Concrete, Type SPR w/PG 58H-34 Binder	43,500	SY	$_____	$_____
11	Adjust Existing Manhole to Grade with New Ring & Cover	18	EA	$_____	$_____
12	Adjust Existing Water Valve Box to Grade	6	EA	$_____	$_____

13	Asphalt Concrete for Patching, Type SPR w/PG 58H-34 Binder	200	TON	$_____	$_____
14	30-Inch PCC Curb & Gutter	800	LF	$_____	$_____
15	6-Inch PCC Pavement	200	SY	$_____	$_____
16	Unclassified Excavation (Unsuitable Subgrade)	100	CY	$_____	$_____
				TOTAL ITEMS 1 – 16	$_____

The Contract Price of your Contract is _____ Dollars ($_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

   _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Alliance, Nebraska ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work includes concrete curb repair, concrete panel replacement, cold milling, inlays, driveway lugs, asphalt paving and all other related work.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Alliance 2023 Pavement Rehabilitation Project**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by M.C. Schaff & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed by **September 20, 2023** after the Notice to Proceed date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by **September 30, 2023** after the date when the Contract Times commence to run. **There shall be no work allowed July 19, 2023 through July 22, 2023.**

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$800.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$800.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: **N/A**. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Alliance 2023 Pavement Rehabilitation Project

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	$_____	$_____
2	Traffic Control & Safety	1	LS	$_____	$_____
3	Remove Existing Pavement, Curb, Gutter, or Sidewalk	5,220	SF	$_____	$_____
4	Non-Woven Pavement Overlay Fabric	21,550	SY	$_____	$_____
5	Cold Milling, Class 1 – Uniform Depth Milling Asphalt: 0-2”	1,190	SY	$_____	$_____
6	Cold Milling, Class 2 – Tapered Milling of Asphalt: 0-2” in 8’	2,470	SY	$_____	$_____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

7	Cold Milling, Class 3 – Uniform Depth Milling Concrete: 0-2”	8,920	SY	$_____	$_____
8	Cold Milling, Class 4 – Tapered Milling Concrete: 0-2” in 8’	1,260	SY	$_____	$_____
9	Emulsified Tack Coat	1,500	GAL	$_____	$_____
10	Asphalt Concrete, Type SPR w/PG 58H-34 Binder	31,420	SY	$_____	$_____
11	Adjust Existing Manhole to Grade with New Ring & Cover	18	EA	$_____	$_____
12	Adjust Existing Water Valve Box to Grade	2	EA	$_____	$_____
13	Asphalt Concrete for Patching, Type SPR w/PG 58H-34 Binder	200	TON	$_____	$_____
14	30-Inch PCC Curb & Gutter	720	LF	$_____	$_____
15	6-Inch PCC Pavement	450	SY	$_____	$_____
16	Unclassified Excavation (Unsuitable Subgrade)	50	CY	$_____	$_____
				TOTAL ITEMS 1 – 16	$_____

PROPOSED STARTING DATE _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. **95** percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage~~; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **5** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. This Agreement (pages 1 to __, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
    a. _____ (pages _____ to _____, inclusive).
    b. _____ (pages _____ to _____, inclusive).
    c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages __1___ to __62___, inclusive).
6. Supplementary Conditions (pages __1___ to __7___, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. [List other required attachments (if any), such as documents required by funding or lending agencies].
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed (pages _____ to _____, inclusive).
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. None

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
City of Alliance	_____
By: _____	By: _____
Title: Mayor	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
City of Alliance	_____
324 Laramie Ave	_____
PO Box D	_____
Alliance, NE 69301	_____
	License No.: _____ (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.* Agent for service of process: _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Notice to Proceed

Date:

Project: Alliance 2023 Pavement Rehabilitation Project	
Owner: City of Alliance, Nebraska	Owner's Contract No.:
Contract:	Engineer's Project No.: RM220336-00
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: **Notify the Engineer**

	City of Alliance, NE
	Owner
	Given by:
	Authorized Signature
	Title
	Date

Copy to City

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Alliance
324 Laramie Ave
PO Box D
Alliance, NE 69301

CONTRACT
Effective Date of Agreement:
Amount:
Description: Alliance 2023 Pavement Rehabilitation Project

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Alliance
324 Laramie Ave
PO Box D
Alliance, NE 69301

CONTRACT
Effective Date of Agreement:
Amount:
Description: Alliance 2023 Pavement Rehabilitation Project

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner): City of Alliance	From (Contractor):	Via (Engineer): **M.C. Schaff and Associates**
Project: **Alliance 2023 Pavement Rehabilitation Project**	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: **RM220336-00**

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE**..... $ _____
2. **Net change by Change Orders**..... $ _____
3. **Current Contract Price (Line 1 ± 2)**..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE**
   (Column F on Progress Estimate)..... $ _____
5. **RETAINAGE:**
   a. **5%** X _____ **Work Completed**..... $ _____
   b. **5%** X _____ **Stored Material**..... $ _____
   c. **Total Retainage (Line 5a + Line 5b)**..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**..... $ _____
8. **AMOUNT DUE THIS APPLICATION**..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE**
   (Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate — Contractor's Application

For (contract): **Alliance 2023 Pavement Rehabilitation Project**	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	Mobilization	1								
2	Traffic Control & Safety	1								
3	Remove Exst. Pavement, Curb, Gutter, Walk	4,800								
4	Non-Woven Pavement Overlay Fabric	26,800								
5	Cold Milling, Class 1 - Uniform Asphalt	1,400								
6	Cold Milling, Class 2 - Tapered Asphalt	6,800								
7	Cold Milling, Class 3 - Uniform Concrete	2,500								
8	Cold Milling, Class 4 - Tapered Concrete	10,800								
9	Emulsified Tack Coat	3,000								
10	2" Asphalt Conc., Type SPR w/PG 58H-34 Binder	43,500								
11	Adjust Existing Manhole to Grade w/Ring & Cover	18								
12	Adjust Existing Water Valve to Grade	6								
13	Asphalt Patching Type SPR w/PG 58H-34 Binder	200								
14	30-inch PCC Curb & Gutter	800								
15	6-inch PCC Pavement	200								
16	Unclassified Excavation (Unsuitable Subgrade)	100								
	Totals									

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate

Contractor's Application

For (contract): **Alliance 2023 Pavement Rehabilitation Project**	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Stored Material Summary

Contractor's Application

For (contract): **Alliance 2023 Pavement Rehabilitation Project**	Application Number:
Application Period:	Application Date:

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		Totals							

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Certificate of Substantial Completion

Project: Alliance 2023 Pavement Rehabilitation Project	
Owner: City of Alliance, Nebraska	Owner's Contract No.:
Contract:	Engineer's Project No.: RM220336

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill, Responsibility, Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 10
4.01 Availability of Lands 10
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 11
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 16
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 18
5.06 Property Insurance 18
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21
5.09 Acceptance of Bonds and Insurance; Option to Replace 21

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.10 Partial Utilization, Acknowledgment of Property Insurer 21

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 26
6.08 Permits 27
6.09 Laws and Regulations 27
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 30
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 32
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 34
7.01 Related Work at Site 34
7.02 Coordination 35
7.03 Legal Relationships 35

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 36
8.08 Inspections, Tests, and Approvals 36
8.09 Limitations on Owner's Responsibilities 36
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37
9.02 Visits to Site 37
9.03 Project Representative 38

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 38
9.07 Determinations for Unit Price Work 38
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 40
10.03 Execution of Change Orders 40
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 44
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 45
12.01 Change of Contract Price 45
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 48
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 49
13.06 Correction or Removal of Defective Work 49
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 51

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 54
14.04 Substantial Completion 55
14.05 Partial Utilization 55
14.06 Final Inspection 56
14.07 Final Payment 56
14.08 Final Completion Delayed 57
14.09 Waiver of Claims 58

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Article 15 – Suspension of Work and Termination 58
15.01 Owner May Suspend Work 58
15.02 Owner May Terminate for Cause 58
15.03 Owner May Terminate For Convenience 59
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 60
16.01 Methods and Procedures 60

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 61
17.03 Cumulative Remedies 61
17.04 Survival of Obligations 61
17.05 Controlling Law 61
17.06 Headings 61

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

    a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

    b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

   d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

      1) shall certify that the proposed substitute item will:

         a) perform adequately the functions and achieve the results called for by the general design,

         b) be similar in substance to that specified, and

         c) be suited to the same use as that specified;

      2) will state:

         a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

         a) all variations of the proposed substitute item from that specified, and

         b) available engineering, sales, maintenance, repair, and replacement services; and

      4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SUPPLEMENTARY CONDITIONS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

TABLE OF CONTENTS

		Page
SC-1.01.A.3	Application for Payment Form	2
SC-1.01.A.9	Change Order Form	2
SC-2.02	Copies of Drawings to be Furnished	2
SC-2.03	Contract Times	2
SC-4.02	Reports of subsurface Conditions	2
SC-4.06	Hazardous Environmental Conditions	2
SC-5.04	Limits of Liability	2
SC-6.17	Submittals	4
SC-9.03	Project Representative	4

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.4:

The Application for Payment form to be used on this Project is EJCDC No. C-620.

SC-1.01.A.9. Add the following language to the end of Paragraph 1.01.A.10:

The Change Order form to be used on this Project is EJCDC No. C-941.

SC-2.02. Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 4 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03. Delete Paragraph 2.03.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-4.02. Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

B. Not Used

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

   a. State: Statutory

   b. Applicable Federal (e.g., Longshoreman's): Statutory

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Employer's Liability: $500,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

   a. General Aggregate $2,000,000

   b. Products - Completed Operations Aggregate $1,000,000

   c. Personal and Advertising Injury $1,000,000

   d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

   e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

   f. Excess or Umbrella Liability

      1) General Aggregate $5,000,000

      2) Each Occurrence $5,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

   a. Bodily Injury:
      Each person $2,000,000
      Each Accident $2,000,000

   b. Property Damage:
      Each Accident $1,000,000

   c. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

   a. Bodily Injury:
      Each person $2,000,000
      Each Accident $2,000,000

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

b. Property Damage:

Each Accident	$2,000,000
Annual Aggregate	$2,000,000

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

2. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

3. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison*:

   a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work*:

    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

    b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

    a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

    a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    b. Maintain records for use in preparing Project documentation.

10. *Reports:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion*:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Alliance 2023 Pavement Rehabilitation Project	Owner: City of Alliance, NE	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: RM220336-00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

SECTION 1000 - PAY ITEMS

The entire construction cost of the Project shall be computed by multiplying the actual quantities of the Pay Items measured during the progress of the work and its completion by the unit price pertaining thereto as bid by the Contractor to whom the award is made and as accepted by the Owner. No payment will be made in addition to the amount allowed under the Pay Items for incidental work required to complete the work involved in the Project and to clean up the area in which the Contractor has worked.

All labor, tools, supplies and any and all other things required to do the construction work, involving, but not limited to the adjusting of water valves and curb stops, protection of water and gas mains, telephone and electric cables, storm, water and sanitary sewer, and moving on to and away from the job, and to complete the same in the manner acceptable to the Owner and the Engineer shall be included in said Pay Items which are defined as follows:

Alliance 2023 Pavement Rehabilitation Project

1. Mobilization

This pay item shall include all work incidental to the start-up and completion of this project.

This work shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred before beginning work at the project site.

The Contractor must include all costs that he/she expects to incur for all movements of his/her equipment and personnel. Additional payments will not be made should the Contractor elect to move his/her equipment and/or crew to another project site before the contracted work is complete or if the Contractor fails to adequately assess the actual cost of Mobilization for the contracted work.

Payment for this item shall be based on the **lump sum** price bid (LS) and shall be for one mobilization for the entire project.

Payment for this item will be made by the following schedule:

(1) A total of 50% of the lump sum bid for mobilization will be paid when the project is at least 5% complete based on total value of work completed.

(2) A total of 90% of the lump sum bid for the mobilization will be paid when the project is at least 10% complete based on total value of work completed.

(3) A total of 100% of the lump sum bid for the mobilization will be paid when the project is at least 100% complete.

2. Traffic Control and Safety

This work shall include the preparation of a traffic control plan for all work performed on the project. The plan is to be prepared by the contractor and submitted to the Engineer for review and acceptance. The plan must conform to the latest addition of the Manual on Uniform Traffic Control Devices (MUTCD) and Section 422 of the 2007 edition of the NDOR Standard Specifications for Highway Construction.

This item shall include furnishing, maintaining, and removing the temporary control devices described in the contractor's accepted traffic control plan. This item shall also include furnishing, maintaining and providing for flaggers and/or pilot cars as required and described in the contractor's accepted traffic control plan.

Payment for this pay item shall be made at the **lump sum** price bid (LS) for Traffic Control.

Payment for this item will be made by the following schedule:

(1) A total of 50% of the lump sum bid for traffic control will be paid when the project is at least 5% complete based on total value of work completed.

(2) A total of 75% of the lump sum bid for the traffic control will be paid when the project is at least 50% complete based on total value of work completed.

(3) A total of 100% of the lump sum bid for the mobilization will be paid when the project is at least 100% complete.

3. Remove Existing Pavement, Curb, Gutter or Sidewalk

The Engineer will designate the areas of existing concrete and asphalt surfaces which are to be removed. Such surfaces, in general, shall be large enough to permit placing of forms for the construction of the new work, and to provide the proper slopes to newly established grades.

The contractor shall provide and keep on the work site, a concrete saw which will be used in removing existing pavement, driveways, curb, gutter and sidewalks to true and straight line, regardless of the jointing in such surfaces.

Concrete and asphaltic concrete may be removed by milling or by other methods with prior approval by the Engineer. All removed material will be the responsibility of the Contractor and disposed of offsite in a manner approved by the Engineer. **The City of Alliance will not waive any landfill costs incurred by the Contractor.**

Payment for this item shall be made at the unit price bid per **square foot** (SF) for the removal and disposal of existing pavement, asphalt, curb, gutter or sidewalk.

4. Non-woven Pavement Overlay Fabric

This item shall include all work necessary to install the non-woven pavement overlay fabric per the locations shown on the plans. The work included in this item shall include all materials, labor, equipment, and all other incidental work necessary for installation of the non-woven pavement overlay fabric.

The work shall include the surface preparation, performance graded binder installation, and non-woven pavement overlay fabric installation as shown on the plans. This pay item shall also include any incidental items necessary to install the fabric in accordance with the manufacturer's recommendation.

There shall be no direct payment for the performance graded asphalt binder material it shall be considered subsidiary to the non-woven pavement overlay fabric.

Payment for this item will be made at the unit price bid per **square yard** (SY) of non-woven pavement overlay fabric installed. Quantities shall be paid upon actual in place dimensions, all lapping of fabric material shall not be paid for directly but shall be considered subsidiary to the non-woven pavement overlay fabric.

5. Cold Milling, Class 1 – Uniform Depth Milling of Asphalt: 0 – 2 inches

Cold milling will be measured to an accuracy of plus or minus 1 square yard for all **asphalt milling of a uniform depth** of 0-2-inches in a distance specified on the plans. The actual depth of the milling may vary depending on the cross section of the area to be milled. The millings will become the property of the City and shall be delivered by the Contractor to a City specified site.

Preparing the surface for milling is considered subsidiary to this pay item. This item will not be considered complete until all irregularities are considered removed by the Engineer. The Contractor shall mill an inlay the entire width of the street at the locations shown in the plans.

All millings we be property of the Owner and shall be stockpiled by the Contractor at a site designated by the Owner within the City corporate limits. Hauling and stockpiling of milling material is considered subsidiary to this pay item.

Payment for this item shall be made at the unit bid per price per **square yard** (SY) of Cold Milling Class 1. Inlays will be paid as Cold Milling, Class 1.

6. Cold Milling, Class 2 – Tapered Milling of Asphalt: 1 – 2 inches in 8 feet:

Cold milling will be measured to an accuracy of plus or minus 1 square yard for all **asphalt milling of a varied depth**, tapered from milling a 2-inch depth at the edge of the existing asphalt pavement to the top of the existing pavement in 8-feet. The millings will become the property of the City and shall be delivered by the Contractor to a City specified site.

Preparing the surface for milling is considered subsidiary to this pay item. This item will not be considered complete until all irregularities are considered removed by the Engineer.

All millings we be property of the Owner and shall be stockpiled by the Contractor at a site designated by the Owner within the City corporate limits. Hauling and stockpiling of milling material is considered subsidiary to this pay item.

Payment for this item shall be made at the unit bid per price per **square yard** (SY) of Cold Milling Class 2.

7. Cold Milling, Class 3 – Uniform Depth Milling of Concrete: 0 – 2 inches

Cold milling will be measured to an accuracy of plus or minus 1 square yard for all **concrete milling of a uniform depth** of 0-2-inches in a distance specified on the plans. The actual depth of the milling may vary depending on the cross section of the area to be milled. The millings will become the property of the City and shall be delivered by the Contractor to a City specified site.

Preparing the surface for milling is considered subsidiary to this pay item. This item will not be considered complete until all irregularities are considered removed by the Engineer.
Contractor shall mill an inlay in the **existing concrete pavement** the entire width of the street at the locations shown in the plans.

All millings we be property of the Owner and shall be stockpiled by the Contractor at a site designated by the Owner within the City corporate limits. Hauling and stockpiling of milling material is considered subsidiary to this pay item.

Payment for this item shall be made at the unit bid per price per **square yard** (SY) of Cold Milling Class 3. Inlays will be paid as Cold Milling, Class 3.

8. Cold Milling, Class 4 – Tapered Milling of Concrete: 0 – 2 inches in 8 feet

Cold milling will be measured to an accuracy of plus or minus 1 square yard for all **concrete milling of a varied depth**, tapered from milling a 2-inch depth at the edge of the existing concrete pavement to the top of the existing pavement in 8-feet. The millings will become the property of the City and shall be delivered by the Contractor to a City specified site.

All millings we be property of the Owner and shall be stockpiled by the Contractor at a site designated by the Owner within the City corporate limits. Hauling and stockpiling of milling

material is considered subsidiary to this pay item.

Preparing the surface for milling is considered subsidiary to this pay item. This item will not be considered complete until all irregularities are considered removed by the Engineer.

Payment for this item shall be made at the unit bid per price per **square yard** (SY) of Cold Milling Class 4.

9. Emulsified Tack Coat

This item shall include all work, material, equipment, and labor necessary to construct the emulsified asphalt tack coat to the lines, grade, and thickness shown on the plans, described in the specifications, or directed in the field by the Engineer.

This item shall include all cleaning of the existing surface and protection of the existing pavement, structures and property from "over spray" application of the tack coat. Any damage to surrounding property shall be the responsibility of the Contractor and shall be repaired or replaced at no cost to the Owner.

Payment for this item shall be made at the unit price bid per **gallon** (GAL) of emulsified tack coat applied, constructed and ready for use.

10. 2-inch Asphaltic Concrete, Type SPR w/PG 58H-34 Binder

This item shall include all work, material, equipment, labor, and subgrade preparation necessary to construct the asphalt concrete pavement to the lines, grade, and thickness shown on the plans, described in the specifications, or directed in the field by the Engineer.

This item shall include the PG 58H-34 Asphalt Binder and other additives, compaction, and protection of the finished work. There will be no incentive payments on this project of any kind including the use of RAP.

Payment for this item shall be made at the unit price bid per **square yard** (SY) of the various thicknesses of pavement, constructed and ready for use.

11. Adjust Existing Manhole To Grade with New Ring and Cover

This item shall include all work, material, equipment, labor, excavation, compacted backfill and all other incidental work necessary to adjust existing manholes to grade. This will include lowering manholes prior to milling and raising/adjusting to grade after asphalt overlay.

Upon removal of the existing manhole ring and cover the Contractor shall install a temporary cover over the existing manhole. The cover shall be of sufficient size to cover the entire manhole opening. The cover shall be made of a material that is capable of support HD20

loading. **Wood covers shall not be permitted**. There shall be no payment for the temporary covers, they shall be considered subsidiary to the adjust manhole pay item.

In all cases the adjustments shall include furnishing or removing adjustment rings or permanent shims as necessary to adjust manhole rings and covers to the new grade, and providing a 6" concrete collar a minimum of 4 feet x 4 feet square around the new ring and cover after adjusted to grade. Material used for adjustment rings shall create a continuous uniform seal between the ring and the manhole with no visible "gaps" between the rings and manhole section. The rings shall be made of concrete or other material as approved by the Engineer.

The Contractor shall include costs for installation of a new manhole cover and frame. The existing cover and frame shall be salvaged to the Owner.

Where necessary, this item shall include the rotation of the manhole deck, cone, and manhole section with steps as required keeping the access features of the rotated manhole in relative alignment.

Payment for this item will be paid for **each** (EA) existing manhole adjusted to grade by the Contractor.

12. Adjust Existing Water Valve Box To Grade

This item shall include all work, material, equipment, labor, excavation, compacted backfill and all other incidental work necessary to adjust existing water valve boxes to grade. This will include lowering valve boxes prior to milling and raising/adjusting to grade after asphalt overlay.

In all cases the adjustments shall include furnishing or removing adjustment rings or permanent shims as necessary to adjust valves and boxes to the new grade, and providing a 6" concrete collar a minimum of 2 feet x 2 feet square around the ring and cover after adjusted to grade. Material used for adjustment shall create a continuous uniform seal between the riser and the box with no visible "gaps" between the riser and extension.

The subgrade around the existing valve box shall be compacted to 100% as per ASTM D698. There shall be no direct payment for compaction of the subgrade, it shall be subsidiary to the valve box adjustment pay item.

Payment for this item will be paid for **each** (EA) existing water valve box adjusted to grade by the Contractor.

13. Asphaltic Concrete for Patching, Type SPR w/PG 58H-34 Binder

This item shall include all work, material, equipment, labor, and subgrade preparation necessary to construct the asphalt concrete pavement patching to the lines, grade, and thickness shown on the plans, described in the specifications, or directed in the field by the Engineer.

The subgrade below the existing asphalt shall be compacted to 100% as per ASTM D698. There shall be no direct payment for compaction of the subgrade, it shall be subsidiary to the asphalt patching pay item.

This item shall include the PG 58H-34 Asphalt Binder and other additives, compaction, and protection of the finished work. There will be no incentive payments on this project of any kind including the use of RAP.

Payment for this item shall be made at the unit price bid per **ton** (TON) of patching constructed and ready for use.

14. 30- Inch PCC Curb & Gutter

This item shall include all work, material, equipment, labor, grading, subgrade preparation, backfill and all other incidental work necessary to construct 30-Inch P.C. Concrete Curb and Gutter to the lines and grade as shown on the plans, described in the specifications, or directed in the field by the Engineer.

The subgrade below the existing curb and gutter shall be compacted to 100% as per ASTM D698. There shall be no direct payment for compaction of the subgrade, it shall be subsidiary to the curb and gutter pavement pay item.

Payment for this item shall be made at the unit price bid per **linear foot** (LF) of 30-inch P.C. Concrete Curb and Gutter.

15. 6-inch PCC Pavement

This item shall include all work, material, equipment, labor, grading and subgrade preparation necessary to construct the P.C. Concrete Pavement to the lines, grade, and thickness shown on the plans, described in the specifications, or directed in the field by the Engineer. This item shall include the jointing, curing and protection of the finished work.

The subgrade below the existing pavement shall be compacted to 100% as per ASTM D698. There shall be no direct payment for compaction of the subgrade, it shall be subsidiary to the concrete pavement pay item.

Payment for this item shall be made at the unit price bid per **square yard** (SY) of the 6-inch thickness of pavement, constructed and ready for use.

16. Unclassified Excavation (Unsuitable Subgrade)

This item shall include all work, material, equipment, labor, and all incidental work necessary to furnish and place the embankment material or excavate existing material designated by the engineer and described in these specifications.

All removed material will be salvaged to the Contractor and disposed of offsite in a

manner approved by the Engineer.

Saturated soil will not be considered unsuitable material. The Contractor will be required to dry the material to the moisture content that can be properly compacted to 95% standard density (ASTM D698). **All costs for drying and compacting soil shall be subsidiary to the removal pay item.** If material is encountered that has a PI of more than 7, it will be considered unsuitable material and the volume of unsuitable material removed shall be determined by the Engineer prior to removal.

Payment for this item will be based on the unit price bid per **cubic yard** (CY) of earthwork performed. The total price of this item will be based on the quantity designated by the engineer. Final cross sections will be made for as built records only to verify construction was done in conformance with the plans and specifications but not for the purpose of determining final quantities of earthwork. Water for use in the earthwork and for dust control shall be furnished by the contractor and will be subsidiary to this pay item. There will not be any fuel cost adjustment.

SECTION 1010 - SPECIAL PROVISIONS

1. General:

This project is needed to improve the condition of streets in Alliance. The maintenance of traffic in the project area, both through and local, is very important to the residents in the project area as well as the City of Alliance.

To satisfy the intent of the City and to have this project completed by the accepted completion date, work shall be so scheduled to minimize inconvenience and disruption of access to residents during construction.

2. Successful Bidder's Submittal:

The successful bidder after the award of contract will be required to submit in addition to the administrative forms and certifications, a detailed work schedule and traffic control plan. The submitted plan must be reviewed and approved by the City.

3. Protection of Existing Utility Services:

The Contractor shall protect all existing utility services and shall replace any damaged utility at his own expense. The Contractor will also be responsible for coordinating all utility relocation work with the appropriate utility company during the construction process. KNOWN LOCATIONS OF EXISTING VALVE AND MANHOLES HAVE BEEN IDENTIFIED ON THE PLANS. OTHER LOCATIONS MAY EXIST THAT HAVE NOT BEEN LABELED ON THE PLANS. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO LOCATE UTILITY STRUCTURES IN THE STREET, INCLUDING OBTAINING UTILITY LOCATES.

4. Definition of Terms (Standard NDOR Specifications):

Department – City of Alliance or Project Engineer

NDOT Central Laboratory – Panhandle Geotechnical and Environmental

NDOT Materials and Test Division – Panhandle Geotechnical and Environmental

SECTION 1020 - CONSTRUCTION SURVEYING

1. Owner and Contractor Responsibilities:

   Each project will have the construction staking and surveying done by either the Contractor or the Owner. When the pay item "Construction Staking and Surveying" is shown on the bid form under Article 5, then the Contractor shall accomplish the requirements in Paragraph 3 of this Section. When the Owner has the responsibility to accomplish the construction staking and surveying shown in Paragraph 2 of this Section, then the pay item "Construction Staking and Surveying" will **not** be shown in the bid form.

2. Owner provided construction stakes, lines, and grades shall be provided by the Engineer and shall include:

   A. The Engineer will furnish and set construction stakes or benchmarks establishing lines and grades and will furnish the Contractor with all necessary information relating to them.

   B. The Contractor shall be responsible for the preservation of all stakes and marks. The cost of replacing any stakes or marks destroyed or disturbed by the Contractor shall be charged against, and deducted from, the payment for the work at the current rate of the engineer for each hour of the Engineer’s survey time spent replacing the Contractor disturbed stakes and marks.

   C. The Owner will not be responsible for delays due to lack of stakes unless the Contractor, when moving onto the work, has given one week's notice that such stakes are needed. Thereafter, 48 hours notice is required.

3. Contractor provided construction stakes, lines, and grades:

   A. The plans and the bid proposal Schedule of Items will show the pay item "Construction Staking and Surveying" when the Contractor is responsible for survey staking requirements. Electronic files from the Engineer, if available, will be provided to the Contractor for a fee established by the Engineer for each individual project.

   B. Contractor Construction Staking shall consist of:

      (1) Establishing or reestablishing the project centerline.

      (2) Referencing or re-referencing all necessary control points.

(3) Running a circuit of bench levels to check or reestablish plan benchmarks.

(4) Setting other benchmarks as needed.

(5) Staking right-of-way or restaking right-of-way where needed if it has been previously staked and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of all structures, grading, paving, drainage, and all other appurtenances required for the completion of the construction work and acceptance of the project.

C. Construction Requirements:

(1) The construction staking shall be done by personnel who are trained and experienced in construction layout and staking of the type and kind required in the contract.

(ii) If the Contractor subcontracts the "Construction Staking and Surveying," the work shall be done under the direction of a registered Professional Engineer or registered Land Surveyor.

(2) All stakes, references, lines, grades, and batter boards which may be required for the construction operations shall be furnished, set, and properly referenced by the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, plans, specifications, or special provisions shall be immediately called to the attention of the Engineer by the Contractor for correction or interpretation before proceeding with the work.

(3) Survey notes shall be clear, orderly, neat, and consistent with standard engineering practices. The Contractor shall provide the survey notes to the owner prior to acceptance of the project. The notes shall become the property of the Owner upon completion of the project. The survey notes shall be subject to inspection by the Owner or their representative at any time. If reproducible hand written survey notes are not available, an electronic file of the survey information consistent with the construction plan reference points shall be provided in an acceptable format to the Owner.

(4) The Contractor shall be responsible for the placement and preservation of adequate ties and references to all control points, whether established by him/her or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown in the plans. All land ties (i.e., section corners, fractional section corners, etc.) that may be lost or destroyed during construction shall be carefully referenced and replaced by a licensed Nebraska Land Surveyor. A copy of the completed survey and references to the corner or accessory shall be filed with the State Surveyor and with the County Surveyor for the county or counties in which the survey corner exists within 30 days of the date the activity is completed.

(5) The Contractor shall correct any deficient staking or construction work which resulted from inaccuracies in the staking operations or from the Contractor's failure to report inaccuracies in the plans or survey data furnished by the Engineer.

(6) Following a written request by the Contractor, the Engineer may approve the start of construction staking operations before the tentative or anticipated beginning date.

4. Construction staking and surveying will be measured as a lump sum for all surveying and staking requirements. Payment is full compensation for all work prescribed in Paragraph 3.

SECTION 4000 - PORTLAND CEMENT CONCRETE PAVEMENT

1. General:

This work shall consist of pavement composed of unreinforced Portland Cement Concrete (PCC) constructed on a prepared surface in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross sections shown on the plans.

Except as modified herein and within the Special Provisions, the PCC shall be in accordance with the Section 601, 603, 1002, 1004, 1005, 1007, 1008, & 1033 of the **Nebraska Department of Transportation (NDOT) Standard Specifications.** If there is a conflict between this (the project) specification and the NDOT specification, the project specification shall govern.

MODIFICATIONS to State PCC Specifications

2. Definitions:

Wherever the words "Secretary", "State" or "Department" are found they shall mean the Owner, or its designated representative.

3. Material Characteristics:

PCC for this project shall be Class 47B-4,000.

The 47B concrete used in concrete pavements shall be proportioned as follows:

CLASS 47B CONCRETE PAVEMENT PROPORTIONS

CEMENT TYPE	POUNDS OF CEMENT PER CU. YD.	POUNDS OF CLASS F FLY ASH	AIR CONTENT PERCENT		POUNDS OF TOTAL AGGREGATE PER CU. YD.		RATIO OF TOTAL AGG. PERCENT	TYPE OF COARSE AGG.**
			MIN.	MAX.	MIN.	MAX.		
IPF	564*	0*	5.0	7.5	2876	3130	30 ± 3	LIMESTONE

* No additional fly ash substitution is allowed.

** Alternate aggregate from an approved source may be substituted for limestone.

Water reducing admixtures shall be used in accordance with the manufacturer's recommendations of dosage rates.

For the purpose of this specification, Type IPF shall mean Type IP cement made with 25 ± 2 percent Class F fly ash. All cements must conform to the requirements of Section 1004 in the 2007 Standard Specifications and the Supplemental Specifications.

The Contractor shall provide a mix design to the Engineer for approval at least 28 days prior to first placement of PCC. PCC shall be designed to achieve a 28-day **compressive strength of 4,000 psi.**

4. Subgrade Construction:

Excavation, preparation of subgrade, and pay items shall conform with the applicable provisions of the Specifications given elsewhere.

5. Aggregates:

a. **Aggregate Durability:**

Aggregates that have a history of D-Cracking shall not be used. Prior to approval of project mix design and production of PCC the Contractor shall submit written certification that aggregate does not have a history of D-cracking.

Aggregate shall meet NDR section 1006 requirements. Other sources of crushed stone aggregate shall be approved if the durability factor as determined by ASTM C666 is greater than or equal to 95. The percentage of wear should be no more than 40 percent when tested in accordance with ASTM C 131 or ASTM C 535.

b. **Alkali-Silica Reactivity**:

Aggregates shall be tested for deleterious reactivity with alkali's in the cement, which may cause excessive expansion of the concrete. Acceptance of aggregates shall be based upon satisfactory evidence furnished by the Contractor that the aggregates, combined with other mixture constituents, do not produce excessive expansion in the concrete. This evidence shall include service records of concrete of comparable properties under similar conditions or exposure and certified records of tests by a testing laboratory that meets the requirements of ASTM C 1077. Tests shall be made in accordance with ASTM D-1260. Test specimens shall be produced using all components (e.g. coarse aggregate, fine aggregate, cement, fly ash….)to be included in the produced concrete. If the mean expansion of the test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting the aggregates shall be accepted. If the mean expansion at 16 days is greater than 0.10% but less than 0.15%, the aggregate may be accepted based upon satisfactory service records and acceptance of the aggregate by a State Highway Department specifically addressing Alkali-Silica Reactivity. If the expansion is greater than 0.15%, the aggregate shall not be accepted for use.

The Contractor may supply a test result that has been completed in the previous 12 months from the aggregate pit being used for projects that require less than 500 cubic yards of concrete.

6. Limitations on Mixing & Placing: In addition to requirements in state standard specification

a. <u>Placing:</u> Backhoes and grading equipment shall not be utilized to distribute or manipulate PCC in front of paver.

7. Repair, Removal, Replacement of Slabs:

a. General.

New pavement slabs that are broken or contain cracks shall be removed and replaced or repaired, as specified hereinafter at no cost to the owner. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. The engineer will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall be 4-inch (100 mm) diameter, shall be drilled by the Contractor and shall be filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin, using approved procedures. Drilling of cores and refilling holes shall be at no expense to the owner. All epoxy resin used in this work shall conform to ASTM C 881, Type V.

b. Shrinkage Cracks.

Shrinkage cracks, which do not exceed 4 inches in depth, shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1, using procedures as approved by engineer. Care shall be taken to assure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of the Engineer. Shrinkage cracks, which exceed 4 inches in depth, shall be treated as full depth cracks in accordance with paragraphs c and d.

c. Slabs With Cracks through Interior Areas.

Interior area is defined as that area more than 12 inches (600 mm) from either adjacent original transverse joint. The full slab shall be removed and replaced at no cost to the owner, when there are any full depth cracks, or cracks greater than 4” in depth, that extend into the interior area.

d. Cracks Close To and Parallel To Transverse Joints.

All cracks essentially parallel to original transverse joints, extending full depth of the slab, and lying wholly within 12 inches either side of the joint shall be treated as specified hereinafter. Any crack extending more than 12 inches (600 mm) from the transverse joint shall be treated as specified above in subparagraph "Slabs with Cracks Through Interior Area."

(1) Full Depth Cracks Present, Original Joint Not Opened. When the original uncracked transverse joint has not opened, the crack shall be sawed and sealed, and

the original transverse joint filled with epoxy resin as specified below. The crack shall be sawed with equipment specially designed to follow random cracks. The reservoir for joint sealant in the crack shall be formed by sawing to a depth of 3/4 inch (19 mm), plus or minus 1/16 inch (1.6 mm), and to a width of 5/8 inch (16 mm), plus or minus 1/8 inch (3.2 mm). Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent such raveling or spalling. The joint sealant shall be a liquid sealant as specified. Installation of joint seal shall be as specified for sealing joints or as directed. If the joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into the void using approved procedures. If only the original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures. If filler type material has been used to form a weakened plane in the transverse joint, it shall be completely sawed out and the saw cut pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures. Where a parallel crack goes part way across paving lane and then intersects and follows the original transverse joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full Depth Cracks Present, Original Transverse Joint Also Cracked. At a transverse joint, if there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced for the full lane width and length.

e. Removal and Replacement of Full Slabs.

Where it is necessary to remove full slabs, unless there are keys or dowels present, all edges of the slab shall be cut full depth with a concrete saw. All saw cuts shall be perpendicular to the slab surface. If keys, dowels, or tie bars are present along any edges, these edges shall be sawed full depth 24 inches (150 mm) from the edge if only keys are present, or just beyond the end of the dowels or tie bars if they are present. These joints shall then be carefully sawed on the joint line to within 1 inch (25 mm) of the depth of the dowel or key.

The main slab shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. Suitable equipment shall be used to provide a truly vertical lift, and approved safe lifting devices used for attachment to the slabs. The narrow strips along keyed or doweled edges shall be carefully broken up and removed using light, hand-held jackhammers, 30 LB (14 kg) or less, or other approved similar equipment.

Care shall be taken to prevent damage to the dowels, tie bars, or keys or to concrete to remain in place. The joint face below keys or dowels shall be suitably trimmed so that there is not abrupt offset in any direction greater than 1/2 inch (12 mm) and no gradual offset greater than 1 inch (25 mm) when tested in a horizontal direction with a 12-foot (3.6 m) straightedge.

No mechanical impact breakers, other than the above hand-held equipment shall be used for any removal of slabs. If underbreak between 1-1/2 and 4 inches (37 and 100 mm) deep occurs at any point along any edge, the area shall be repaired as directed before replacing the removed slab. Procedures directed will be similar to those specified for surface spalls, modified as necessary.

If underbreak over 4 inches (100 mm) deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels, tie bars, or keys on an edge, or where they have been damaged, dowels of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete using procedures as specified. Original damaged dowels or tie bars shall be cut off flush with the joint face. Protruding portions of dowels shall be painted and lightly oiled. All 4 edges of the new slab shall thus contain dowels or original keys or original tie bars.

Placement of concrete shall be as specified for original construction. Prior to placement of new concrete, the underlying material (unless it is stabilized) shall be re-compacted and shaped as specified in the appropriate SECTION of these specifications. The surfaces of all four joint faces shall be cleaned of all loose material and contaminants and coated with a double application of membrane forming curing compound as bond breaker. Care shall be taken to prevent any curing compound from contacting dowels or tie bars. The resulting joints around the new slab shall be prepared and sealed as specified for original construction.

f. Repairing Spalls Along Joints.

Where directed, spalls along joints of new slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least 1 inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Pooling of epoxy resin shall be avoided. The cavity shall be filled with low slump Portland cement concrete or mortar or with epoxy resin concrete or mortar. Concrete shall be used for larger spalls, generally those more than 1/2 cu. ft. (0.014 m3) in size, and mortar SHALL BE USED FOR THE SMALLER ONES. ANY SPALL LESS THAN 0.1 CU. FT. (O.OO3 m3) shall be repaired only with epoxy resin mortar or a Grade III epoxy resin. Portland cement concrete and mortar mixtures shall be proportioned as directed and shall be mixed, placed, consolidated, and cured as directed. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin ,using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches (50 mm) thick. The time interval between placement of additional layers shall be such that the temperature of the

epoxy resin material does not exceed 140oF (60oC) at any time during hardening. Mechanical vibrators and hand tampers shall be used to consolidate the concrete or mortar. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

When it is necessary to remove existing concrete pavement and leave adjacent concrete in place, the joint between the removal area and adjoining pavement to stay in place shall first be cut full depth with a standard diamond-type concrete saw. Next, a full depth saw cut shall be made parallel to the joint at least 24 inches (600 mm) from the joint and at least 12 inches (300 mm) from the end of any dowels. All pavement between this last saw cut and the joint line shall be carefully broken up and removed using hand-held jackhammers, 30 lb. (14 kg) or less, or the approved light-duty equipment which will not cause stress to propagate across the joint saw cut and cause distress in the pavement which is to remain in place. The joint face shall be sawed or otherwise trimmed so that there is no abrupt offset in any direction greater than 1/2-inch (12 mm) and no gradual offset greater than 1 inch (25 mm) when tested in a horizontal direction with a 12 ft. (3.6 m) straightedge.

g. Existing Pavement Edge Repair.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Areas that are damaged during construction shall be repaired at no cost to the Owner; repair of previously existing damage areas **will be considered a subsidiary part of concrete pavement construction**.

(1) Spall Repair**.** Spalls shall be repaired where indicated and where directed. Repair materials and procedures shall be as previously specified in subparagraph "Repairing Spalls Along Joints."

(2) Under break Repair. All under break shall be repaired. First, all delaminated and loose material shall be carefully removed. Next, the underlying material shall be re-compacted, without addition of any new material. Finally, the void shall be completely filled with paving concrete, thoroughly consolidated. Care shall be taken to produce an even joint face from top to bottom. Prior to placing concrete, the underlying material shall be thoroughly moistened. After placement, the exposed surface shall be heavily coated with curing compound.

(3) Underlying Material. The underlying material adjacent to the edge of an under the existing pavement which is to remain in place shall be protected from damage or disturbance during removal operations and until placement of new concrete, and shall be shaped as shown on the drawings or as directed. Sufficient material shall be kept in place outside the joint line to prevent disturbance (or sloughing) of material

under the pavement that is to remain in place. Any material under the portion of the concrete pavement to remain in place, which is disturbed or loses its compaction shall be carefully removed and replaced with concrete as specified in paragraph "Under break Repair." The underlying material outside the joint line shall be thoroughly compacted and moist when new concrete is placed.

8. Acceptance: A lot shall be defined as **one days production not to exceed 200 cubic yards**.

a. **Compressive Strength:**

(1) Sampling. One sample shall be taken for each lot from the plastic concrete delivered to the job site. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D 3665. The concrete shall be sampled in accordance with ASTM C 172. Any pavement that does not meet the minimum strength specified in paragraph 3 shall be removed and replaced at the Contractor's expense.

(2) Testing**.** Three (3) specimens shall be made from each sample. Specimens shall be made in accordance with ASTM C 31 and the compressive strength of each specimen shall be determined in accordance with ASTM C 39.

(3) Curing. The Contractor shall provide adequate facilities for the initial curing of cylinders. During the 24 hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60 to 80 degrees F (16 to 27 degrees C), and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather or in heavyweight closed plastic bags, or use other suitable methods, provided the temperature and moisture loss requirements are met.

b. **Thickness:**

One core shall be taken by the contractor for every 1000 square yards of pavement and fraction thereof. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D 3665. Areas such as thickened edges with planned variable thickness shall be excluded from sample locations.

Cores shall be neatly cut with a core drill. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes shall be filled by the Contractor with a non-shrink grout approved by the Engineer within one day after sampling.

The thickness of the cores shall be determined by the Engineer by the average caliper measurement method in accordance with ASTM C 174.

When the measurement of any core is less than the plan thickness by more than 0.25 inches, the actual thickness of the pavement in this area will be determined by taking exploratory cores. Additional cores will be cut on either side of the original deficient core on a line parallel to the centerline of the pavement. The first core will be taken at 25 feet and succeeding cores will be at 50-foot intervals until a thickness within the 0.25-inch tolerance is found in both directions.

Any pavement that does not meet the thickness specified within 0.25 inches shall be removed and replaced at the Contractor's expense.

c. **Smoothness:**

As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 16-foot straightedge or another specified device. Surface smoothness deviations shall not exceed 1/4 inch from a 16-foot straightedge placed in any direction, including placement along and spanning any pavement joint edge.

Areas in a slab showing deviations of more than 1/4 inch but not exceeding 1/2 inch in 16 feet shall be marked and immediately ground down with an approved grinding machine to an elevation that will fall within the tolerance of 1/4 inch or less. Where the deviation exceeds 1/2 inch, the pavement shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

Payment for the smoothness test and corrective action shall be subsidiary.

9. Method of Measurement

Concrete pavement shall be measured as outlined in the Pay Items included within these specifications.

10. Basis of Payment

Payment will be based on the quantities measured in the field. No pay factors will apply to this project.

SECTION 4100 - PORTLAND CEMENT CONCRETE

Portland cement concrete shall be as specified in Portland Cement Concrete Pavement section included in these specifications.

The mix design shall provide for a yield of one cubic yard.

All admixtures shall be approved by the Engineer.

All material tests shall be the responsibility of the City, unless otherwise specified or if the material test fails. The contractor shall be responsible for the expense of retesting or additional material testing.

SECTION 4400 - PORTLAND CEMENT CONCRETE CURB AND GUTTER

1. General:

Combined curbs and gutters shall be constructed where required at the locations and to the grades and cross sections on the drawings. Curb and gutter shall not be cast monolithic with the pavement.

At driveways the curb shall be "dropped" and the gutter carried to the back-curb line with a rise from the gutter line to match the driveway or the expected grade of a future driveway, provided such rise shall be not less than 2 inches.

Adjacent areas shall be disturbed as little as possible and together with sidewalks, driveways, parking areas and all public and private property, shall be left clean and free from concrete materials and all other debris incidental to the construction.

2. Excavation:

The removal of existing curb, gutter and other obstructions where new curb and gutter is to be placed and the excavation for new curb and gutter shall be done in accordance with the lines and grades as set by the Engineer, and as shown on the Plans.

3. Materials:

Curb and gutter shall be built of unreinforced Portland Cement Concrete, in the proportions of materials and mixed, placed and cured in accordance with the specifications for "Portland Cement Concrete", and as provided hereinafter.

4. Forms:

Rigid steel forms shall be used and shall be carefully set and securely held in place to the end that the finished curb and gutter shall be true to line and grade, shall drain toward the gutter outlets and be free from water pockets. Crooked curb forms will not be permitted. A sufficient supply of forms shall be provided so that the work may proceed continuously.

Placement of portland cement concrete curb and gutter by the slip form method shall be allowed upon the approval of the slip form pavement machine by the Engineer. Curb placement shall conform to the grade determined by the Engineer. Curb not conforming to grade line or cross-sections as designated in the drawings shall be removed and replaced by the Contractor.

5. Depositing and Forming Concrete:

A. Rough Shaping

The concrete shall be deposited in the forms, mechanically vibrated and then roughly shaped to the finish contour.

B. Finish Shaping

The concrete shall be brought to the specified contour by means of a "mule". The mule shall be of steel, shaped to the face section of the curb and gutter and of sufficient strength to retain its shape under all working conditions. The "mule" shall rest on the forms and shall be drawn longitudinally along the curb and gutter.

When the concrete has attained its initial set, the curb and gutter shall be cut halfway through at intervals not to exceed 6 feet with a 1/8" steel plate which shall be immediately withdrawn after the cut is made. The joint thus formed shall be finished on both sides with an edging tool. The outside forms shall not be removed until the concrete has attained a minimum compressive strength of 1000 psi.

Before final set of concrete, gutters shall be tested with a 10-foot straight-edge to see if the finished gradient is uniform. Any depressions which will not drain shall be corrected.

6. Joints:

A joint of 2-inch mastic filler as defined under "Concrete Pavement" shall be placed at both ends of street, radii, at street ends of alley radii and at maximum intervals of 150 feet on blocks where there are no alley intersections.

7. Finishing:

The exposed portion of curb and gutter shall be carefully finished to a fairly slick surface, free from pits, exposed aggregate, form marks, bubbles, sagging areas and particularly at joints, ridges due to excess materials. The face of the gutter and the back of the curb shall be free of honeycomb.

Extra care shall be taken in finishing so that the coarse aggregate is completely worked into the concrete, leaving a smooth surface, free of pits and projections.

8. Curing and Protection:

The surface of the curb and gutter shall be sprayed with a translucent type of non-bituminous liquid concrete curing compound which dries leaving a white colored appearance to the concrete conforming to the requirements of ASTM C-309, Type 2. Particular care shall be used to secure an even, dense coating. If, in the opinion of the Engineer, the coating is not sufficient, a second coating may be required. Spraying shall be done as soon as the concrete is sufficiently hardened to prevent pitting.

The curb and gutter shall be closed to traffic for at least fourteen days and, in cool weather, for an additional time, to be determined by the Engineer, or until a compressive strength of 3500 psi, as determined by test cylinder specimens.

The Contractor shall erect and maintain suitable barriers to protect the curb and gutter from traffic and any part of the curb and gutter damaged from traffic or other causes, occurring prior to its official acceptance shall be repaired or replaced by the Contractor, at his expense, in a manner satisfactory to the Engineer.

9. Backfill:

Upon removal of forms, the area at back of curbs shall be cleaned of all debris, excess concrete, etc., and filled level with top of curb and the park area with excavated earth free from lumps and all foreign materials. The surfaced area shall be smoothed and raked ready for seeding or sodding.

SECTION 4600 - COLD MILLING

1. Description:

   Cold milling shall consist of removing and salvaging existing surfacing material as shown in the plans.

   Cold Milling, Class 1 (**Uniform Depth Milling of Asphalt**: 0-2 Inches) - The surface shall be milled to limits shown on the plans and milling shall remove surface irregularities, including longitudinal wheel ruts. Actual milling depth may vary due to irregular cross sections. When milling is finished, there shall be no evidence of longitudinal wheel ruts. Milling to a specified transverse slope will not be required. Milling will include inlays to meet fixed elevations.

   Cold Milling, Class 2 (**Varied Depth Milling of Asphalt**: 0 To 2 Inches in 8 Feet) - Irregular sections of surfacing shall be milled as shown in the plans or described in the special provisions. Cold Milling Class 2 shall include milling of the existing asphalt pavement surface where there is a concrete curb & gutter or an asphalt driveway.

   Cold Milling, Class 3 (**Uniform Depth Milling of Concrete**: 0-2 Inches) - The surface shall be milled to limits shown on the plans and milling shall remove surface irregularities, including longitudinal wheel ruts. Actual milling depth may vary due to irregular cross sections. When milling is finished, there shall be no evidence of longitudinal wheel ruts. Milling to a specified transverse slope will not be required. Milling will include inlays to meet fixed elevations.

   Cold Milling, Class 4 (**Varied Depth Milling of Concrete**: 0 To 2 Inches in 8 Feet) - Irregular sections of surfacing shall be milled as shown in the plans or described in the special provisions. Cold Milling Class 4 shall include milling of the existing concrete pavement surface where there is a concrete curb & gutter or a concrete driveway.

2. Material Requirements:

   A. Essentially all of the milled material shall be pulverized to pass a 2-inch sieve.

   B. The Contractor shall not include any underlying material in the millings.

3. Equipment:

   A. The milling shall be done with a commercially manufactured machine able to perform this work to the Engineer's satisfaction. The milling machine shall be self-propelled and shall have sufficient power, traction, and stability to maintain an accurate depth of cut. Pavement removal by scarifying, blading, or heating will not be allowed as milling.

B. The cold milling machine shall be equipped with automatic controls for establishing profile grades at each edge of the machine. The reference shall be the existing pavement or taut reference lines erected and maintained by the Contractor true to line and grade. A single reference may be used if the machine can maintain the designated transverse slope.

When referenced from existing pavement, the cold milling machine shall be controlled by a self-contained grade reference system provided by the machine's manufacturer for that purpose. The sensing point shall react to compensate for 25 percent of the actual change in elevation due to a hump or dip that is 3-feet or less in length. The self-contained grade reference system shall be used at or near the centerline of the roadway. On the adjacent pass with the milling machine, a joint matching shoe may be used.

C. Broken, missing, or worn teeth shall be replaced if the machine is unable to maintain the surface texture requirements.

D. Mill at a consistent speed (80 lf/min) to prevent ripping of the existing pavement. The milled surface shall be uniform and smooth with no irregular surfaces. The surface tolerance shall be 3/8-inch lateral (except at the pavement crown) and 1/4-inch longitudinally as measured with a 10 foot straight edge.

E. The machine shall be equipped with a loading elevator to remove the milled material from the roadway surface.

F. The machine shall be equipped with means to effectively control dust generated by the cutting operation.

4. Construction Methods:

A. When the milled surface is open to traffic, vertical cuts resulting in an elevation differential of greater than 2-inches along a gutter line or shoulder line shall be protected by temporary barricades and warning signs erected by the Contractor.

When milling removes pavement marking, the Contractor must place temporary pavement marking before opening the road for public use.

B. When milling is done under traffic-maintained conditions, the Contractor shall uniformly mill the entire lane width with one machine or a combination of milling machines in tandem.

If the milling results in a vertical longitudinal face greater than 1-inch in depth between the lanes, milling shall be performed on the adjacent lane in the same day. At the end of each day, no more than 500-feet shall have a drop off of over 1-inch. Work shall be scheduled so that a vertical drop off will not be present

between traffic lanes over weekends, holidays, or other extended periods when work is not being performed.

Transitions between milled and un-milled surfaces will be feathered either by milling or with wedges of bituminous material (maximum slope 1 horizontal to 4 vertical).

C. Surfacing material that cannot be removed by cold milling equipment because of physical or geometric constraint shall be removed by other methods approved by the Engineer.

D. If traffic has been detoured from the milled area, the surface shall be swept once per day. When milling is performed under traffic-maintained conditions, the milled surface shall be swept before traffic is placed on it.

E. Bituminous surfacing left on the roadway as a working platform shall be disposed of in the subsequent operations at no additional cost to the Owner.

F. **The millings will become the property of the City of Alliance and shall be delivered by the Contractor to the City of Alliance Yard at 1313 West 1st Street Alliance, NE**. The Contractor shall be required to sweep the milled surface upon completion of the milling operations prior to opening the surface to traffic. The Contractor shall be required to provide temporary tapers at all intersections/inlay locations. There shall be no direct payment for sweeping or temporary inlays they shall be subsidiary to the milling pay item.

The method of measurement and payment for this item is covered in the Pay Item Section of these specifications.

SECTION 4700 - BITUMINOUS TACK COAT

1. General:

This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines and grades shown on the plans.

2. Bituminous Material:

The bituminous material shall be emulsified asphalt and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

TABLE 1. BITUMINOUS MATERIAL

Type and Grade	Specification	Application Temperature Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55

3. Weather Limitations:

The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is above 60°F (15°C). The temperature requirements may be waived, but only when so directed by the Engineer.

4. Equipment:

The Contractor shall provide equipment for heating and applying the bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent.

Pressure Distributor. The distributor must be designed, equipped, maintained, and operated so that tack oil at even heat may be applied uniformly on variable widths of pavement at the specified rate.

All distributors shall be mounted on dependable motor trucks, equipped with pneumatic tires. The units shall be so designed to insure that no rutting or other injury

to the paving will result. They shall be sufficiently powered to maintain the desired speed of the equipment during operation. Distributors shall be equipped with the following devices:

Tachometer and distribution tables

Synchronized pumping equipment capable of maintaining a uniform distribution of material at the required application rate

Adjustable length full circulating spray bars

Heating coils and burner controls capable of heating the material to specified temperatures.

Tank thermometer calibrated and accurate to +/- 5 degrees F

Calibrated tank gauge accurate to +/- 10 gallons

The spray bars shall be constructed to permit adjustment for lengths in increments of one foot for any length up to sixteen feet, to permit adjustment of all nozzles to the desired height above the road surface and conforming to the pavement crown, and to permit lateral shifting of the entire spray bar during operation. The spray bars and nozzles shall be constructed to prevent clogging of the nozzles during intermittent operation, and the pressure distributor shall be equipped with a full circulating type spray bar having positive shut-off devices to prevent bituminous material from dripping after the flow of material has been shut off.

If the distributor is not equipped with an operable quick shut off valve, the tack operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

5. Application of Bituminous Material:

Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.15 gallons per square yard for existing asphalt or concrete surfaces and at a rate of 0.05 gallons per square yard for asphalt surfaces placed within the last 48 hours. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

6. Bituminous Material Certification:

Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The tests reports shall contain all the data required by the applicable specification. If the Contractor applies the material prior to receipt of the test reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

7. Freight and Weight Bills:

Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

8. Method of Measurement:

The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with table IV-3 of the asphalt institute's manual MS-6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

9. Basis of Payment:

Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

SECTION 4800 - ASPHALT CONCRETE FLEXIBLE PAVEMENT

1. General:

A. Description

The information, submittal, material requirements, and construction requirements shall apply to all subsections within Section 4800 unless otherwise specified. This section includes surface preparation, asphalt concrete pavement (ACP), asphalt overlays, asphalt concrete curb, base repair, crack repair and the installation of pavement fabric, bituminous surface treatment, fog seal, and slurry seal.

B. Submittal Requirements

The Contractor shall submit the following submittals:

1. Asphaltic Concrete Pavement (ACP) Mix Design.

   The following information shall be submitted with the proposed ACP mix design:

   a. Aggregate sources, proportions, source properties, and individual and combined gradations.

   b. Coarse and fine aggregate specific gravities for each component aggregate.

   c. Combined aggregate consensus properties.

   d. Recycled Asphalt Pavement (RAP) content, source, gradation, and binder content; (If RAP is specified in the contract).

   e. Performance Graded (PG) binder, supplier certification by the Nebraska Department of Roads, source, grade, and target percentage; and the manufacturer's recommended mixing and compaction temperatures.

   f. Additives or other modifiers (e.g. hydrated lime, anti-stripping agents, mineral filler) including proportioning information, manufacturer's recommendations for usage, source or supplier, etc.

   g. ACP physical properties at the varying binder contents used to develop the ACP mix design.

2. Tack material certifications and a Material Safety Data Sheet (MSDS).

3. Asphalt release agent certifications and a Material Safety Data Sheet (MSDS).

4. Test data demonstrating compliance with all bituminous tack properties specified by the Contract Documents – submit at least one (1) week prior to the start of production.

5. Test data demonstrating compliance with all mix design and component material properties specified by the requirements for the asphalt mix identified in the Contract Documents – submit at least one (1) week prior to the start of production.

6. When requested by the Engineer, submit one (1) representative sample of each component ACP material.

7. When requested by the Engineer, submit one (1) representative sample of bituminous tack obtained from the distributor.
8. Production Quality Control (QC) test data as required for the material(s) being produced and tested. At least one QC sample shall be tested for every 375 tons (340 Mg) of plant produced mix. If, at the completion of the project, the final lot consists of less than 1,875 tons of asphaltic concrete, 1 sample for each 375 tons (340 Mg) or fraction thereof, shall be taken and tested. The sample shall be taken from the roadway, behind the paver before compaction or from the windrow
9. The Contractor shall provide a copy of their Asphalt Quality Control Program to assure that the specification requirements can be met. The submittal shall address as a minimum:
    a. QC organization chart.
    b. QC testing plan for plant production.
    c. Documentation of QC activities.
    d. Documentation of any corrective action when QC or acceptance criteria are not met.
    e. Any additional elements deemed necessary.
10. QC testing shall be performed as specified and the results reported to the Engineer in a timely manner.

2. Material Requirements:

A. Production Facilities

The Engineer has the right to inspect any production facility that intends to provide asphalt or other flexible pavement or component materials. Based on the on-site inspection of the facility, the Engineer may reject any material produced from the facility if deficiencies deemed detrimental to the material quality are identified. The Contractor shall provide plant scale calibration documentation upon request.

B. Bituminous Tack Coat

Bituminous tack coat material shall comply with the requirements of CSS-1 or CSS-1h in accordance with ASTM D2397, Standard Specification for Cationic Emulsified Asphalt. The maximum water dilution shall be fifty (50) percent.

C. Asphalt Release Agent

Asphalt release agent shall consist of a detergent solution or other non-petroleum, non- solvent solution.

D. Asphalt Mixes and Performance Graded Binders

The supplier of performance graded binders shall be certified by the Nebraska Department of Roads (NDOR). Performance graded binders shall be in accordance with AASHTO M320,

Standard Specification for Performance-Graded Asphalt Binder (with the exception of direct tension). Blending of performance graded binders shall not be allowed.

E. Coarse Aggregate Source Properties

Coarse aggregate shall comply with quality requirements in accordance with ASTM D692, Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures; and Table 3, Class 4S of ASTM C33, Specification for Concrete Aggregates, excluding any crushed particle or gradation requirements. Crush and grade coarse aggregate as needed to meet the required properties.

F. Fine Aggregate Source Properties

Fine aggregate shall comply with quality requirements in accordance with ASTM C33, Specification for Concrete Aggregates; and ASTM D1073, Standard Specification for Fine Aggregate for Bituminous Paving Mixtures, excluding any crushed particle or gradation requirements. Crush and grade fine aggregate as needed to meet the required properties.

G. Mineral Fillers

Mineral fillers added separate of coarse and fine aggregates shall be in accordance with ASTM D242, Standard Specification for Mineral Filler for Bituminous Paving Mixtures.

H. Anti-Stripping Agents

Anti-stripping agents shall be pre-approved for use by the Engineer and identified on the current published Nebraska Department of Roads (NDOR) Approved Product List. Follow the manufacturer's recommendations for incorporating the anti-stripping agent into the mix.

I. Recycled Asphalt Pavement (RAP)

RAP material shall consist entirely of ACP materials. Remove all concrete, brick, soil, or other contaminants. Process the RAP to have a consistent gradation and asphalt content. All processed material shall be less than two (2) inches in diameter before the Contractor introduces such material into the mixing chamber. Screen RAP material using a screen with a nominal two (2) inch diameter opening immediately before introducing such material into the mixing chamber. Do not place any equipment on stockpiles of processed material. The Engineer reserves the right to reject a RAP source or stockpile for any reason.

J. Recycling Agents

Recycling agents shall be in accordance with ASTM D4552, Standard Practice for Classifying Hot-Mix Recycling Agents.

3. Construction Requirements:

A. Equipment

All equipment, tools, and machinery shall be of adequate capacity for the intended purpose for which it is to be used. Maintain equipment, tools, and machinery in working condition at all times.

1. Milling Machines

Milling machines shall have automatic controls for establishing profile grades on each side of the machine using the existing pavement and/or a taut reference line. Milling machines shall be equipped so as to provide a vertical milled surface to within eight (8) inches from the back of the curb. Milling machines shall have the ability to reference the existing pavement using a self-contained system that incorporates twenty-five (25) feet of existing pavement and compensates for humps or depressions three (3) feet or less in length. Milling machines shall be able to remove the milled material from the surface using a loading elevator.

The Contractor shall utilize a ski attachment, or similar device, to control the profile of the milled surface in all areas greater than fifty (50) feet from roadway intersections on all arterial or collector streets classified by the MAPA Federal Function Classification Map. The use of a wheel, matching shoe, or other device to solely control the depth or profile of the milled surface shall not be permitted. The ski attachment shall be a minimum of ten (10) feet in length.

2. Asphalt Mixing Plant

The asphalt mixing plant shall produce uniform asphalt mix in accordance with the Contract Documents. For batch plants, the minimum dry mixing period shall be five (5) seconds and the minimum wet mixing period shall be twenty-five (25) seconds. All mixing plants shall have automatic controls for proportioning, timing, and discharge.

The plant shall heat and dry the aggregates to the appropriate mixing temperature before introducing the PG Binder. Regulate the heat applied to the aggregates to avoid damage or contamination. Continuously supply heated PG Binder to the aggregate materials during mixing. Mixing shall continue until the PG Binder has uniformly coated at least ninety-five (95) percent of the aggregate materials when tested in accordance with ASTM D2489, Standard Test Method for Degree of Particle Coating of Bituminous- Aggregate Mixtures.

Store ACP mix to avoid segregation or excessive heat loss. ACP mix that has segregated or experienced excessive heat loss shall be deemed unacceptable. Storage tanks shall be equipped with a circulating system designed to provide proper and continuous circulation of the asphalt materials during the operating period. Polymer modified asphalt binder storage tanks shall be equipped with an agitator to maintain uniform dispersion of the additive and shall be operated at all times.

3. Hauling Equipment

Transport the ACP mixture in vehicles with tight, clean, and smooth metal beds. The Contractor may lightly coat the bed with an approved asphalt release agent. Do not coat the bed with petroleum oils, solvents, or other material. Cover all loads during adverse weather conditions or when atmospheric temperatures are below sixty-five (65) degrees Fahrenheit. Insulate the sides of the truck beds between October 15 and March 15.

4. **Asphalt Paving Machines**

Asphalt paving machines shall be self-propelled with a heated and vibrating screed capable of uniformly spreading and finishing the ACP mixture to the specified section width and thickness. The screed shall strike off the asphalt surface without tearing, shoving, or gouging the ACP mixture. The screed shall have an electronic control to automatically regulate slope and grade adjustments. The self-contained reference system shall detect and compensate for a variation of the one-eighth (⅛) inch along the reference line and a variation of one-eighth (⅛) inch in slope within a twelve (12) foot wide lane. The screed and extensions shall be adjustable to the specified crown and mat thickness. The screed unit and any extensions shall have vibrators or tamper bars and heaters throughout the entire length. Controls for the temperature of the screed shall be adjustable to prevent overheating or damage to the ACP mixture.

A ski attachment, or similar device, shall be utilized to control the profile of the finished surface in all areas greater than fifty (50) feet from roadway intersections. The use of a wheel, matching shoe, or other devices to solely control the depth of profile of the finished surface is not permitted. The ski shall be a minimum of twenty (20) feet long. A ski shall be used during paving operations if a ski was not used during cold planning operations. The Engineer reserves the right to require a ski attachment at any time during the paving operation.

A material transfer vehicle (MTV) may be used to deliver the ACP mixture to the asphalt paver. The MTV shall deliver material to the paver without causing segregation.

5. **Compaction Equipment**

Compaction equipment shall consist of a minimum of three (3) steel drum rollers per paving operation. A minimum of two (2) steel drum rollers shall have a diameter of no less than sixty (60) inches and shall be performing compaction operations at all times. Combination steel drum and rubber tire rollers are not acceptable. Use of rubber tire rollers shall not be allowed. All rollers shall be capable of reversing without shoving or tearing the asphalt mixture. Vibratory rollers shall have separate energy and propulsion controls.

For hand placed ACP, a mechanical roller shall be used to achieve compaction requirements. A vibratory plate will not be accepted.

6. **Barricades**

Post flag persons, barricades, and warning signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). All barricades, warning signs, and flag persons shall be in place before any work shall be permitted to start. All traffic

control devices shall be continuously monitored, moved, reset, and/or replaced to provide the orderly movement of traffic through or around the work site. All installation, removal, or any modifications of traffic control shall be performed by the Contractor.

B. Surface Preparation

The method of surface preparation shall be in accordance with the Contract Documents or as directed by the Engineer.

1. Asphalt Overlay

The Contractor shall be responsible for installing a physical barrier to protect all inlets, manholes, flumes, drainage ways, or other similar structures from material entering the drainage system or structure. Such protective measures shall be removed and the area cleaned up at the end of each day. Any material entering the system or structure during construction operations shall be cleaned up immediately and the protection restored. Failure to provide proper protection and clean up may be subject to fines and/or withholding of progress payments.

The Contractor shall develop an accurate dimensioned map identifying the location of all manholes, utility appurtenances, or other structures within the area to be paved.

Before applying a tack coat, remove all dirt and loose or foreign materials from the surface. Apply a bituminous tack coat to all pavement surfaces and all vertical edges that will contact the ACP. It shall be the Contractor's responsibility to clean and repair any damaged areas of over spray on the face of curbs, driveways, or other appurtenances at no additional cost to the City or County.

Apply a tack coat using a bituminous pressure distributor. A hand sprayer shall be used as necessary or as directed by the Engineer to provide proper coverage of the tack coat. The application rate shall be from one-tenth to two-tenth (0.1 - 0.2) residual gallons per square yard for milled or existing surfaces. The application rate shall be from five- hundredth to one-tenth (0.05 - 0.1) residual gallons per square yard for freshly laid asphaltic concrete. Tack coat shall be applied a minimum of one (1) hour prior to ACP construction for the tacked area. Do not apply the tack coat during periods of precipitation.

Perform tack coat application in a manner that minimizes pickup or tracking of the tack coat materials. Limit the application of tack coat to no more than three (3) blocks ahead of the paving operations unless approved by the Engineer.

2. Full Depth Asphaltic Concrete Pavement

Perform subgrade preparation and any removal and replacement of unsuitable material in accordance with the Contract Documents. The tack coat shall be applied to each freshly laid asphaltic lift as identified above.

C. Spreading and Finishing

Schedule plant production, equipment, and delivery of material to the construction area in such a manner as to provide for a continuous operation. The Engineer must approve all haul routes over freshly placed material. Provide adequate artificial lighting during night placements.

The asphalt paver(s) shall spread and finish the ACP mixture in a uniform layer to the specified grade, width, and thickness. Operate the paver(s) at a speed that avoids pulling or tearing of the ACP mat and avoid stop-and-go operations. Unless otherwise directed by the Engineer, construct the entire width of the preceding layer before any of the consecutive layers are constructed. Do not place the upper layer until the lower layer in the adjacent lane is completed.

Match manholes, utilities, inlets, intersections, driveways, or other exposed surfaces whenever possible. The finished surface shall provide positive drainage at all times, a smooth transition between adjoining surfaces, and a smooth ride. When multiple pavers are used, space the pavers and deliver the ACP mixture in a manner to provide a continuous hot joint along the common matching joint.

Placement of the ACP shall begin along the centerline of a crowned section or on the high side of areas with a uniform slope, unless otherwise directed by the Engineer. Unless otherwise indicated in the Contract Documents, the minimum thickness for asphalt overlays shall be two (2) inches.

For asphalt overlays constructed atop concrete pavement, the longitudinal joint shall be located directly over the underlying concrete longitudinal joint or at the nominal lane width, as directed by the Engineer. In the event of tapering or converging lanes, placement of the through lane shall be maintained at the designed lane width at all times. No partial width longitudinal ACP joints will be allowed in the through lane(s).

Longitudinal joints shall be located such that traffic pavement markings (lane lines) can be installed within six (6) inches of the designed lane width without requiring installation atop the constructed longitudinal joint.

Pave intersections, driveways, or other non-mainline items upon encountering such items during mainline paving. Driveway ends greater than or equal to one (1) inch bove the finished ACP surface shall be tapered with an ACP wedge constructed at a 1V:2H slope. Construction of the ACP wedge is subsidiary to items for which the Contract provides direct payment. All requirements of mainline paving apply to non-mainline ACP construction. Use the same rolling patters and the mainline paving.

For multiple lift full depth ACP, offset joints of underlying lifts a minimum of one (1) foot for longitudinal joints. Transverse joints shall be offset a minimum of ten (10) feet between transverse joints of successive courses.

Manually place material in small patch areas and areas inaccessible to mechanical spreading and finishing equipment.

D. Compacting and Finishing

Begin rolling operations before the temperature of the ACP mixture is below the required compaction temperature for the PG Binder, as specified in the ACP mix design and the supplier's recommendations. Pace the ACP paving operation to maintain compaction operations and achieve the required compaction within the recommended temperature ranges.

The Contractor shall provide a minimum of three (3) steel drum rollers per paving operation. The steel drum rollers shall have a minimum diameter of sixty (60) inches and be of sufficient weight to compact the ACP to the required density without

causing undue displacement, cracking, or shoving. There shall be a minimum of two (2) steel drum rollers performing compaction operations at all times. The Contractor shall establish the rolling patterns for the combination(s) of rollers provided to properly construct the ACP lift while the mixture is in a workable condition.

Operate the rollers at a slow, uniform pace. The rollers shall use scrapers or pads, and water or an asphalt release agent, to prevent adhesion of the mixture to the roller. Do not use excessive amounts of water and/or release agent.

Immediately repair any displaced or defective ACP by removing and replacing it with fresh, hot ACP mixture to the required thickness. Skin patching is unacceptable as a repair technique. Rolling operations shall continue until the Contractor achieves the required compaction, the surface is uniform in texture, and true to grade and cross section.

Areas inaccessible to the standard rolling equipment listed above shall be compacted using equipment that will provide the required density and finished surface.

Compact the ACP to the percentage of maximum theoretical density (MTD) specified. The MTD shall be determined in accordance with ASTM D2041, Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures. Measure joint compaction by randomly sampling the constructed pavement located on and within three (3) inches of a construction joint.

A wedge course or ACP leveling course of less than one (1) inch is not subject to a percentage compaction requirement but shall be compacted to the satisfaction of the Engineer.

The Contractor is responsible for monitoring compaction throughout the rolling process using a nuclear densitometer. Establish a rolling pattern that fulfills the compaction requirements defined in these specifications. Perform testing in accordance with ASTM D2950, Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Method, or similarly accepted standard practice. The Engineer will not use the results of such testing as a measure of acceptance or rejection of the ACP constructed.

E. Weather Limitations

Before placement of the ACP, the surface shall be clean and dry. Placement of ACP during cold temperatures shall be restricted in accordance with Table 400.01. The minimum placement temperature of ACP shall be at or above the manufacturer's recommended compaction temperature for the PG Binder used.

Table 4800.01
Temperature Limitations

Compacted Mat	Minimum Atmospheric	Minimum Base
3" or greater	40	35
1" - 3"	40	40
< 1"	50	45

Asphaltic Concrete Pavement

1. General:

A. Description

This work includes the construction of one or more courses of hot-mixed, hot laid, Asphaltic Concrete Pavement (ACP) on a prepared subgrade, sub-base, base, or existing surface to the lines, grades, and typical cross sections indicated in the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 4800.01 B for submittal requirements.

2. Material Requirements:

A. General

Refer to Section 4800.02 for general material requirements, in addition to the following requirements.

B. Asphalt Mixes and Performance Graded Binders

Unless otherwise indicated in the Contract Documents, asphalt pavement mix designs and standards shall be in accordance with the following tables:

Mix Type/Designation (Modified NDOR Designations)		SPR	SPH
Asphalt Material Properties	**RAP, % By Total Wt. Of Mix[4]**	25 max.	25 max.
	Coarse Aggregate Crushed Particle (NDOR T586 [1])	Min. 83 %	Min. 95/90%[2]
	Uncompacted Void Content Of Fine Aggregate, AASHTO	43.0% min.	45.0% min.
	Flat And Elongated Pieces (5:1 Ratio)	10% max.	10% max.
	Sand Equivalent	45 min.	45 min.
	Dust To Effective Binder Ratio	0.7 - 1.7	0.7 - 1.7
	Mix Design Air Voids, %	Target 4.0	Target 4.0
	Compaction Gyrations Ninitial	7	8
	Compaction Gyrations Ndesign	65	95
	Compaction Gyrations Nmaximum	100	150
	Minimum Production Binder Content (% of Total Mix)	5.0 min.	5.1 min.
	Production Air Voids, %	2.0 – 4.0	3.0 – 5.0
	In-Place Compaction (% of Gmm)	92.4 min.	92.4 min.

1. Coarse aggregate angularity individual test tolerance during production -5% below min.
2. "85/80" denotes that 85% of the coarse aggregate has one or more fractured faces and 80% has two or more fractured faces
3. Fine aggregate angularity individual test tolerance during production -0.5% below minimum
4. Recycled Asphalt Pavement (RAP) must be from a certified or controlled source acceptable to the Engineer and shall be approved prior to use in the asphalt mix

Mix		SPR		SPH	
% Passing		Min.	Max.	Min.	Max.
Sieve Designation	1"				
	3/4"	98.0	100.0	100.0	
	1/2"			90.0	100.0
	3/8"	81.0	89.0		90.0
	#4				
	#8	46.0	56.0	28.0	58.0
	#16				
	#30				
	#50	12.0	21.0		
	#100				
	#200	4.0	9.0	2.0	10.0

C. Quality Control/Quality Assurance Testing

The Contractor shall perform quality control testing to demonstrate material delivered and constructed comply with the requirements stated herein. Unless otherwise indicated in the Contract Documents, testing requirements, frequencies, tolerances, and reporting procedures shall be in accordance with the current edition of the NDOR's Urban Superpave Specifications, which can be found on the NDOR website. All instances of providing the NDOR results, certifications, or materials shall be understood to mean requiring these items be submitted to the Engineer.

The Contractor shall sample and provide quality control testing for performance grade binders, volumetric properties, combined aggregate consensus properties, gradation, thickness, and compaction testing. A representative split of all quality control samples shall be provided to the Engineer for quality assurance testing when requested. The split sample shall be sufficiently sized to perform all associated testing. All test results shall be provided electronically to the Engineer within two (2) business days of completing the paving of an individual lot.

The Contractor or supplier shall provide certified quality control binder test results for every lot of asphalt material produced. Samples shall be randomly taken from the production supply line during production of the asphalt material. The Engineer shall be sufficiently notified to allow for observation of the sampling at the plant. Two (2) separate samples shall be taken and provided to the Engineer. One (1) sample will be for quality assurance testing and the other shall be retained and held in case of conflicting results. Results of the quality control test shall be provided electronically to the Engineer within fourteen (14) days of sampling. If there

Is a conflict in the results, the retained sample shall be sent to an independent third party, agreeable to both parties, for further testing.

3. Acceptance:

The Engineer shall observe the work to check for compliance with the Contract Documents. Unless otherwise indicated in the Contract Documents, acceptance requirements shall be in

accordance with the asphalt material properties listed in Section 4801.2. All corrective actions, or removal and replacement activities, shall be performed at no additional cost to the City.

The finished surface shall be smooth and free of bumps or depressions greater than one-fourth (¼) inch when tested with a sixteen (16) foot straight edge. Repair non-conforming areas by removing a sufficient amount of material to allow for the construction of a lift of ACP three (3) times the nominal maximum aggregate size. Remove high spots by grinding using a diamond tipped grinding wheel or other similar equipment. Perform all repairs at no additional expense to the City.

The Engineer shall review the asphalt material test data for compliance with the required material properties, and the completed asphalt construction shall be inspected for unsealed cracks, shoving, rutting, raveling, or other surface distresses and/or defects. Corrective measures shall be performed to correct any substandard test properties or any observed pavement distresses and/or defects. When any test falls outside the material properties listed in Section 4801.2, the material represented by this test will be accepted with a 20% penalty or rejected as determined by the Engineer.

A record of the test data and corrective measures, if any, shall be submitted to the Engineer a minimum of fifteen (15) business days prior to final acceptance to allow for a site visit and test data review. Unacceptable material tests or construction shall be subject to removal and replacement or corrected to the satisfaction of the Engineer prior to final acceptance of the work.

4. Measurement and Payment:

Performance Graded Binder shall be considered subsidiary to all ACP items and will not be measured and paid for separately.

No incentive will be provided for use of Reclaimed Asphalt Pavement (RAP), regardless of the amount utilized.

Warm Mix Additives or anti stripping additives will not be paid for directly but shall be considered subsidiary to all ACP items.

The Engineer shall measure ACP for payment by the of the type of asphalt surface mixture placed, compacted, and accepted.

SECTION 4850 – BITUMINOUS PAVEMENT PATCHING

Paragraphs 1, 2 and 3 of Subsection 516.05 in the NDOT Standard Specifications are void and superseded by the following:

1. Bituminous Pavement Patching of flexible pavement and the repair or replacement of any subgrade material authorized by the Engineer will be measured by one of the methods described in Paragraph 1.b. based upon the depth of the patch.

2. (1) For patches 16-inches (40cm) deep or less, determined at the time of patching, the patching will be measured by the ton (megagram) of "Asphaltic Concrete for Patching, Type" required to complete the patch and repair any faulty subgrade. No equipment rental will be paid for this work, and all equipment used to complete the work shall be subsidiary to the item, "Asphaltic Concrete for Patching, Type SPR."

3. (2) For patches more than 16 inches (40cm) deep, determined at the time of patching, the patching will be measured by the ton (megagram) of "Asphaltic Concrete for Patching, Type SPR" required to complete the patch and repair any faulty subgrade. No equipment rental will be paid for this work, and all equipment used to complete the work shall be subsidiary to the item, "Asphaltic Concrete for Patching, Type SPR."

4. Bituminous Pavement Patching of concrete pavement and the repair or replacement of any subgrade material authorized by the Engineer will be measured by the square yard (square meter) of completed and accepted work regardless of depth. Additionally, the asphaltic concrete used to complete the patch will be measured for payment by the ton.

5. "Asphaltic Concrete for Patching, Type SPR used in either the patching of flexible pavement or concrete pavement will be measured for payment by the ton. Performance Graded Binder shall be considered subsidiary to all ACP items and will not be measured and paid for separately.

SECTION 4950 - NON-WOVEN PAVEMENT OVERLAY FABRIC

1. General:

This Section includes specifications for placing the non-woven pavement fabric at the locations and to the dimensions shown on the Plans and as directed by the Engineer. The non-woven pavement fabric shall be placed on existing asphalt or concrete pavement to be overlaid with either hot mix or warm mix asphalt concrete.

2. Materials:

A. Shall be an engineered non-woven pavement overlay fabric and shall conform to the following requirements:

Property	**Typical**	**Minimum**
Weight, oz/sq.yd.	4.1	3.6
Tensile Strength, lbs.	115	<90
Elongation at Break %	65	50
Asph. Retention, gal/sq.yd.		0.20
Width, feet		12.5
Length/Roll, yds	100	

B. The non-woven pavement fabric will be accepted on the basis of a manufacturer's certification. No materials shall be ordered until materials have been approved by the Engineer and Owner for acceptance.

3. Storage:

A. The non-woven fabric rolls shall be labeled, with a durable label indicating manufacturer, product name or style number, roll and lot number, and roll dimensions shall be attached to each roll.

B. The non-woven fabric rolls shall be delivered and handled in a manner to prevent damage and shall be inspected for defects and damage prior to use.

C. The non-woven fabric shall be stored in a dry covered condition, free from dust, dirt, off the ground, flat to prevent bowing, protected from precipitation, ultraviolet radiation, strong chemicals, sparks and flames, temperatures in excess 71 °C (160 °F) and other environmental condition that could cause damage.

4. Surface Preparation:

A. All areas of base failure shall be remove and replaced to acceptable industry standards for the specific traffic loads and condition of the project.

B. In an overlay or milled surface application repair all failed pavement areas prior to installation of the paving fabric. Fill all cracks ¼" or greater with approved material.

C. Immediately prior to placement of non-woven fabric, the pavement surface shall be dry, cleaned of anything that would interfere with adhesion, for E.g., vegetation, dirt, gravel or water.

D. If designated by the Engineer a leveling course will be placed prior to the non-woven fabric and shall be sufficient thickness to achieve a smooth, level surface with no gaps greater than ¼" depth and width and be acceptable to the project engineer.

5. Installation:

A. The asphalt binder and non-woven fabric shall be placed on the existing asphalt or concrete surface. The asphalt binder and fabric shall be placed at temperatures of 50 degrees F. or above. The pavement surface on which the binder and the fabric are to be placed shall be dry and free of dirt, debris, and other foreign matter. The asphalt binders shall be applied with distributor equipment at the fabric manufactures recommendation rate. The width of the asphalt binder application shall be fabric width plus two to six inches. The temperature of the asphalt binder shall not be less than 290 degrees F. at the time of application to ensure a uniform spray pattern. No dripping or skipping will be permitted. Asphalt spills shall be cleaned from the pavement surface to avoid flushing and possible fabric movement at these asphalt rich areas.

   The contractor shall place the fabric according to the manufacturer's recommendations. Immediately after placement, the fabric shall be embedded into the P.G. Binder with a pneumatic roller, unless otherwise directed by the Engineer. At no time will traffic, except minimal construction traffic, be allowed on the placed overlay fabric. In the event the binder bleeds through the fabric before the overlay is placed, the Contractor will be required to spread a thin layer of sand or asphaltic concrete over the affected areas in order to prevent the fabric from being picked up by construction equipment. The application of a tack coat will not be required on the fabric prior to the placement of the asphaltic concrete unless a delay in the placement of the overlay results in the fabric becoming dry and dirty.

B. Asphalt Binder

   A hot asphalt binder shall be applied to saturate the paving fabric (min. to be the asphalt retention rate) plus amount needed to bond to existing surface and the new overlay. The asphalt binder to be used shall be PG 64 -22 or higher.

   The hot asphalt binder shall be applied at a rate of 0.19 to 0.21 gal./SY on a existing surface or as directed by the Engineer.

   The hot asphalt binder shall be applied by a distributor truck in a smooth uniform manner at a temperature between 177 °C (350 °F) and 204 °C (400 °F).

Spray application shall extend four (4) inches wider than width of paving fabric on lap side.

C. The non-woven fabric shall be installed with equipment in good working order that is capable of installing the fabric without wrinkles or manually as needed and recommended by manufacturer.

If manual lay-down methods are used, the non-woven fabric shall be unrolled, aligned, and placed in increments of approximately thirty (30) feet or as project engineer suggest.
The material shall be placed flat and wrinkle-free. The paving fabric installation may require hand brooming as necessary to eliminate ripples that may occur during installation.

To ease installations around curves, the paving fabric can be placed in shortened lengths by mechanical equipment or by hand.

The non-woven fabric shall be lapped two (2) to four (4) inches longitudinally and two (2) to four (4) inches transversely. Transverse laps shall be in the direction of the asphalt concrete overlay placement insuring hot asphalt binder is placed under the overlap.

Brooming of paving fabric is required to insure adequate adhesion into the hot asphalt binder. If the fabric wrinkles more than 1" height during installation, the wrinkle shall be cut and lapped in the direction of paving.

Turning of construction equipment and other vehicles shall be gradual and kept to a minimum to avoid damage to the paving fabric. If excessive heat, overspray, or turning cannot be eliminated then spreading small quantities of HMA or clean blotting sand onto the fabric may be required in the affected area. Excess blotting sand shall be removed before installing HMAC over the fabric.

After installing the paving fabric, the pavement may be opened to traffic at the contractors/engineer's discretion. Parking on the installed paving fabric prior to final overlay for extended periods shall not be allowed.

Paving fabric shall never be installed when it or the pavement surface is wet.

Minimum HMAC overlay thickness should be in accordance with the Asphalt Institute (AI) guidelines, but in no case less than 1.5" thick.

6. Workmanship and Quality Control:

A. Non-Woven Paving Fabric Quality Control

The Contactor shall a Manufacturer's Technical Representative be present to inspect installation of the paving fabric.

A certification of compliance from the binder supplier shall be provided for each load of hot asphalt binder delivered to the jobsite, showing the type and quality of material delivered.

The Contractor shall provide certified scale tickets for confirmation to the project engineer showing the total quantity of asphalt binder was installed, at the proper application rate as published by the manufacturer on the entire project.

Hot asphalt binder application rate shall not be reduced without approval from the Engineer.

7. Measurement:

Measurement for the furnishing and applying of PG Binder and paving fabric shall be measured by the **square yard** of material installed and accepted by the engineer. No additional measurement shall allowed for overlap of paving fabric material, all overlap material shall be subsidiary to the pay item.

8. Payment:

Payment for the furnishing and applying of PG Binder and paving fabric shall be paid for at the contract unit bid price per **square yard**, and shall include full compensation for furnishing all labor, tools equipment, and incidentals for doing all the work involved in placement of the paving fabric. No separate payment will be made for PG Binder, it shall be considered subsidiary to the cost of the non-woven paving fabric. No additional payment shall be made for lapping of fabric material it shall be considered subsidiary to the cost of the non-woven paving fabric.

SECTION 4955 – ENGINEERED HIGH TEMPERATURE, ELASTOMERIC POLYMER, PRE-COATED, HMA REINFORCING PAVING MAT

1. General:

This work shall consist of furnishing and placing an engineered, elastomeric polymer pre-coated paving mat within the pavement structure as shown on the plans or directed by the engineer. The paving mat shall provide a moisture barrier/stress relieving membrane and shall be placed beneath a specified asphalt concrete (AC) mix overlay of either, hot-mix asphalt (HMA), warm-mix asphalt (WMA) or rubber hot-mix asphalt (RHMA).

Quality Control

A. Pre-Construction Conference: Prior to the installation of the HMA reinforcement, the Contractor shall arrange a meeting at the site with the manufacturer representative and the paving mat installer. The engineer shall be notified at least 3 days in advance of the time of the meeting. Paving mat installer to provide manufacturer written confirmation that they have been trained on the proper installation of high tensile fiberglass paving mat specified with a minimum of 5 years' experience installing these paving mats.

B. A manufacturer representative shall be present, at minimum, for the first day of installation of the engineered paving mat and available thereafter upon request by the engineer.

2. Materials

A. The engineered, reinforcing, elastomer polymer pre-coated paving mat HMA reinforcement with continuous strand 286 Lbs. (25 kN) high strength fiberglass/polyester scrim Paving Mat, such as GlasPave 25 or equal meeting the following physical properties table plus all the additional "Installed in HMA" performance requirements. **Fiberglass Polyester Paving Mat submitted as "or equals" shall demonstrate that the product – as installed - meets all requirements in the properties table and the "Installed in HMA" performance measures. Shall be submitted a minimum of two weeks prior to bid opening.**

PHYSICAL PROPERTIES OF FIBERGLASS POLYESTER REINFORCING PAVING MAT			
Property	**Test Method**	**Units**	**MARV***
Index Properties for Quality Control			
Asphalt Retention	ASTM D6140	l/m2 (gal./yd2)	0.47 (0.10)
Mass per unit area	ASTM D5261	g/m2 (oz/yd2)	136 (4.0)
Tensile strength, MD / CD 1"	ASTM D5035	kN/m (lbs.)	25 min (143)
Tensile Strength, MD / CD 2"	ASTM D5035 2C-E	kN/m (lbs.)	50 min (286)
CBR Puncture**	ASTM D6241	N	1779 (400)
Elongation at maximum load, MD	ASTM D5035	percent	<5
Elongation at maximum load, CD	ASTM D5035	percent	<5
Melting point	ASTM D276	°C (°F)	>232 (>450)
Fiberglass reinforcement strand	Max. spacing	Inch	<0.25
Installed in HMA Performance Requirements			
Stress Improvement Factor	TTI Overlay Tester	Vs. Control	≥ 3.2 ①
Permeability	ASTM D5084	cm/sec	$\geq 2.6x10^{-11}$ ②
Elastomeric Polymer Coated Fiberglass	Temp. Comparison	Softening Point	$>$ Compaction Temp③
Recyclability without screening	AASHTO T283-07	Moisture/Rutting Susceptibility	Pass ④
Recyclability without screening	AASHTO T322-07	Low Temp. Cracking	Pass ④

* MARV=Minimum Average Roll Value: Many international manufacturers report average physical property values, which only provides a 50% level of confidence that the material delivered to the project site meets their product data sheet requirements. Whereas Minimum Average Roll Values (MARV) provides a 97.7% level of confidence the material will meet the published data sheet

** Assess 360° tensile strength symmetry

① Using a PG64 hot mix AC with a 12.5mm nominal maximum aggregate size at 32 degrees

②Using a 2" thick hot mix AC with a permeability $> 2.6 \times 10^{-11}$ cm/sec

③Coating softening point must exceed HMA compaction temperature to protect fiberglass

④30% by weight of RAP was used for both the control RAP and RAP containing the milled paving mat

A. Millabilty and Recyclability – The material supplier shall provide proof that the paving mat can be milled and the resulting RAP containing the milled paving mat can be recycled (without screening) back into a new mix. Proof of millability and recyclability for this RAP shall consist of written documentation from an independent asphalt recycling plant and/or testing lab., and samples made with 30% RAP containing the recycled paving mat shall pass the AASHTO testing as listed above. Composite interlayers with paving fabrics and other interlayers that are not pre-coated with elastomeric polymer are not eligible for consideration.

B. Storage and Handling – The paving mat shall be stored as per the manufacturer's recommendations in a dry covered condition free from dust, dirt and moisture. The paving mat shall be installed in accordance with the manufacturer's installation guidelines and this specification. Where a conflict exists between the specifications, the more stringent specification will apply. A copy of the manufacturer's specifications shall be provided to the engineer at the pre-construction meeting or no later than five working days prior to installation.

C. Asphalt Bonding Application – Asphalt binder for application of the mat shall be PG 64 (–10 to -34) or PG 70 (–10 to -34). Higher ambient installation temperatures will require PG 70(–10 to -34) asphalt binder to reduce the chances of movement and improve stability of the mat under construction traffic. Higher performing "trackless" tack asphalts are also used in some markets in these conditions.

D. The application rate shall be 0.15 Gal/SY (0.57 l/m²) to 0.17 Gal/SY (0.64 l/m²) on a new pavement surface, 0.17 Gal/SY (0.64 l/m²) to 0.19 Gal/SY (0.72 l/m²) on an aged, oxidized surface and 0.2 Gal/SY (0.76 l/m²) to 0.22 Gal/SY (0.83 l/m²) on a milled surface.

3. Installation

Commented [JW1]:

A. The surface on which the paving mat is to be placed shall be reasonably free of dirt, water, vegetation or other debris.

B. When installing on an existing surface, paving mat shall be placed on a drainable surface, and any rutting or low spots in the pavement shall be removed by milling or by adding a leveling course. Potholes and pop-outs shall be properly repaired as directed by the engineer. Cracks exceeding 1/4 inch (6mm) in width shall be filled with suitable crack filler. Crack, pop-out and pothole fillers shall be allowed to cure.

C. When placing on a smooth milled surface, it is critical to have a pneumatic tire roller to facilitate full adhesion. Smooth milled surface is defined as a surface that has no groove or sharp vertical surfaces greater than ¼" (6mm) in depth or width. It is suggested that the milling equipment have no missing "teeth" and that they are properly spaced. The equipment is operated at a speed slow enough to achieve the smooth mill as defined. If this cannot be achieved than a leveling course shall be required.

D. When placement of the paving mat is on a leveling course the surface shall be allowed to cool sufficiently and stabilize, prior to placement of the engineered paving mat, to prevent lift-up of paving mat.

E. Neither the asphalt binder nor the paving mat shall be placed when weather conditions, in the judgment of the engineer or manufacturer's representative, are not suitable. Air and pavement temperature shall be sufficient to allow the tack coat to hold the paving mat in place. The air temperature shall be 50ºF (10ºC) and rising for placement of the hot asphalt tack coat. When air temperatures exceed 85ºF (29.4ºC) it is suggested that a 70 (–10 to -34) hot asphalt tack or a trackless tack be used.

F. Application of the tack coat shall be by a calibrated distributor truck spray bar. Emulsified Asphalt shall not be allowed. Temperature of the tack coat shall be sufficiently high enough to permit uniform spray pattern and shall be above 325º F (163ºC).

G. The target width of the tack coat application shall be the width of the paving mat, plus 4 inches and wide enough to cover the entire width of paving mat overlaps. The tack coat shall be applied only as far in advance of the paving mat installation as is appropriate to ensure a tacky surface at the time of the paving mat placement. Traffic shall not be allowed on the tack coat.

H. The paving mat shall be placed onto the tack coat with minimum folds or wrinkles and before the tack coat has cooled and lost tackiness. As directed by the engineer or manufacturer's representative, wrinkles or folds greater than 1 inch (25mm) shall be slit and laid flat or pulled out and replaced. In these repaired areas, additional tack coat shall be applied as needed to achieve a sound bond to the substrate. Damaged paving mat shall be removed and replaced, with same per the manufacturer's recommendations, at the contractor's expense.

I. During hot temperature applications or when excess tack coat bleeds through the paving mat under normal construction traffic causing excessive movement of mat or "pick-up", a trackless tack is preferred way to mitigate this. A pneumatic tire roller with a water/soap spray to cool or broadcasting clean sand or hot mix to create a bond break between the excess tack and the construction equipment tires have been used. If sand is applied, any excess sand shall be removed from the HMA reinforcement, using methods other than power brooming, prior to placing the specified AC mix overlay. No other material, such as asphalt release agents or diesel, shall be used for this purpose.

J. Transverse joint in the paving mat shall be overlapped in the direction of paving 3-5 inches (75 -127 mm) and longitudinal joints shall be overlapped 1-2 inches (25 -50 mm) or as recommended by the manufacturer. Paving mat shall be shingled in around the curve to achieve complete coverage in a curved area as diagramed here:

• On curves with tight radii, cut the GlasGrid product in short sections to reduce or eliminate ripples (Figure 3).

FIGURE 3: Cutting and overlapping GlasGrid around a curve

K. Brooming, squeegee or pneumatic tire rolling shall be used to remove any air bubbles and to maximize paving mat contact with the pavement surface and shall be done in accordance with the manufacturer's specifications and to the satisfaction of the engineer. When there is difficulty getting adhesion such as windy conditions, placement shall be closer behind the tack application as the wind can create a skim on the asphalt surface quickly. It is also recommended that a pneumatic tire roller (do not use a steel roller) be used to aid in full adhesion of the HMA reinforcement into the hot asphalt tack.

L. No traffic, except necessary construction traffic or emergency vehicles, shall be driven on the paving mat, unless approved by the engineer. If traffic on the HMA reinforcement is approved by the engineer, clean sand shall be lightly broadcasted over the paving mat HMA reinforcement or any exposed uncovered tack coat. Any loose sand shall be removed prior to paving. Care shall be taken to insure no sudden stops, sharp turning of wheels to prevent damage to the paving mat.

M. After installing the paving mat, placement of the first lift of the specified AC mix overlay shall closely follow. All areas in which the paving mat has been placed shall be paved during the same day, unless approved otherwise by the engineer or manufacturer's representative.

N. In the event of rainfall on the paving mat prior to the placement of the first specified AC mix overlay lift, the paving mat shall be allowed to dry before the specified AC mix is placed.

O. The compacted thickness of the first lift of the specified AC mix overlay on the paving mat shall not be less than 2 inches.

3. Workmanship and Quality Control:

A. Paving Matt Fabric Quality Control

The Contactor shall have a Manufacturer's Technical Representative be present to inspect installation of the paving mat fabric.

A certification of compliance from the binder supplier shall be provided for each load of hot asphalt binder delivered to the jobsite, showing the type and quality of material delivered.

The Contractor shall provide certified scale tickets for confirmation to the project engineer showing the total quantity of asphalt binder was installed, at the proper application rate as published by the manufacturer on the entire project.

Hot asphalt binder application rate shall not be reduced without approval from the Engineer.

4. Measurement:

Measurement for the furnishing and applying of PG Binder and paving mat fabric shall be measured by the square yard of material installed and accepted by the engineer. No additional measurement shall be allowed for overlap of paving mat fabric material; all overlap material shall be subsidiary to the pay item.

5. Payment:

Payment for the furnishing and applying of PG Binder and paving mat fabric shall be paid for at the contract unit bid price per square yard, and shall include full compensation for furnishing all labor, tools equipment, and incidentals for doing all the work involved in placement of the paving mat fabric. No separate payment will be made for PG Binder, it shall be considered subsidiary to the cost of the non-woven paving mat fabric. No additional payment shall be made for lapping of paving mat fabric material it shall be considered subsidiary to the cost of the paving mat fabric.

SECTION 6050 - UNCLASSIFIDED EXCAVATION (UNSUITABLE SUBGRADE)

1. General:

   The grading working shall comply with "STATE OF NEBRASKA, DEPARTMENT OF ROADS, 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND ALL SUPPLEMENTS", SECTION 200 - EARTHWORK.

2. Unsuitable Material:

   Saturated soil will not be considered unsuitable material. The Contractor will be required to dry the material to the moisture content that can be properly compacted to 95% standard density (ASTM D698). If material is encountered that has a PI of more than 7, it will be considered unsuitable material and the volume of unsuitable material removed shall be determined by the Engineer prior to removal.

3. Embankment:

   The embankment shall be placed with a minimum optimum density of 95%, as determined by ASTM D-698. The Contractor may use asphalt or concrete millings from the project for embankment material with the Engineer's permission.

4. Water

   Water, for grading, shall be a subsidiary item to the construction and no payment shall be made for water applied.

5. Material:

   Embankment material, when provided by the contractor, shall be granular in nature and have sufficient binder material to provide a suitable subgrade for the roadway. No material shall be used without prior approval of the engineer.

6. Payment:

   The Excavation or Embankment quantity shall be determined by the Engineer, paid at the unit price, as indicated in the proposal and made part of the contract.

SECTION 7000 - SPECIFICATIONS AND INSTRUCTION FOR FLAG PERSONNEL AND TRAFFIC CONTROL

The Contractor shall submit a traffic control plan to the Engineer and the Nebraska Department of Roads for approval prior beginning construction operations. The plan shall cover traffic control for day time as well as night time intervals. The submitted traffic control plan shall be stamped be a Professional Engineer registered in the State of Nebraska and shall be submitted at the preconstruction conference.

The Contractor shall furnish sufficient personnel to function as flag personnel. Flag personnel shall be fully instructed as to their duties and shall have a copy of these instructions on their person while on duty. All flagging and traffic control operations shall be in accordance with all federal, state and city laws and regulations.

“FLAG PERSONNEL AHEAD” signs accentuated by an orange fluorescent flag shall be used in advance of all flag personnel stations a distance shown on the plans. AT NO TIME DURING OPERATIONS SHALL A FLAGGING STATION BE LEFT WITHOUT A FLAG PERSON.

Flag Personnel shall be furnished with hand sign paddles with each paddle being a minimum of 14" x 11", mounted on a handle. These paddles shall be white lettering of "STOP" on a red background on one side and black lettering of "SLOW" on an orange background on the other side, with the whole sign being elliptical shaped and non-reflectorized.

Flag personnel shall wear reflective type, slip-on jackets that may be easily seen and identified as "flag personnel" by approaching traffic.

Flag personnel shall always stand or position themselves in a protected position, such as in a closed-off traffic lane. Under no condition shall they stand in a lane for moving vehicles. They shall place themselves at the head of the job, at the end of the job, and all intersect streets so that approaching drivers can see them for an adequate distance. Flag personnel positioning shall be done so they stand opposite the point, where traffic is to stop or be warned to slow down, whichever the case may be. All motions by flag personnel directing traffic to proceed shall be made with the free arm. No motions shall be made with the arm holding the "STOP" or "SLOW" sign paddle, other than to display such sign or remove such display.

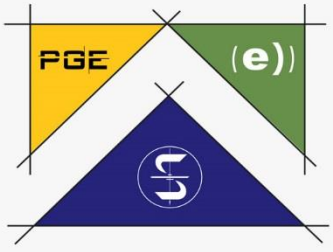
The flag personnel shall face the traffic when signaling to slow, stop or proceed, as the case may be. They shall be courteous and if questioned be prepared to state in a few words the reason and approximate time of delay.

When two or more personnel are flagging traffic on the job at any time, they shall work as a team. They shall be instructed in advance what signals they will use and what their system will be to handle traffic safely and efficiently. All efforts will be made to inconvenience the motorist as little as possible.

Contractor shall also furnish sufficient and proper signs and lights for protection of traffic.

At no time shall pedestrian traffic be closed. The Contractor shall maintain one-way minimum pedestrian traffic at all times.

PROVIDING SIMPLY SMART SOLUTIONS



MCS
FAMILY OF COMPANIES

Engineering Firm | Environmental Consulting Group

www.MCSfamilyofcompanies.com

Headquarters
818 South Beltline Highway East, Scottsbluff, Nebraska 69361
Phone (308) 635-1926 Fax (308) 635-7807

2116 Pioneer Avenue, Cheyenne, Wyoming 82001
Phone (307) 635-2828 Fax (307) 635-9902

2023 Alliance Rehabilitation Project *Alliance Nebraska*						
Bid Item	**Quantity**		**Description**	**Unit**		**Extension**
2023 Alliance Overlay Project - Plan Quantities						
1	1	LS	Mobilization	$75,000.00 /	LS	$75,000.00
2	1	LS	Traffic Control and Safety	$25,000.00 /	LS	$25,000.00
3	4,800	SF	Remove Existing Pavement, Curb, Walk	$10.00 /	SF	$48,000.00
4	26,800	SY	Non-Woven Pavement Overlay Fabric	$6.00 /	SY	$160,800.00
5	1,400	SY	Cold Milling Class 1 (Uniform-Asphalt)	$12.00 /	SY	$16,800.00
6	6,800	SY	Cold Milling Class 2 (Tapered-Asphalt)	$10.00 /	SY	$68,000.00
7	2,500	SY	Cold Milling Class 3 (Uniform-Concrete)	$10.00 /	SY	$25,000.00
8	10,800	SY	Cold Milling Class 4 (Tapered-Concrete)	$25.00 /	SY	$270,000.00
9	3,000	GAL	Emulsified Tack Coat	$7.00 /	GAL	$21,000.00
10	43,500	SY	Asphalt Concrete, Type SPR w/PG 58H-34 Binder	$18.00 /	SY	$783,000.00
11	18	EA	Adjust Existing Manhole to Grade w/ New Ring & Cover	$4,000.00 /	EA	$72,000.00
12	6	EA	Adjust Existing Water Valve Box to Grade	$1,500.00 /	EA	$9,000.00
13	200	TON	Asphalt Concrete for Patching, SPR w/Binder	$300.00 /	TON	$60,000.00
14	800	LF	30-Inch PCC Curb & Gutter	$60.00 /	LF	$48,000.00
15	200	SY	6-Inch PCC Pavement	$100.00 /	SY	$20,000.00
16	100	CY	Unclassified Excavation (Unsuitable Subgrade)	$100.00 /	CY	$10,000.00

Total Estimated Construction Cost 2023 Alliance Overlay Project = $1,711,600.00

Total Estimated Engineering Costs = $151,934.00

Total Estimated Project Costs = $1,863,534.00

May 24, 2023

ADDENDUM NO. 1
ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
CITY OF ALLIANCE
ALLINACE, NEBRASKA
MCS PROJECT NO. RM220336-00

TO WHOM IT MAY CONCERN:

Please revise the bid documents in accordance with the following instructions:

Plans:
DELETE Sheet 2T-3 (sheet 5 of 34)

ADD the revised Sheet 2T-3 attached to this addendum. The revised sheet shows the correct cross sections for Grove Avenue, W. 14th Street, Hammond Lane, and W. 16th Street.

If you have any questions, please contact us.

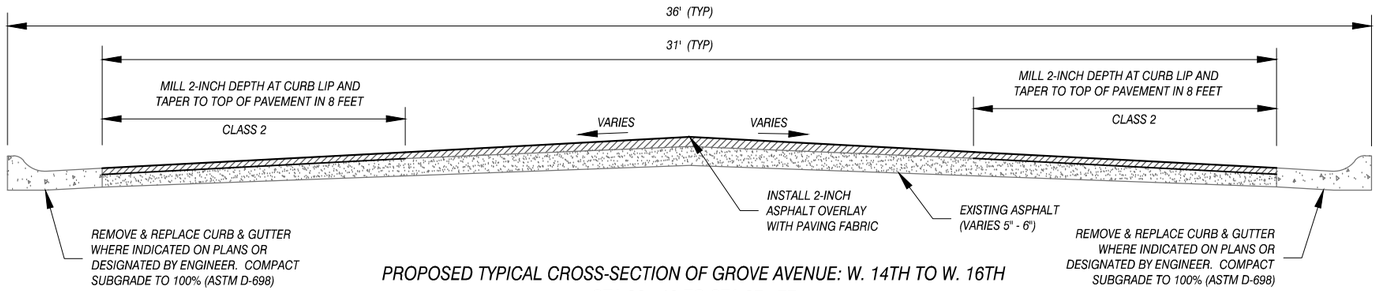
PLEASE REMEMBER TO INDICATE ALL ADDENDA ON YOUR PROPOSAL FORM.

Respectfully Submitted,
FOR THE FIRM OF
M.C. SCHAFF & ASSSOCIATES

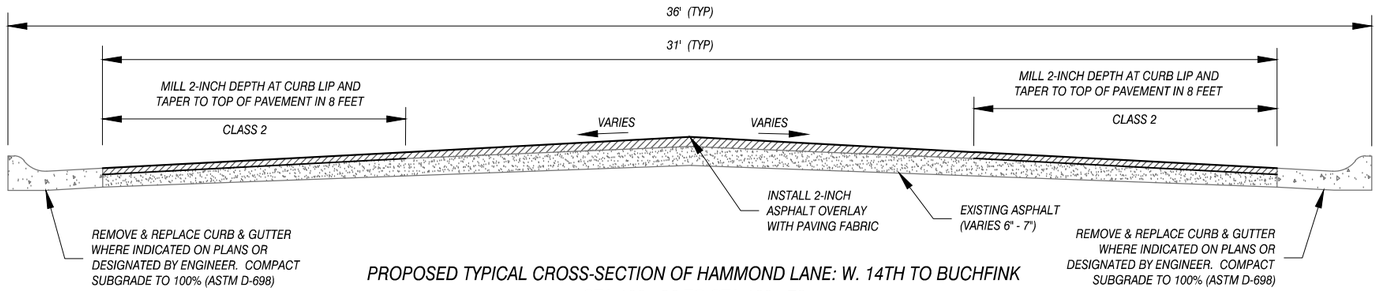
Jeff Wolfe

Jeff Wolfe, P.M.

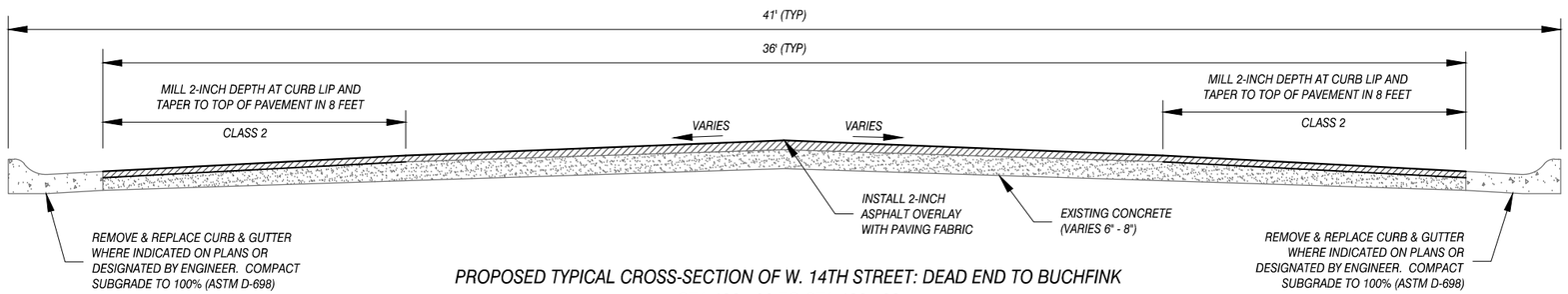
Enclosure
Cc: Seth Sorensen – City Manager, City of Alliance



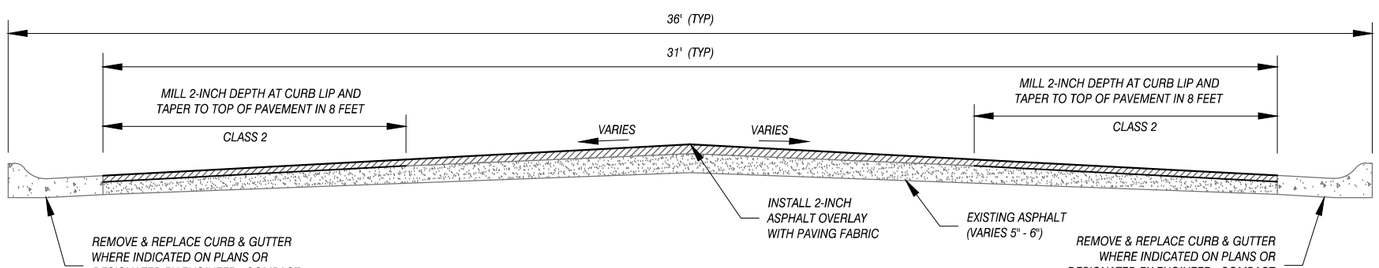
PROPOSED TYPICAL CROSS-SECTION OF GROVE AVENUE: W. 14TH TO W. 16TH
STA 90+18 TO STA 97+77
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF HAMMOND LANE: W. 14TH TO BUCHFINK
STA 100+26 TO STA 109+73
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF W. 14TH STREET: DEAD END TO BUCHFINK
STA 120+00 TO STA 128+92
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF W. 16TH: DEAD END TO BUCHFINK
STA 130+00 TO STA 132+33
NOT TO SCALE

GENERAL NOTES:

1. *ALL MILLINGS ARE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED BY THE CONTRACTOR. THE MILLINGS SHALL BE STOCKPILED AT A LOCATION DETERMINED BY THE OWNER. THERE SHALL BE NO SEPARATE PAYMENT FOR HAULING AND STOCKPILING MILLINGS IT SHALL BE SUBSIDIARY TO THE MILLING ITEM.*
2. *THE CITY OF ALLIANCE SHALL NOT WAIVE ANY LANDFILL FEES FOR DISPOSAL OF CONSTRUCTION DEBRIS. ALL LANDFILL FEES SHALL BE PAID BY THE CONTRACTOR TO THE CITY OF ALLIANCE.*
3. *THE CITY SHALL NOT SUPPLY ANY WATER FOR THE PROJECT. ALL WATER FOR THE PROJECT SHALL BE PAID FOR BY THE CONTRACTOR.*
4. *ALL REMOVAL LIMITS SHALL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION COMMENCING.*

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
TYPICAL CROSS SECTIONS
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

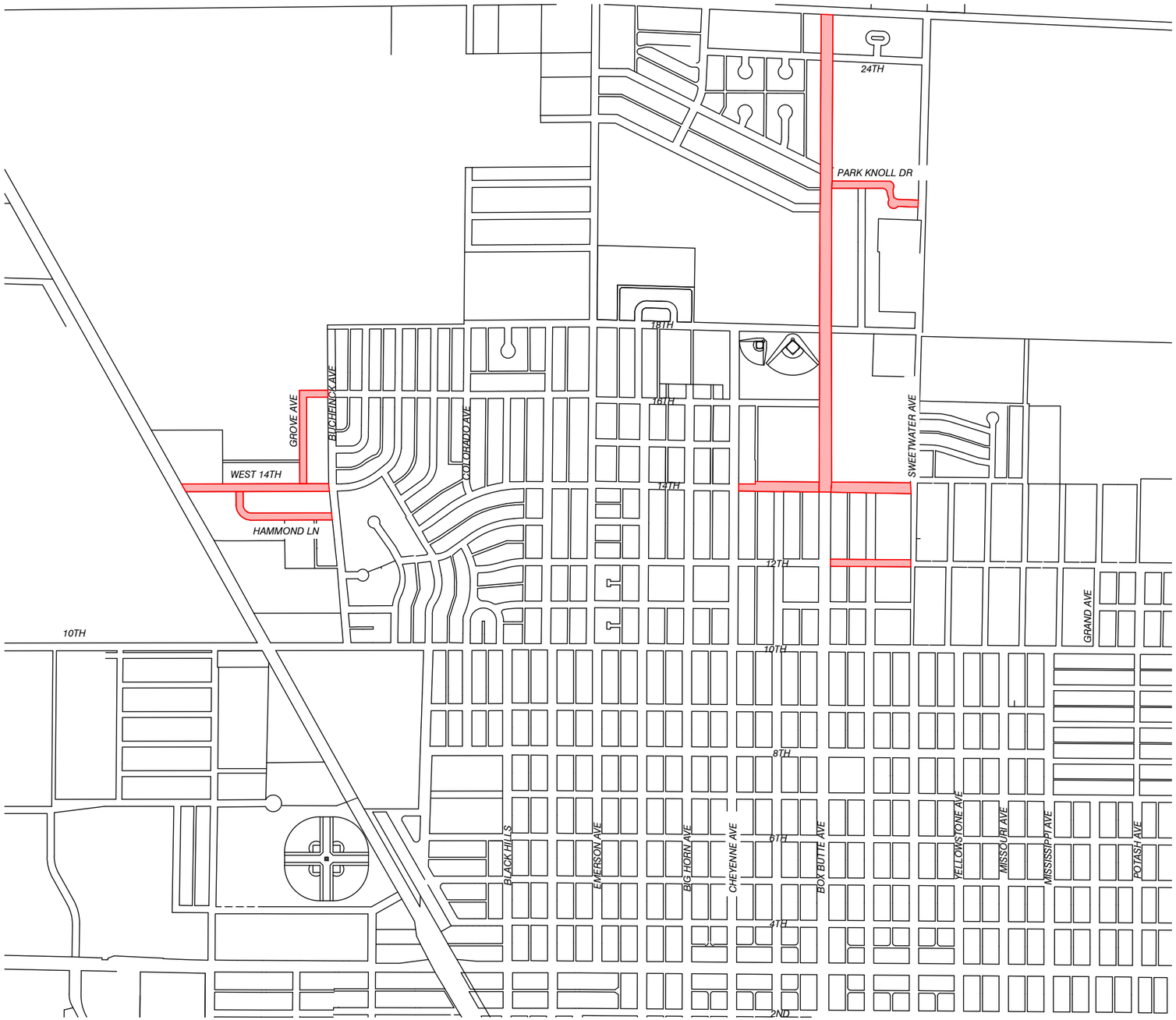
PROJECT NUMBER:	RM220336-00
PROJECT DATE:	MAY 5, 2023
PROJECT MGR:	J.W.
PROJECT TEAM:	J.W./M.O./D.S.

PROFESSIONAL CIVIL ENGINEER
DAVID A. SCHAFF
E-11026
STATE OF NEBRASKA
SEAL

DATE	REVISION
5/1/23	ADDENDUM #1

SHEET 5 OF 34
2T-3

CITY OF ALLIANCE, NE
2023 PAVEMENT REHABILITATION PROJECT
CONSTRUCTION PLANS



LOCATION MAP
SCALE 1" = 500'

PROJECT LIMITS

SHEET INDEX

DRAWING	SHEET	DESCRIPTION
G-1	1	COVER
G-2	2	LEGEND, GENERAL NOTES
2T- 1 - 3	3 - 5	TYPICAL CROSS SECTIONS
RMV- 1 - 5	6 - 10	REMOVAL PLANS BOX BUTTE AVENUE
RMV- 6	11	REMOVAL PLANS 12TH STREET
RMV- 7 - 8	12 - 13	REMOVAL PLANS 14TH STREET
RMV- 9	14	REMOVAL PLANS PARK KNOLL DRIVE
RMV- 10	15	REMOVAL PLANS GRAND AVENUE
RMV- 11 - 12	16 - 17	REMOVAL PLANS HAMMOND LANE
RMV- 13	18	REMOVAL PLANS WEST 14TH STREET
RMV- 14	19	REMOVAL PLANS WEST 16TH STREET
PVG- 1 - 5	20 - 24	PAVING PLANS BOX BUTTE AVENUE
PVG- 6	25	PAVING PLANS 12TH STREET
PVG- 7 - 8	26 - 27	PAVING PLANS 14TH STREET
PVG- 9	28	PAVING PLANS PARK KNOLL DRIVE
PVG- 10	29	PAVING PLANS GRAND AVENUE
PVG- 11 - 12	30 - 31	PAVING PLANS HAMMOND LANE
PVG- 13	32	PAVING PLANS WEST 14TH STREET
PVG- 14	33	PAVING PLANS WEST 16TH STREET
DTL-1	34	DETAILS

April 24, 2023

M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

LEGEND

SYMBOL	EXISTING	PROPOSED
PROPERTY CORNER		
RIGHT OF WAY MARKER		
STOP SIGN		
ROAD SIGN		
DELINEATOR		
BOLLARD		
MAILBOX		
FIRE HYDRANT		
VALVE		
METER PIT		
MANHOLE		
STORM INLET		
POWER POLE		
LIGHT POLE		
GUY WIRE		
ELECTRIC TRANSFORMER		
TRAFFIC SIGNAL W/ LUMINARY		
TELEPHONE PEDESTAL		
TELEPHONE MARKER		
GAS MARKER		
CABLE TV PEDESTAL		
DECIDUOUS TREE		
CONIFER		
PAVEMENT CORE		

LEGEND

SYMBOL	EXISTING	PROPOSED
RIGHT OF WAY		
CENTERLINE		
WATER MAIN	W	
6" WATER MAIN	6W	
8" WATER MAIN	8W	
12" WATER MAIN	12W	
8" SANITARY SEWER	8SAN	
12" SANITARY SEWER	12SAN	
15" SANITARY SEWER	15SAN	
STORM DRAIN	SD	
OVERHEAD ELECTRIC	OE	
UNDERGROUND ELECTRIC	UE	
UNDERGROUND TELEPHONE	UT	
UNDERGROUND CABLE TV	UTV	
UNDERGROUND FIBER OPTIC	FO	
GAS MAIN	GAS	
FENCE	X	
EDGE OF PAVEMENT		
CURB AND GUTTER		
CONSTRUCTION LIMITS		C

ABBREVIATIONS

ADA	AMERICANS WITH DISABILITIES ACT
AUX	AUXILIARY
BB	BACK TO BACK
BDC	BEGIN DROP CURB
BL	BURY LINE
BOP	BEGINNING OF PROJECT
℄, C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CY	CUBIC YARDS
D	DEGREE OF CURVATURE
DC	TOP OF DROP CURB
DIA	DIAMETER
E	EAST,EASTING
EA	EACH
EDC	END DROP CURB
EL,ELEV	ELEVATION
FES	FLARED END SECTION
FL	FLOW LINE
FT	FEET, FOOT
HOR	HORIZONTAL
IE	INVERT ELEVATION
LBS	POUNDS
LF	LINEAL FEET
LIN	LINEAL
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
N	NORTH,NORTHING
OC	ON CENTER
OFF	OFFSET
P.C.	PORTLAND CEMENT
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PREP	PREPARATION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R,RAD	RADIUS
RCCP	REINFORCED CONCRETE CULVERT PIPE
RE:	REFERENCE
REINF	REINFORCE,REINFORCING
RGSV	RESILIENT SEATED GATE VALVE
ROW	RIGHT OF WAY
RT	RIGHT
SQ	SQUARE
STA	STATION
SY	SQUARE YARDS
T	TANGENT
TC	TOP OF CURB
TEMP	TEMPORARY
TP	TOP OF PAVEMENT
TW	TOP OF SIDEWALK
TYP	TYPICAL
VER	VERTICAL
VO	VERTICAL OPERATING
VPI	VERTICAL POINT OF INTERSECTION
YDS	YARDS

GENERAL NOTES

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.

ANY CONSTRUCTION DEBRIS OR MUD TRACKING ONTO THE PUBLIC RIGHT OF WAY, RESULTING FROM THE PROJECT, SHALL BE REMOVED IMMEDIATELY, BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATION, OR EXCESSIVE PAVEMENT FAILURE CAUSED BY THE FAILURE, AND SHALL PROPERLY BARRICADE THE SITE UNTIL CONSTRUCTION IS COMPLETE. FAILURE BY THE CONTRACTOR, TO CORRECT ANY OF THE ABOVE WITHIN 48 HOURS OF WRITTEN NOTICE, BY THE CITY, SHALL CAUSE THE CITY TO ISSUE A STOP WORK ORDER (RED TAG) AND/OR DO THE WORK AND MAKE A CLAIM AGAINST THE PROJECTS LETTER OF CREDIT FOR ANY COSTS INCURRED BY THE CITY OF ALLIANCE.

THE CONTRACTOR SHALL BE SOLELY, AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT, AND ADJACENT TO THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, DURING THE PERFORMANCE OF THE WORK, THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS, THE DUTY OF THE CITY TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY LOCATIONS AT LEAST 48 HOURS (2 BUSINESS DAYS) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. FOR INFORMATION CONTACT DIGGERS HOTLINE: 1-800-331-5666. THE CONTRACTOR SHALL FIELD VERIFY SIZE, HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO ANY CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY SERVICES AND SHALL REPLACE ANY DAMAGED UTILITY AT HIS OWN EXPENSE. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING ALL UTILITY RELOCATION WORK WITH THE APPROPRIATE UTILITY COMPANY DURING THE CONSTRUCTION PROCESS.

THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS PRIOR TO ADJUSTING ALL CLEANOUTS, MANHOLES, VALVE BOXES, SURVEY MONUMENTS, AND ANY OTHER FIXTURES PRIOR TO FINAL PAVING.

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS OR OTHER DEVICES NECESSARY TO PROVIDE FOR THE PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO ALL PROPERTIES ABUTTING THE PROJECT SITE THROUGHOUT THE PERIOD OF CONSTRUCTION. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL CONTACT THE PROPERTY OWNERS IMPACTED BY THIS PROJECT.

PRIOR TO FINAL PLACEMENT OF PAVEMENT, ALL UNDERGROUND UTILITY MAINS SHALL BE INSTALLED AND SERVICE CONNECTIONS STUBBED OUT BEYOND THE CURB LINE, WHEN ALLOWED BY THE UTILITY. SERVICE BY THE PUBLIC UTILITIES AND FROM SANITARY SEWERS SHALL BE MADE AVAILABLE FOR EACH PROPERTY IN SUCH A MANNER THAT IT WILL NOT BE NECESSARY TO DISTURB THE STREET PAVEMENT, CURB, GUTTER AND SIDEWALK WHEN CONNECTIONS ARE MADE.

THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND TESTING AGENCY AT LEAST 24 HOURS PRIOR TO THE DESIRED INSPECTION.

ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION. THESE REGULATIONS ARE DESCRIBED IN SUBPART P., PART 1926 OF THE CODE OF FEDERAL REGULATIONS, UTILIZE SHEETING AND SHORING WHERE REQUIRED TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES, OR TO ANY EXISTING STRUCTURE, WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS, THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING. EXCAVATED MATERIAL SHALL NOT BE PLACED NEARER THAN 2 FEET FROM THE SIDES OF THE TRENCH. HEAVY EQUIPMENT SHALL NOT BE PLACED NEAR THE SIDES OF THE TRENCH UNLESS THE TRENCH IS ADEQUATELY BRACED.

COMPACTION OF ALL TRENCHES AND ANY OTHER REQUIRED AREAS MUST BE ATTAINED AND THE TEST RESULTS SUBMITTED TO THE ENGINEER AND THE CITY OF ALLIANCE PRIOR TO ACCEPTANCE.

THE CONTRACTOR SHALL HAVE IN HIS/HER POSSESSION AT ALL TIMES AT LEAST ONE COPY OF THE PLANS APPROVED BY THE CITY OF ALLIANCE.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF ALLIANCE AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING DUST CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION.

REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS OR LANDSCAPING IS THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

QUANTITIES - ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT

ITEM	DESCRIPTION	ESTIMATED QUANTITY
1	MOBILIZATION	1 LUMP SUM
2	TRAFFIC CONTROL AND SAFETY	1 LUMP SUM
3	REMOVE EXISTING PAVEMENT, ASPHALT, CURB, GUTTER, SIDEWALK	4,800 S.F.
4	NON-WOVEN PAVEMENT OVERLAY FABRIC	26,800 S.Y.
5	COLD MILLING, CLASS 1 - UNIFORM DEPTH MILLING OF ASPHALT: 0-2 INCHES	1,400 S.Y.
6	COLD MILLING, CLASS 2 - TAPERED MILLING OF ASPHALT: 0 TO 2 INCHES IN 8 FEET	6,800 S.Y.
7	COLD MILLING, CLASS 3 - UNIFORM DEPTH MILLING OF CONCRETE: 0-2 INCHES	2,500 S.Y.
8	COLD MILLING, CLASS 4 - TAPERED MILLING OF CONCRETE: 0 TO 2 INCHES IN 8 FEET	10,800 S.Y.
9	EMULSIFIED TACK COAT	3,000 GAL.
10	2-INCH ASPHALT CONCRETE, TYPE SPR w/PG 58H-34 BINDER	43,500 S.Y.
11	ADJUST EXISTING MANHOLE TO GRADE WITH NEW RING AND COVER	18 EA.
12	ADJUST EXISTING WATER VALVE BOX TO GRADE	6 EA.
13	ASPHALT CONCRETE FOR PATCHING, SPR w/ 58H-34 BINDER	200 TON
14	30-INCH PCC CURB & GUTTER	800 L.F.
15	6-INCH PCC PAVEMENT	200 S.Y.
16	UNCLASSIFIED EXCAVATION (UNSUITABLE SUBGRADE)	100 C.Y.

PROJECT ENGINEER: DAVID SCHAFF - M.C. SCHAFF & ASSOCIATES

OWNER REPRESENTATIVE: ROSS GRANT - STREET SUPERINTENDENT

UTILITY COMPANY CONTACT INFORMATION:

CITY OF ALLIANCE WATER/SEWER/ELECTRIC	308-762-1907
NATURAL GAS - BLACK HILLS ENERGY	888-890-5554
TELEPHONE - CENTURY LINK	888-446-1623
COMMUNICATIONS - CHARTER COMMUNICATIONS	866-874-2389

CALL BEFORE YOU DIG
DIGGERS HOTLINE
1-800-331-5666
CALL 2 BUSINESS DAYS PRIOR TO ALL WORK

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

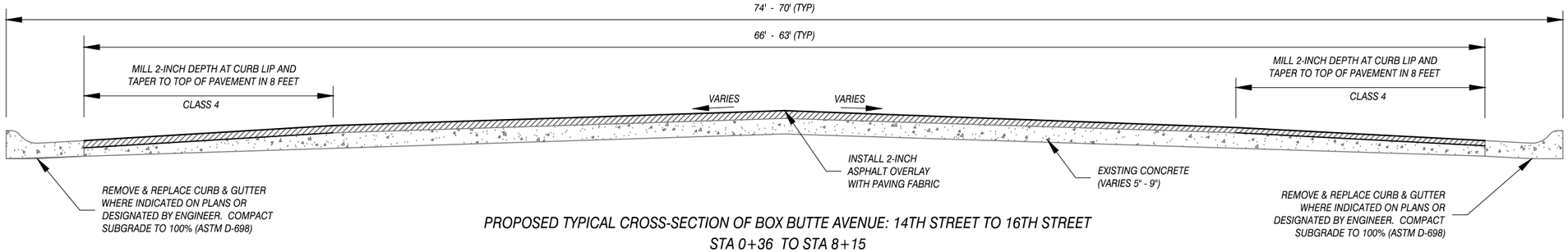
PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
LEGEND/QUANTITIES CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

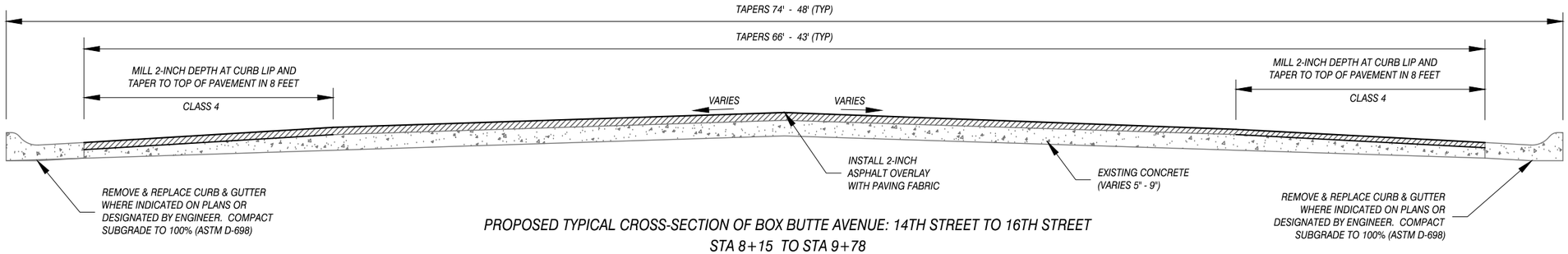
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

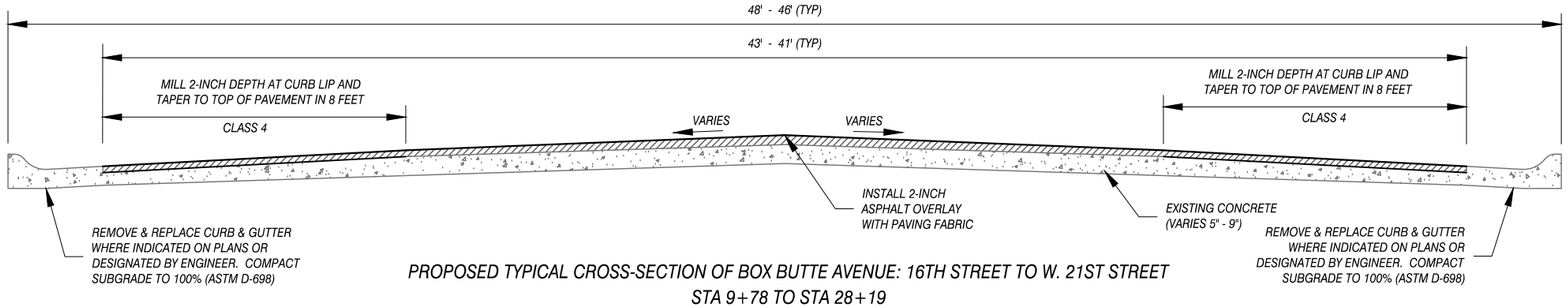
DATE	REVISION



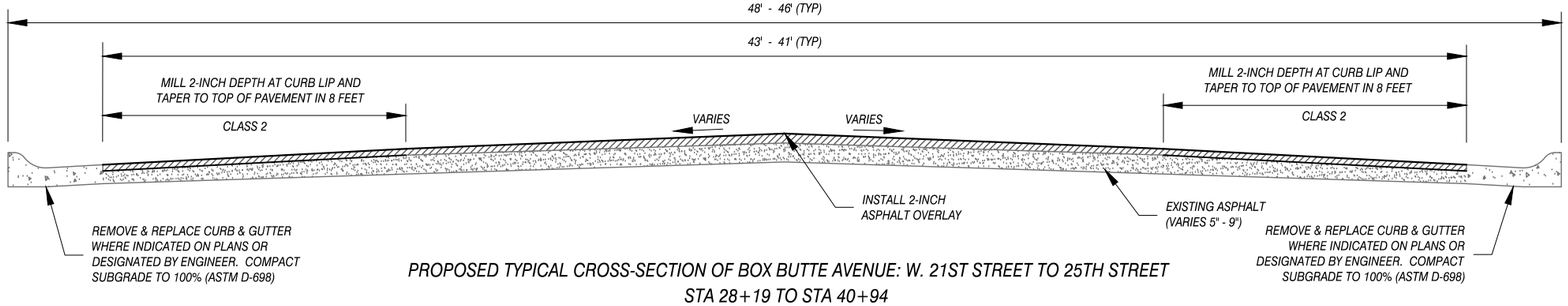
PROPOSED TYPICAL CROSS-SECTION OF BOX BUTTE AVENUE: 14TH STREET TO 16TH STREET
STA 0+36 TO STA 8+15
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF BOX BUTTE AVENUE: 14TH STREET TO 16TH STREET
STA 8+15 TO STA 9+78
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF BOX BUTTE AVENUE: 16TH STREET TO W. 21ST STREET
STA 9+78 TO STA 28+19
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF BOX BUTTE AVENUE: W. 21ST STREET TO 25TH STREET
STA 28+19 TO STA 40+94
NOT TO SCALE

GENERAL NOTES:

1. *ALL MILLINGS ARE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED BY THE CONTRACTOR. THE MILLINGS SHALL BE STOCKPILED AT A LOCATION DETERMINED BY THE OWNER. THERE SHALL BE NO SEPARATE PAYMENT FOR HAULING AND STOCKPILING MILLINGS IT SHALL BE SUBSIDIARY TO THE MILLING ITEM.*
2. *THE CITY OF ALLIANCE SHALL NOT WAIVE ANY LANDFILL FEES FOR DISPOSAL OF CONSTRUCTION DEBRIS. ALL LANDFILL FEES SHALL BE PAID BY THE CONTRACTOR TO THE CITY OF ALLIANCE.*
3. *THE CITY SHALL NOT SUPPLY ANY WATER FOR THE PROJECT. ALL WATER FOR THE PROJECT SHALL BE PAID FOR BY THE CONTRACTOR.*
4. *ALL REMOVAL LIMITS SHALL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION COMMENCING.*

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
TYPICAL CROSS SECTIONS
CONSTRUCTION PLAN

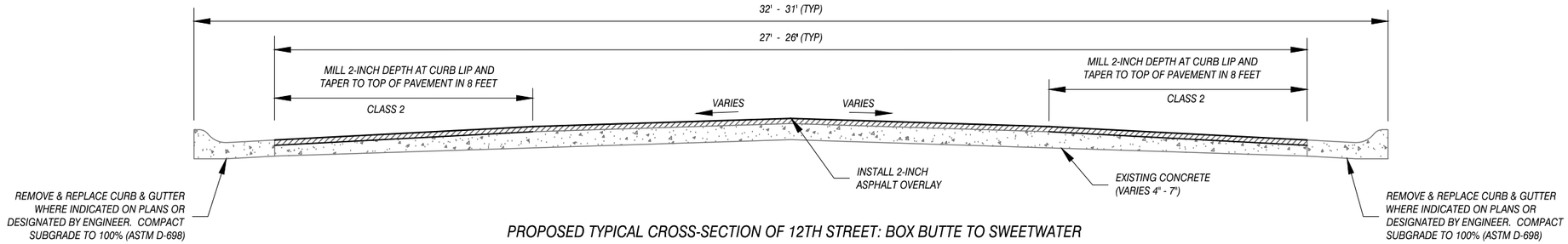
CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

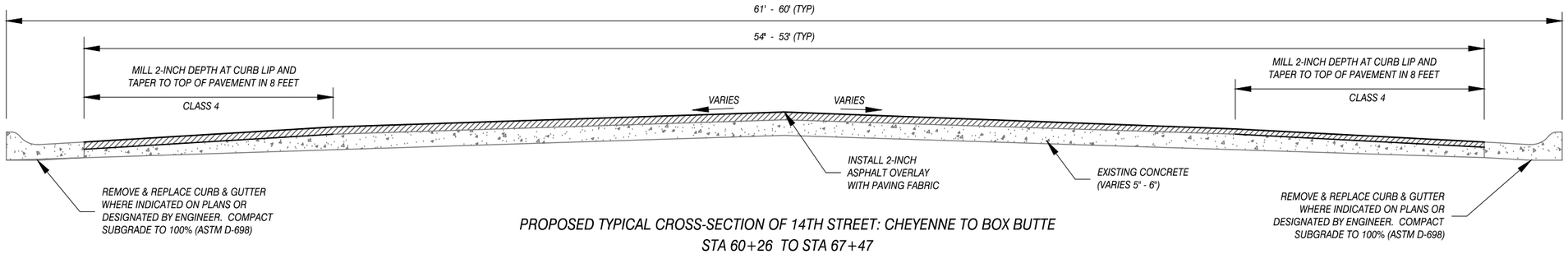
SEAL

DATE	REVISION

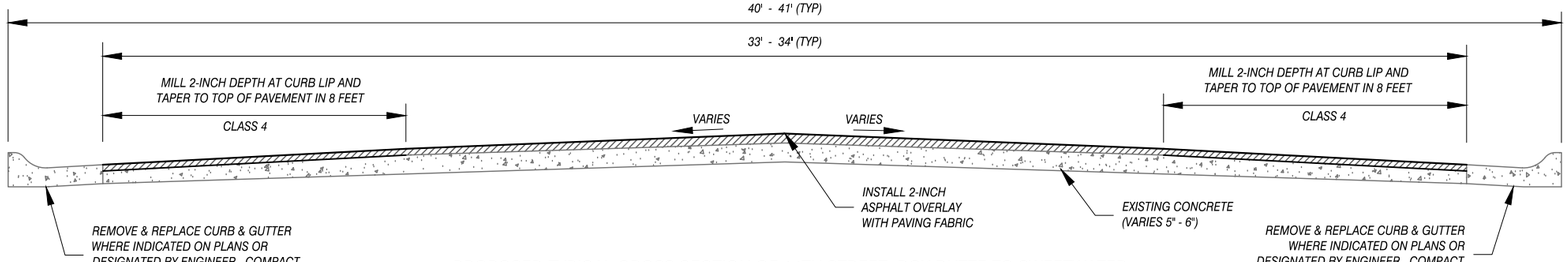
SHEET 3 OF 34
2T-1



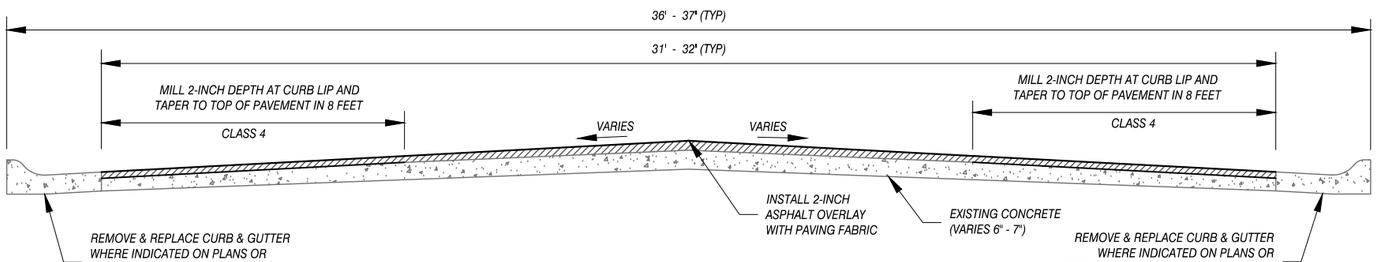
PROPOSED TYPICAL CROSS-SECTION OF 12TH STREET: BOX BUTTE TO SWEETWATER
STA 50+30 TO STA 56+99
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF 14TH STREET: CHEYENNE TO BOX BUTTE
STA 60+26 TO STA 67+47
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF 14TH STREET: BOX BUTTE TO SWEETWATER
STA 68+09 TO STA 75+21
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF PARK KNOLL DRIVE: BOX BUTTE TO SWEETWATER
STA 80+20 TO STA 88+57
NOT TO SCALE

GENERAL NOTES:

1. ALL MILLINGS ARE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED BY THE CONTRACTOR. THE MILLINGS SHALL BE STOCKPILED AT A LOCATION DETERMINED BY THE OWNER. THERE SHALL BE NO SEPARATE PAYMENT FOR HAULING AND STOCKPILING MILLINGS IT SHALL BE SUBSIDIARY TO THE MILLING ITEM.
2. THE CITY OF ALLIANCE SHALL NOT WAIVE ANY LANDFILL FEES FOR DISPOSAL OF CONSTRUCTION DEBRIS. ALL LANDFILL FEES SHALL BE PAID BY THE CONTRACTOR TO THE CITY OF ALLIANCE.
3. THE CITY SHALL NOT SUPPLY ANY WATER FOR THE PROJECT. ALL WATER FOR THE PROJECT SHALL BE PAID FOR BY THE CONTRACTOR.
4. ALL REMOVAL LIMITS SHALL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION COMMENCING.

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

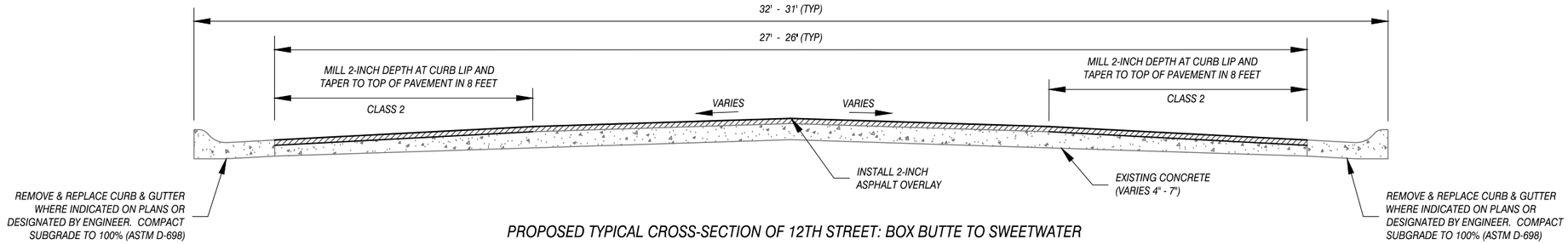
PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
TYPICAL CROSS SECTIONS
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

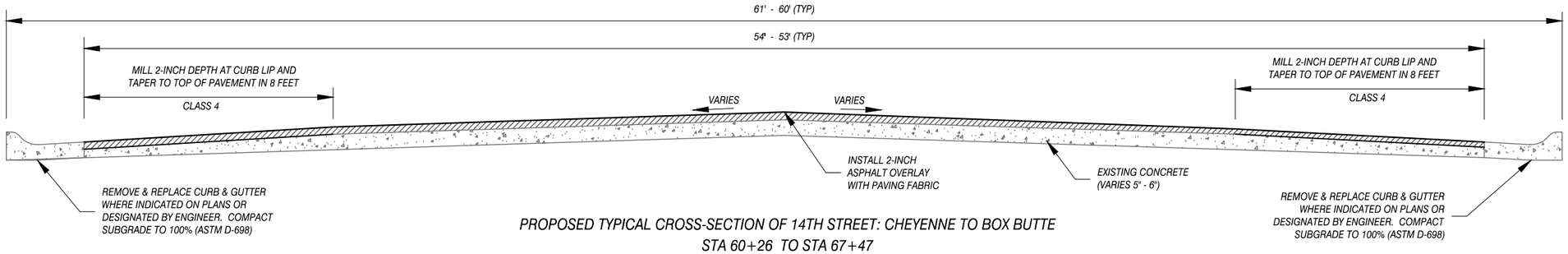
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

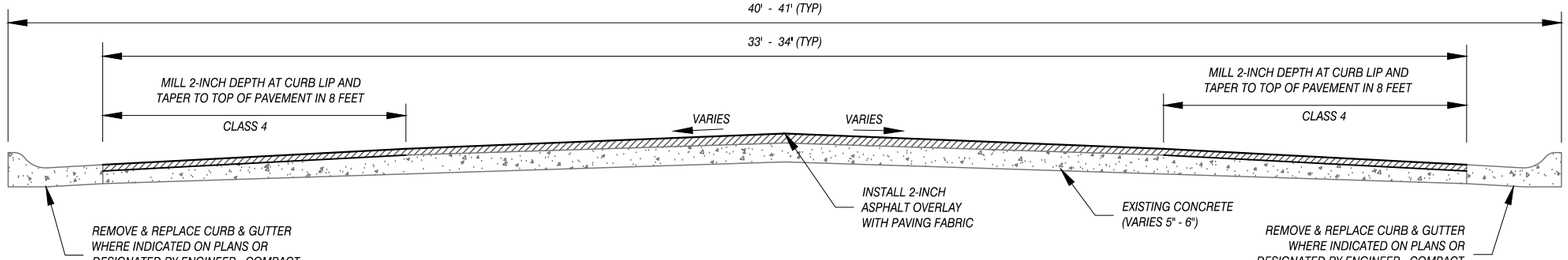
DATE	REVISION



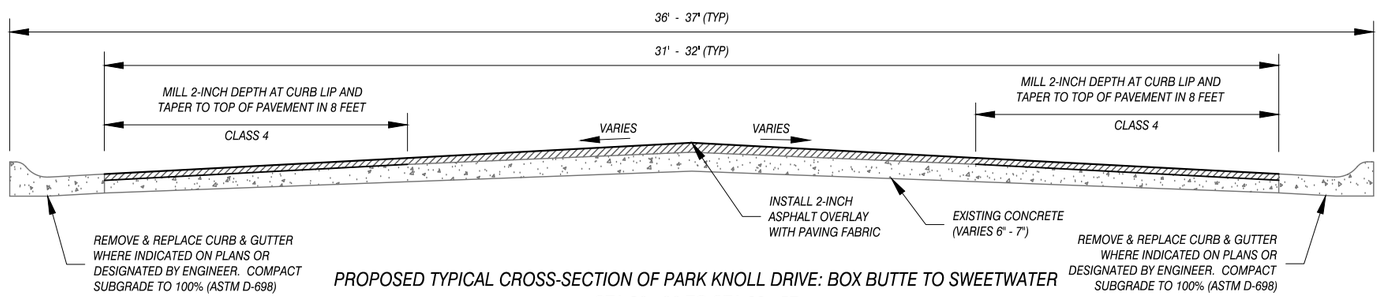
PROPOSED TYPICAL CROSS-SECTION OF 12TH STREET: BOX BUTTE TO SWEETWATER
STA 50+30 TO STA 56+99
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF 14TH STREET: CHEYENNE TO BOX BUTTE
STA 60+26 TO STA 67+47
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF 14TH STREET: BOX BUTTE TO SWEETWATER
STA 68+09 TO STA 75+21
NOT TO SCALE



PROPOSED TYPICAL CROSS-SECTION OF PARK KNOLL DRIVE: BOX BUTTE TO SWEETWATER
STA 80+20 TO STA 88+57
NOT TO SCALE

GENERAL NOTES:

1. ALL MILLINGS ARE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED BY THE CONTRACTOR. THE MILLINGS SHALL BE STOCKPILED AT A LOCATION DETERMINED BY THE OWNER. THERE SHALL BE NO SEPARATE PAYMENT FOR HAULING AND STOCKPILING MILLINGS IT SHALL BE SUBSIDIARY TO THE MILLING ITEM.
2. THE CITY OF ALLIANCE SHALL NOT WAIVE ANY LANDFILL FEES FOR DISPOSAL OF CONSTRUCTION DEBRIS. ALL LANDFILL FEES SHALL BE PAID BY THE CONTRACTOR TO THE CITY OF ALLIANCE.
3. THE CITY SHALL NOT SUPPLY ANY WATER FOR THE PROJECT. ALL WATER FOR THE PROJECT SHALL BE PAID FOR BY THE CONTRACTOR.
4. ALL REMOVAL LIMITS SHALL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION COMMENCING.

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
TYPICAL CROSS SECTIONS
CONSTRUCTION PLAN

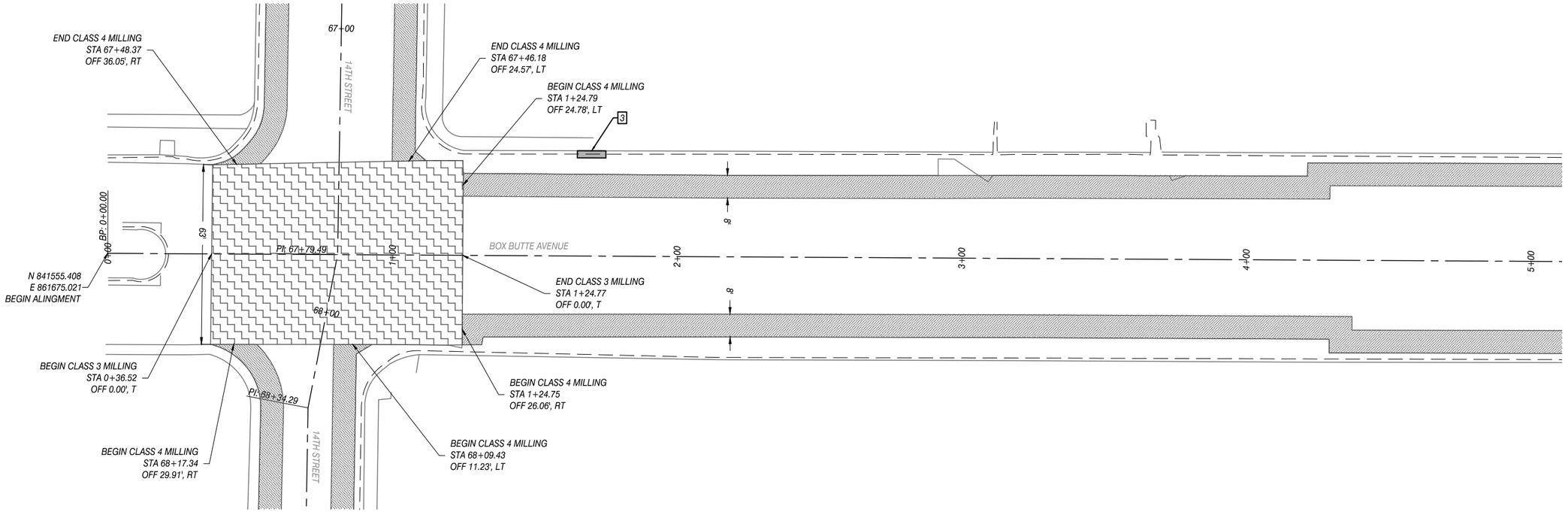
CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 5 OF 34
2T-3

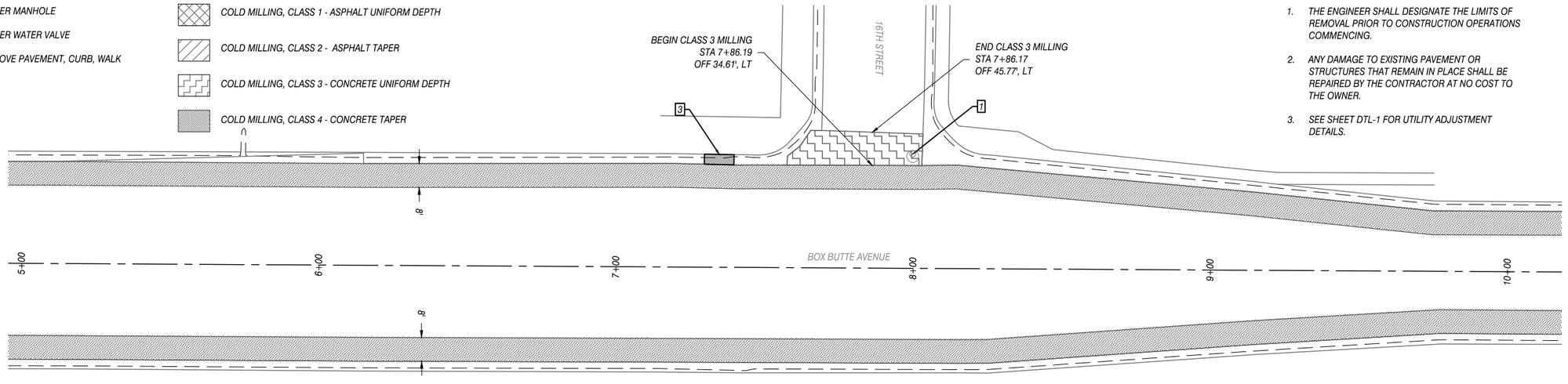


REMOVAL CONSTRUCTION NOTES

1. LOWER MANHOLE
2. LOWER WATER VALVE
3. REMOVE PAVEMENT, CURB, WALK

REMOVAL MILLING NOTES

- COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH
- COLD MILLING, CLASS 2 - ASPHALT TAPER
- COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH
- COLD MILLING, CLASS 4 - CONCRETE TAPER



REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - BOX BUTTE
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

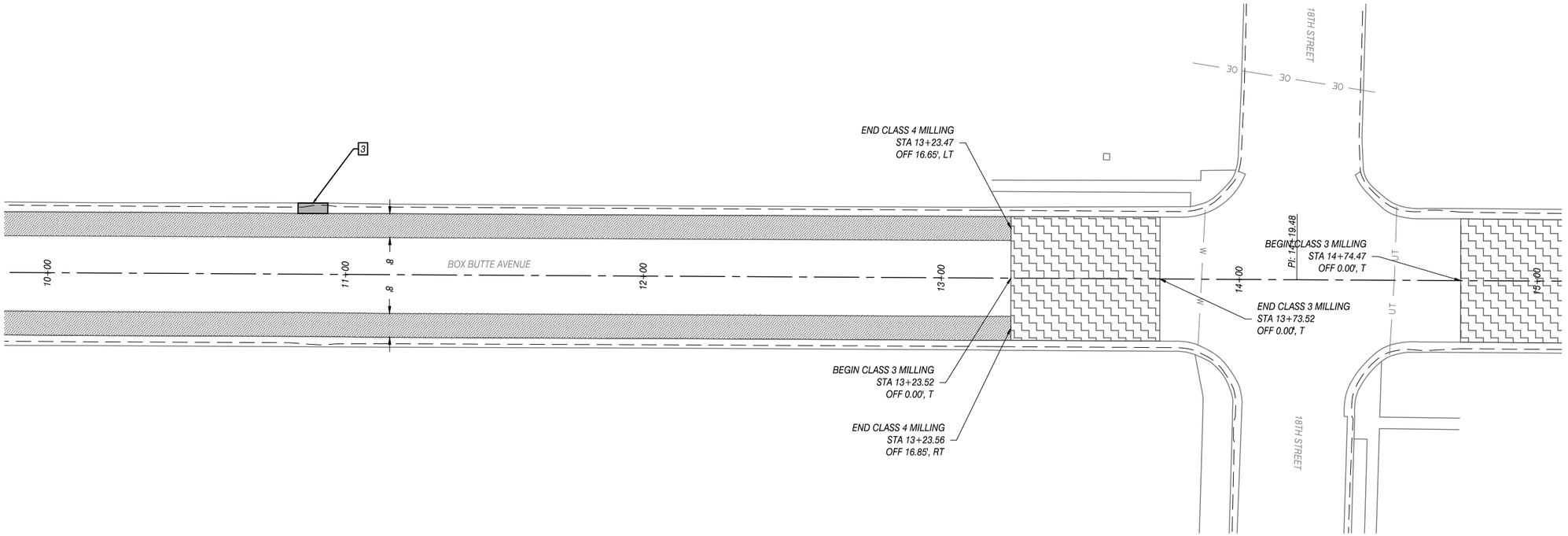
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 6 OF 34

RMV-1



REMOVAL CONSTRUCTION NOTES

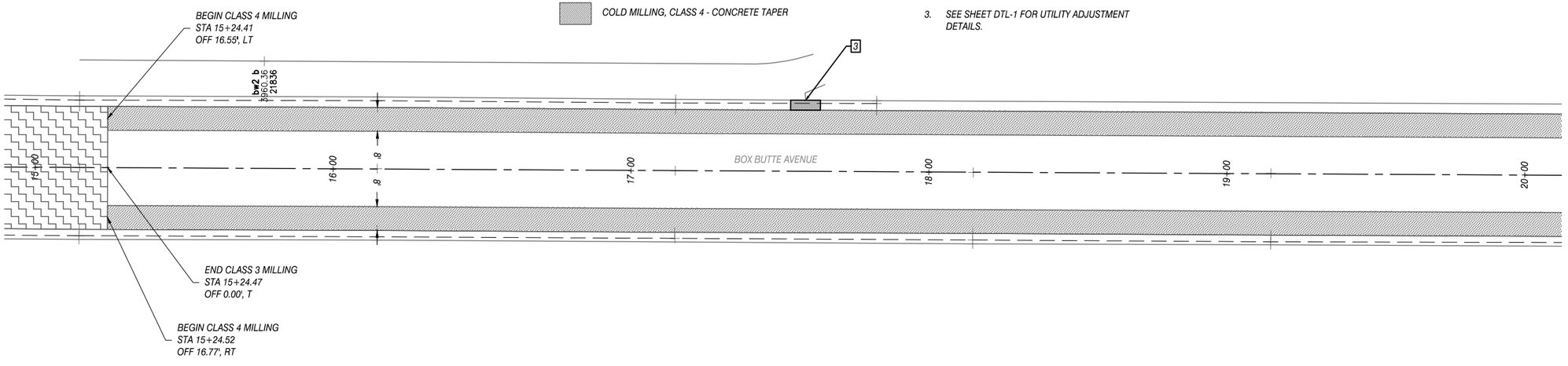
1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*



0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - BOX BUTTE CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

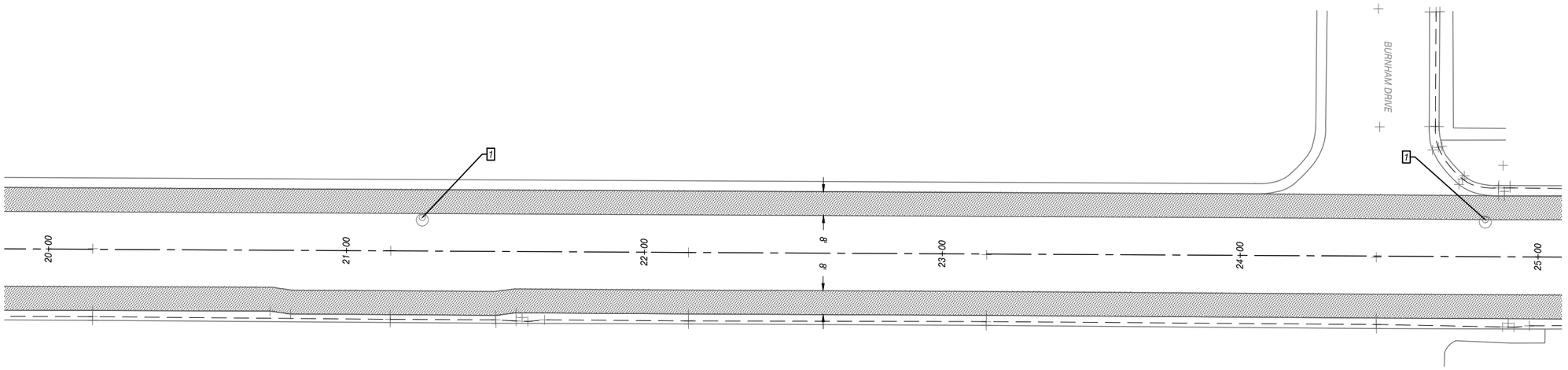
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

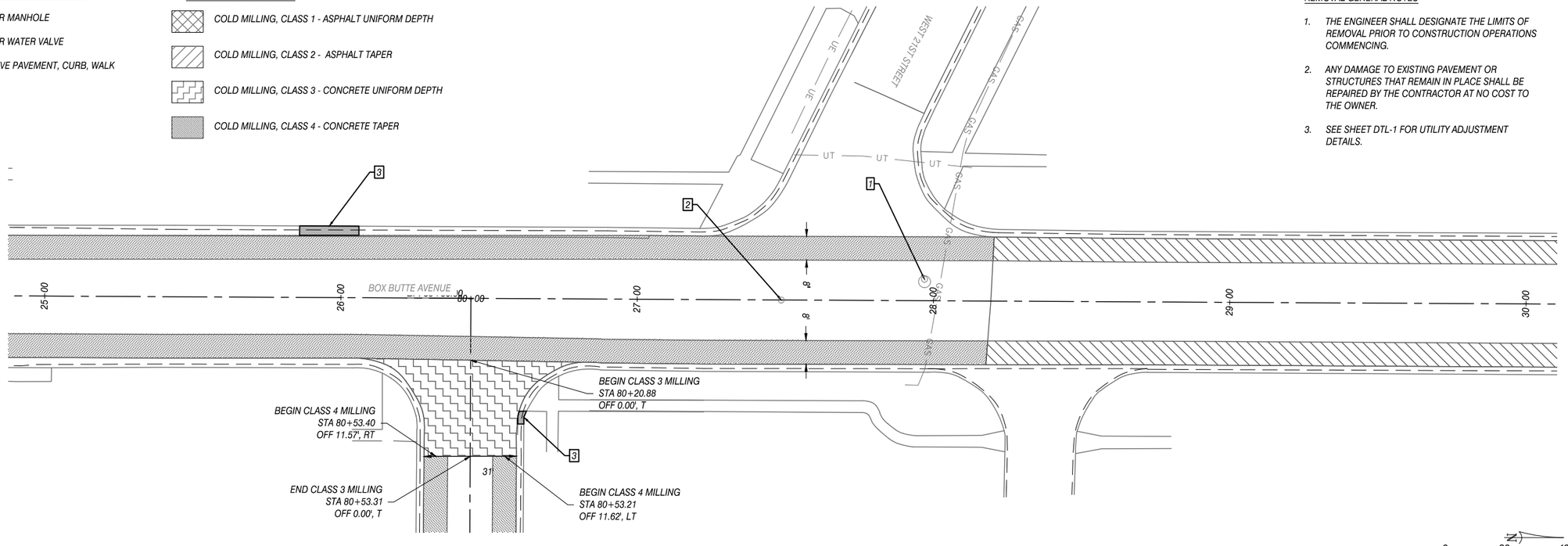
SEAL

DATE	REVISION

SHEET 7 OF 34

RMV-2





REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - BOX BUTTE CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

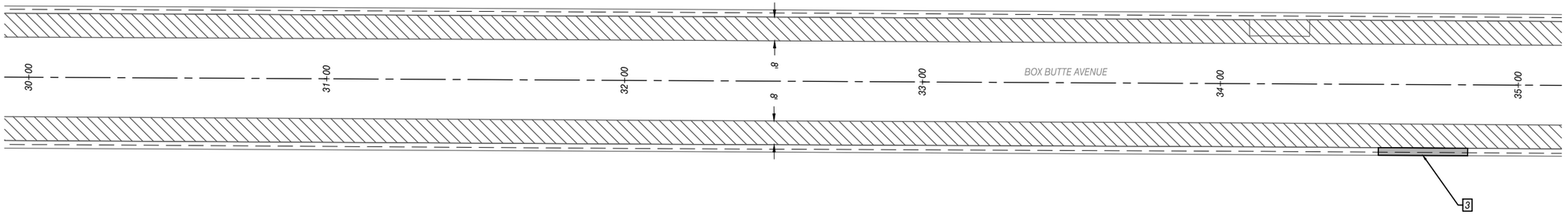
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 8 OF 34

RMV-3

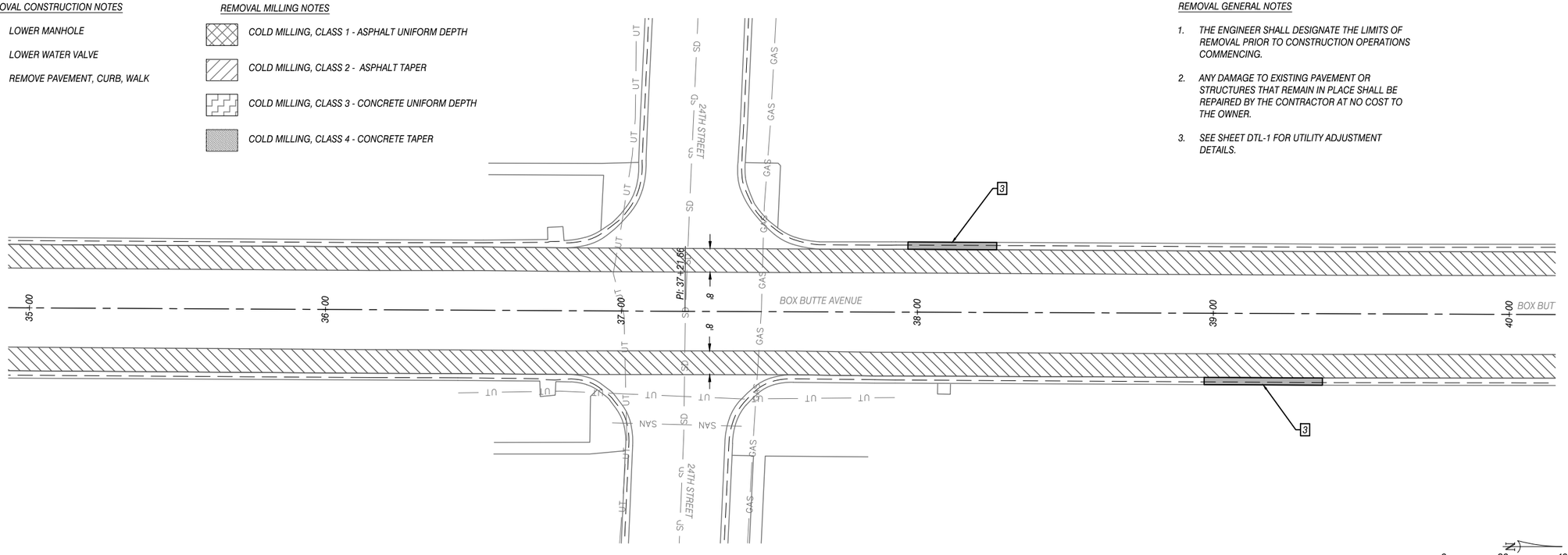


REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*



REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet
REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - BOX BUTTE
CONSTRUCTION PLAN

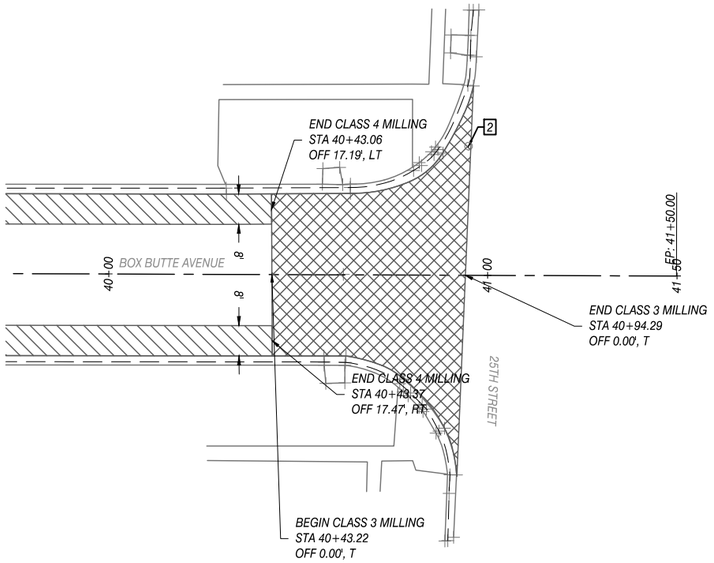
CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 9 OF 34
RMV-4



REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - BOX BUTTE
CONSTRUCTION PLAN

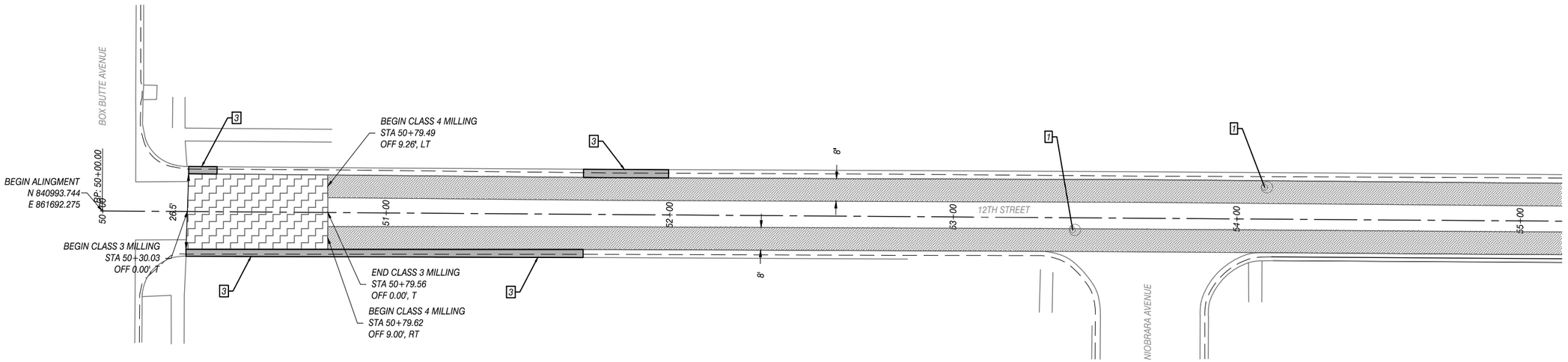
CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 10 OF 34
RMV-5

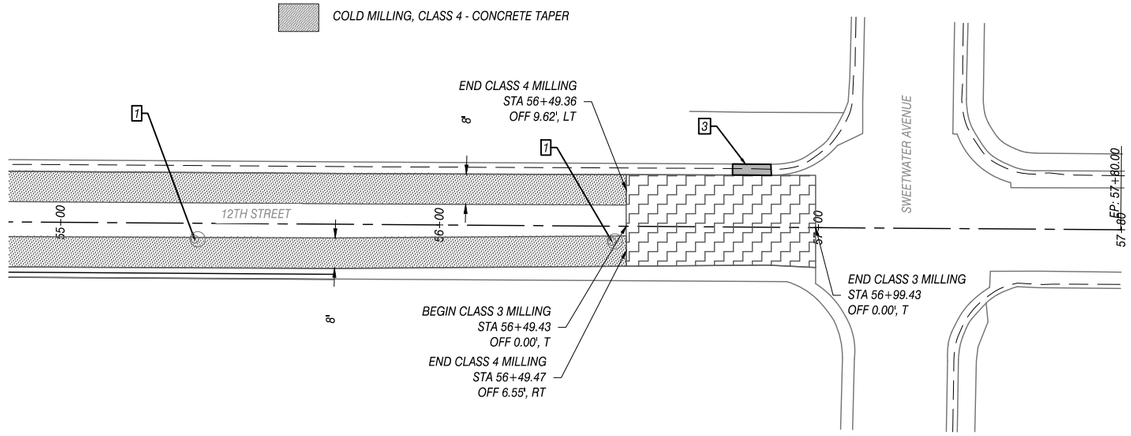


REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*



REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet
REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - 12TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

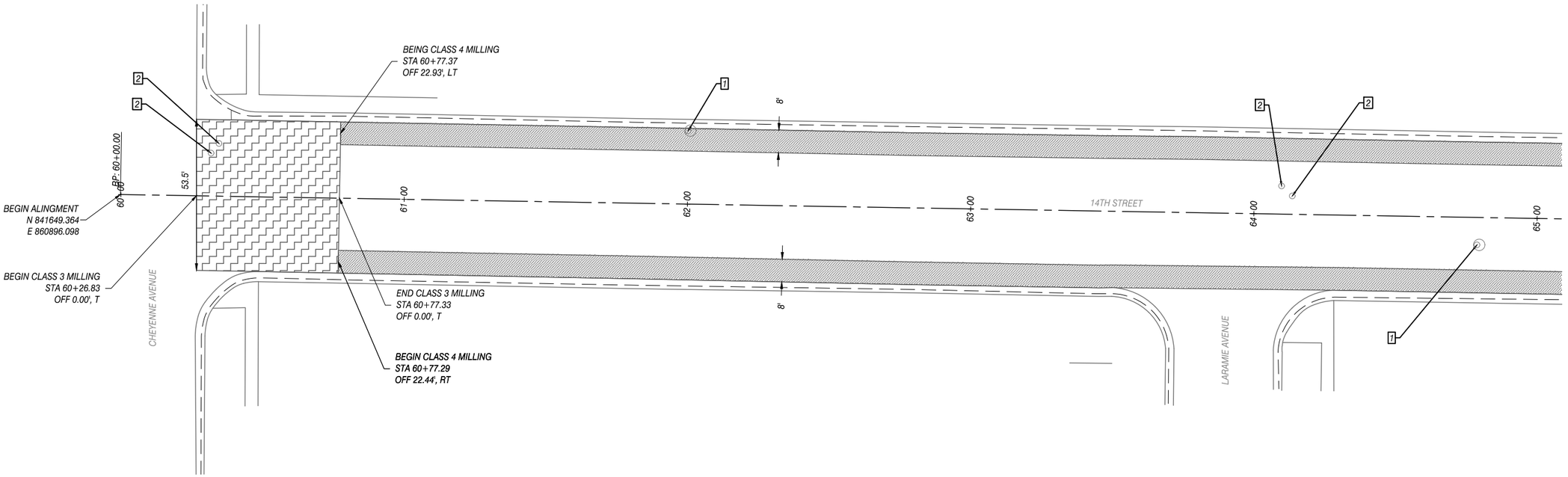
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

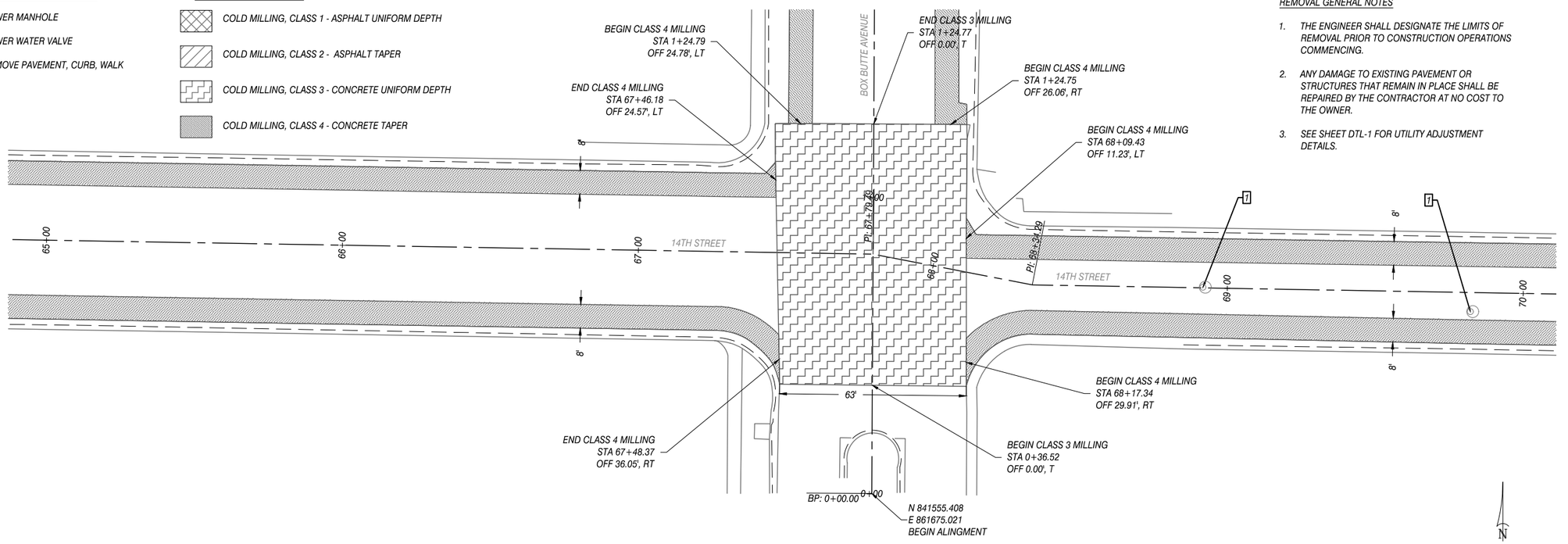
SEAL

DATE	REVISION

SHEET 11 OF 34

RMV-6





REMOVAL CONSTRUCTION NOTES

1. LOWER MANHOLE
2. LOWER WATER VALVE
3. REMOVE PAVEMENT, CURB, WALK

REMOVAL MILLING NOTES

- COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH
- COLD MILLING, CLASS 2 - ASPHALT TAPER
- COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH
- COLD MILLING, CLASS 4 - CONCRETE TAPER

REMOVAL GENERAL NOTES

1. THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.
2. ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
3. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.

0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - 14TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

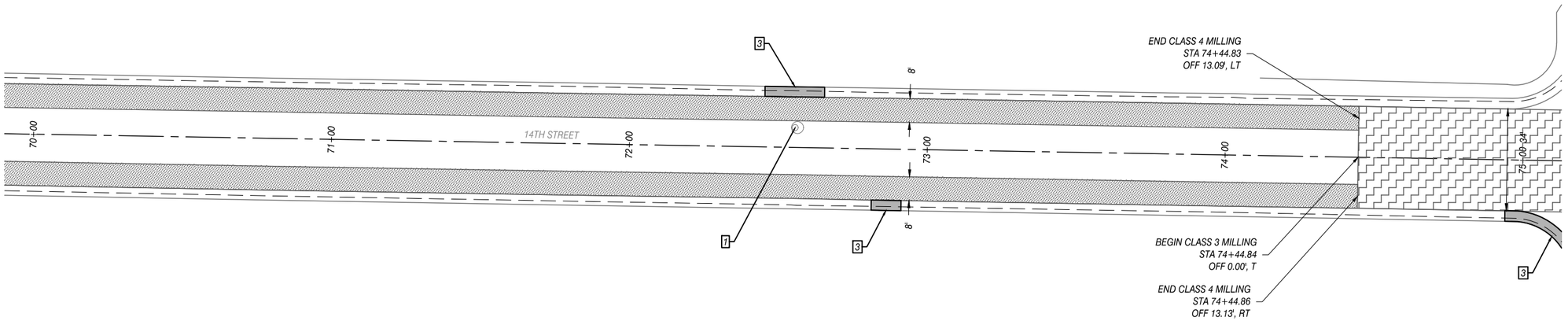
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

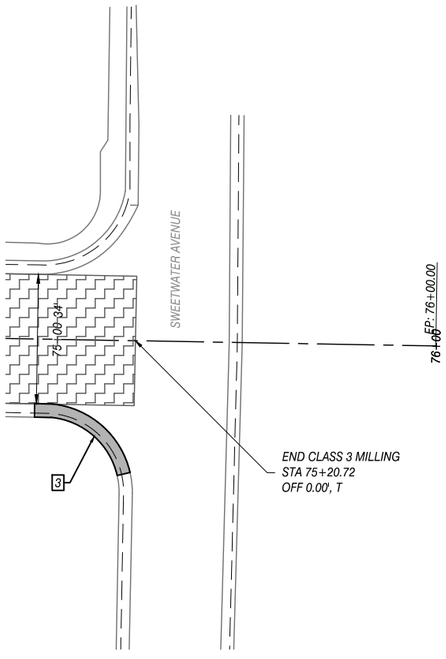
SEAL

DATE	REVISION

SHEET 12 OF 34

RMV-7





REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

N

0 20 40

Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - 14TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

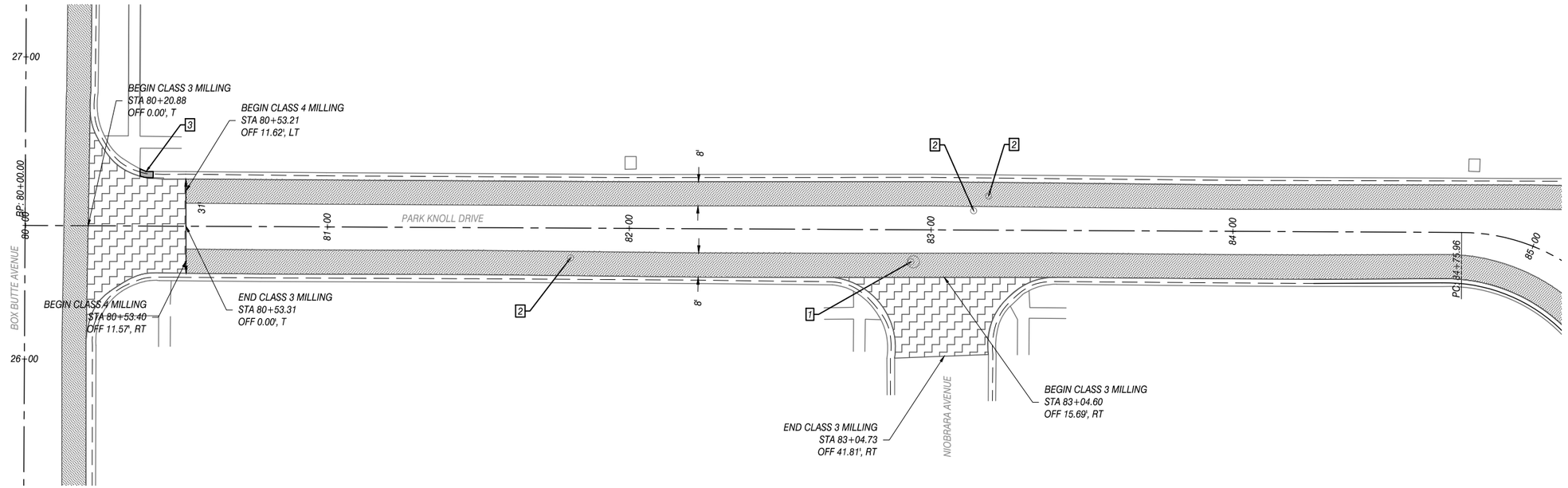
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

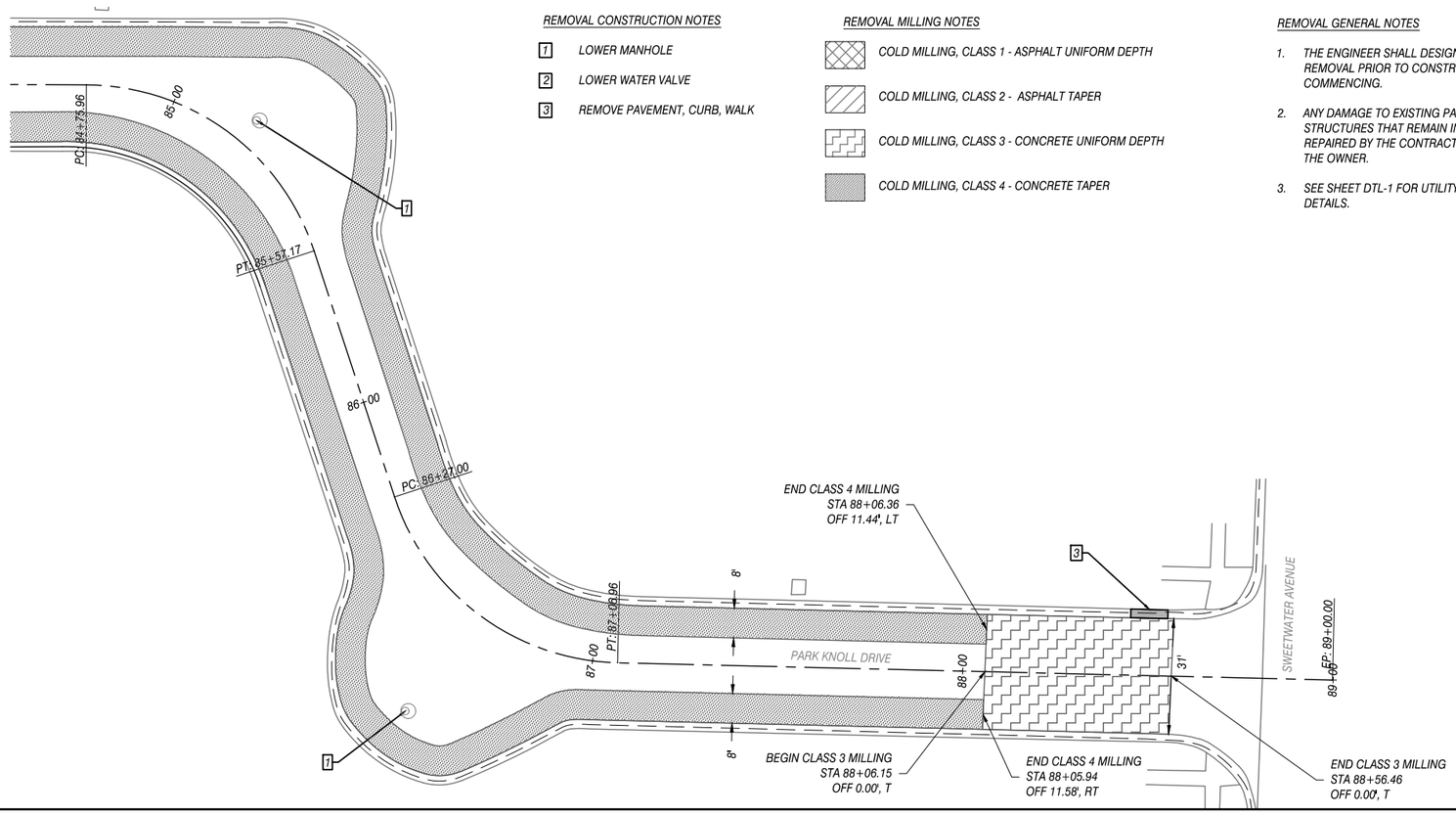
SEAL

DATE	REVISION

SHEET 13 OF 34

RMV-8





REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

0 20 40
Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

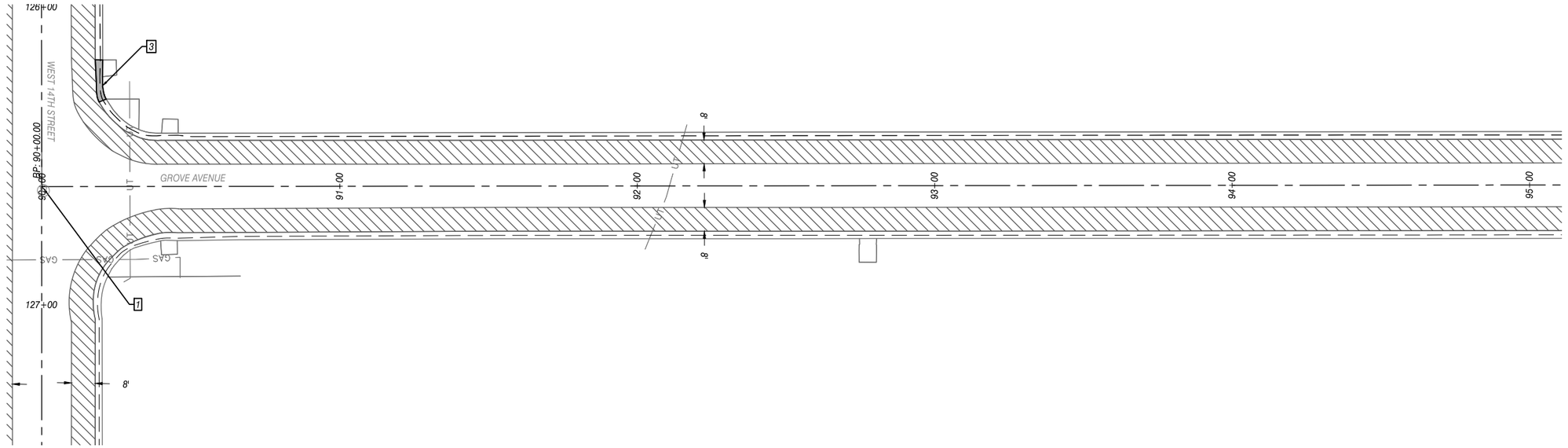
PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - PARK KNOLL
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

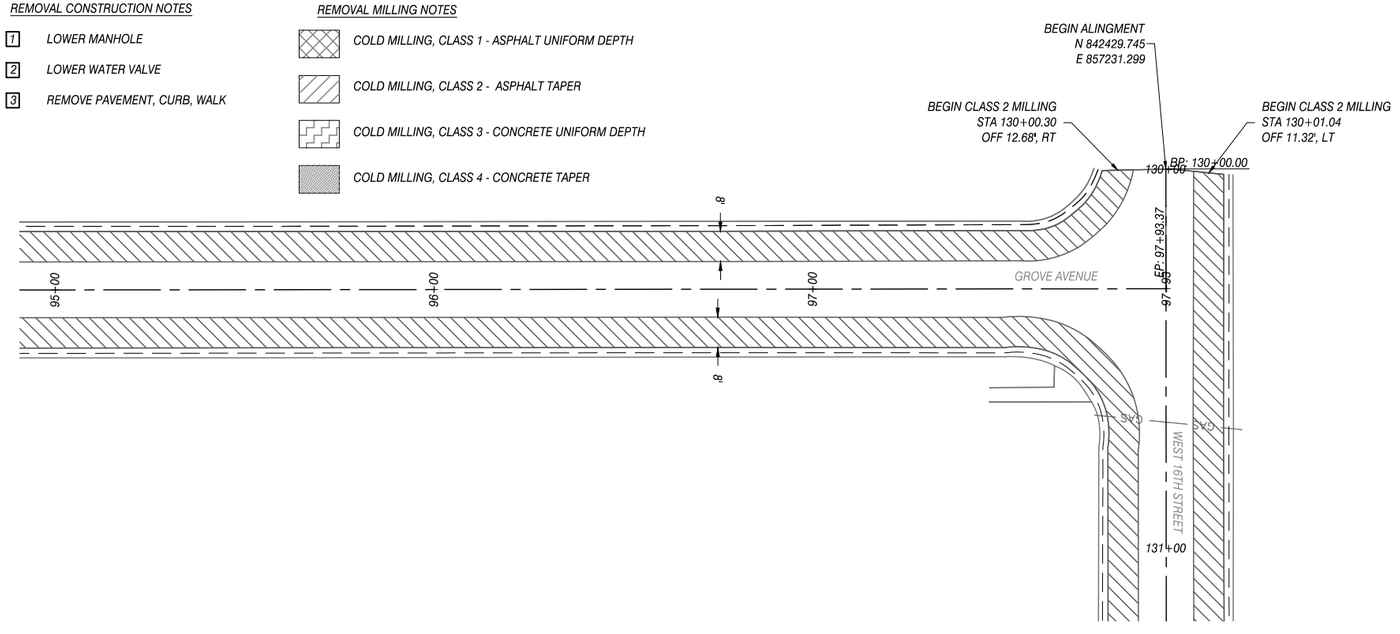


REMOVAL CONSTRUCTION NOTES

1. LOWER MANHOLE
2. LOWER WATER VALVE
3. REMOVE PAVEMENT, CURB, WALK

REMOVAL MILLING NOTES

- COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH
- COLD MILLING, CLASS 2 - ASPHALT TAPER
- COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH
- COLD MILLING, CLASS 4 - CONCRETE TAPER



REMOVAL GENERAL NOTES

1. THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.
2. ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
3. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.

0 20 40
Scale in Feet
REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - GROVE AVE
CONSTRUCTION PLAN

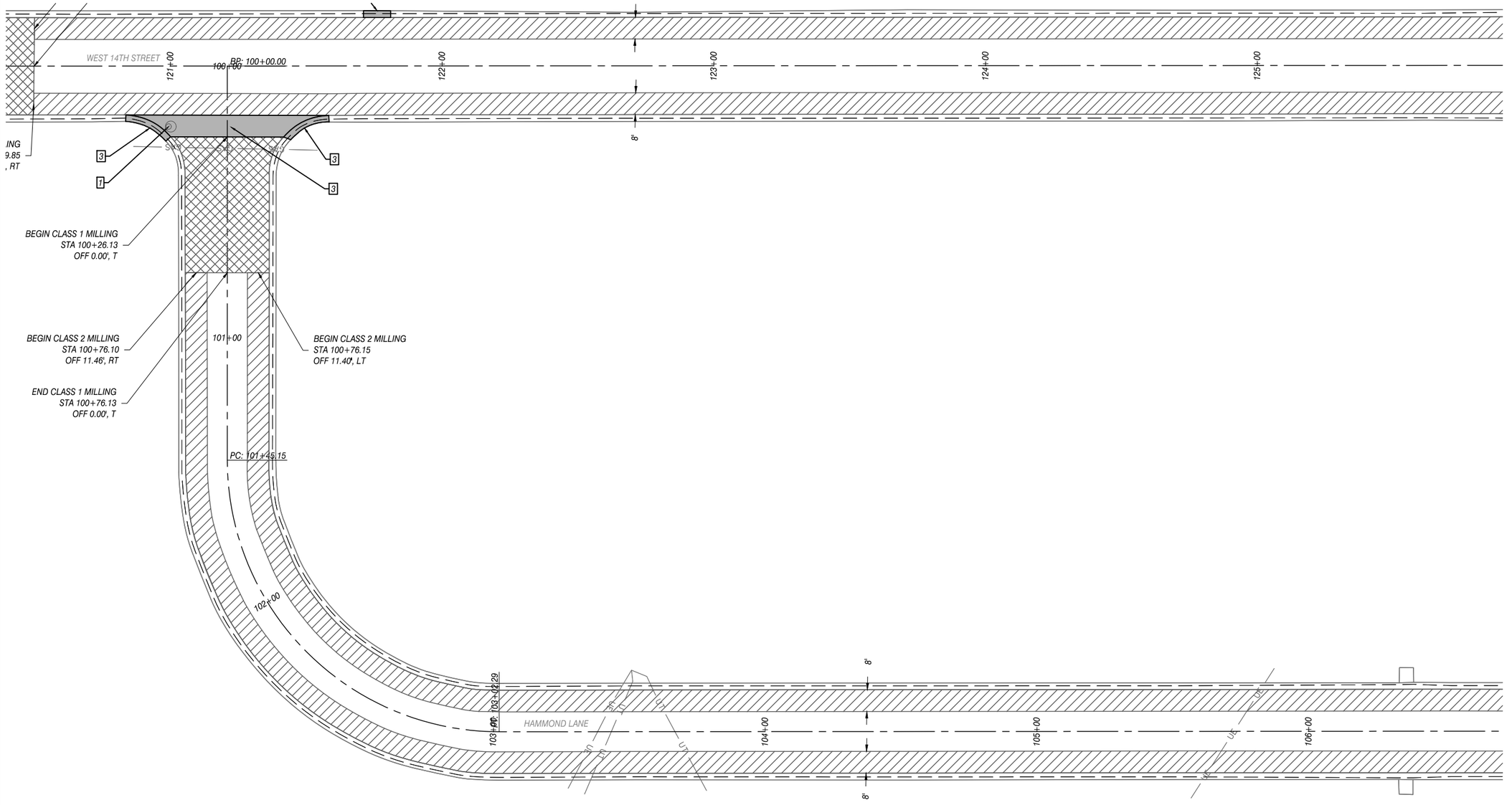
CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 15 OF 34
RMV-10



REMOVAL CONSTRUCTION NOTES

1. LOWER MANHOLE
2. LOWER WATER VALVE
3. REMOVE PAVEMENT, CURB, WALK

REMOVAL MILLING NOTES

- COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH
- COLD MILLING, CLASS 2 - ASPHALT TAPER
- COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH
- COLD MILLING, CLASS 4 - CONCRETE TAPER

REMOVAL GENERAL NOTES

1. THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.
2. ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
3. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.

N

0 20 40

Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - HAMMOND
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

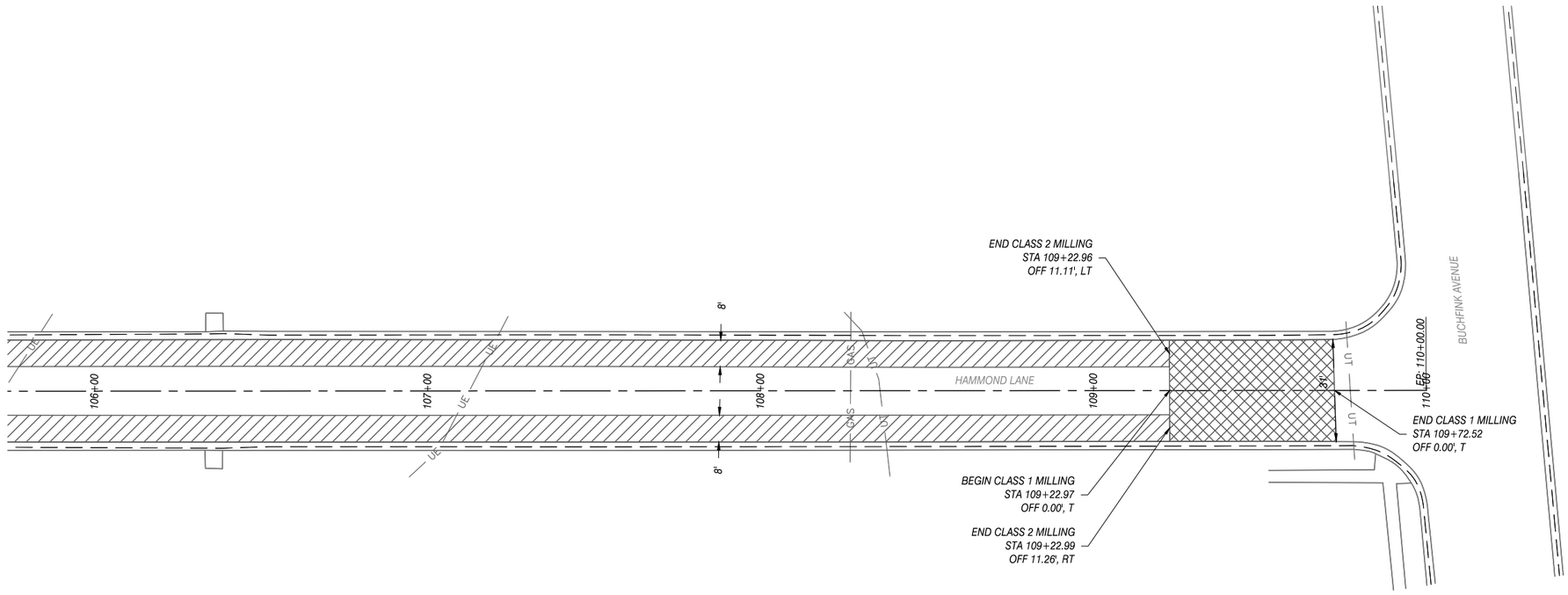
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 16 OF 24

RMV-11



REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

N

0 20 40

Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - HAMMOND
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

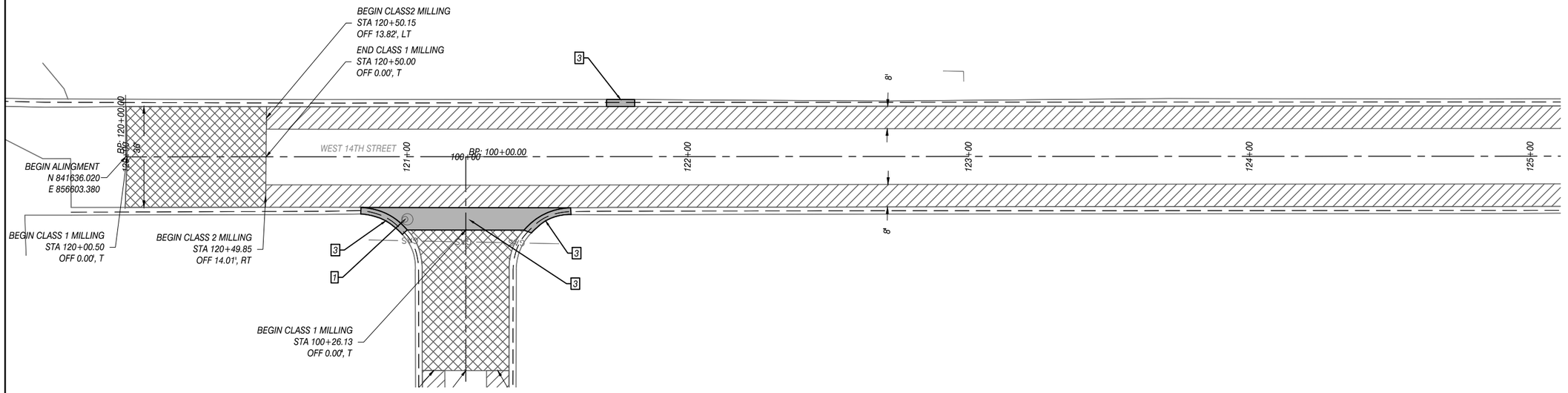
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

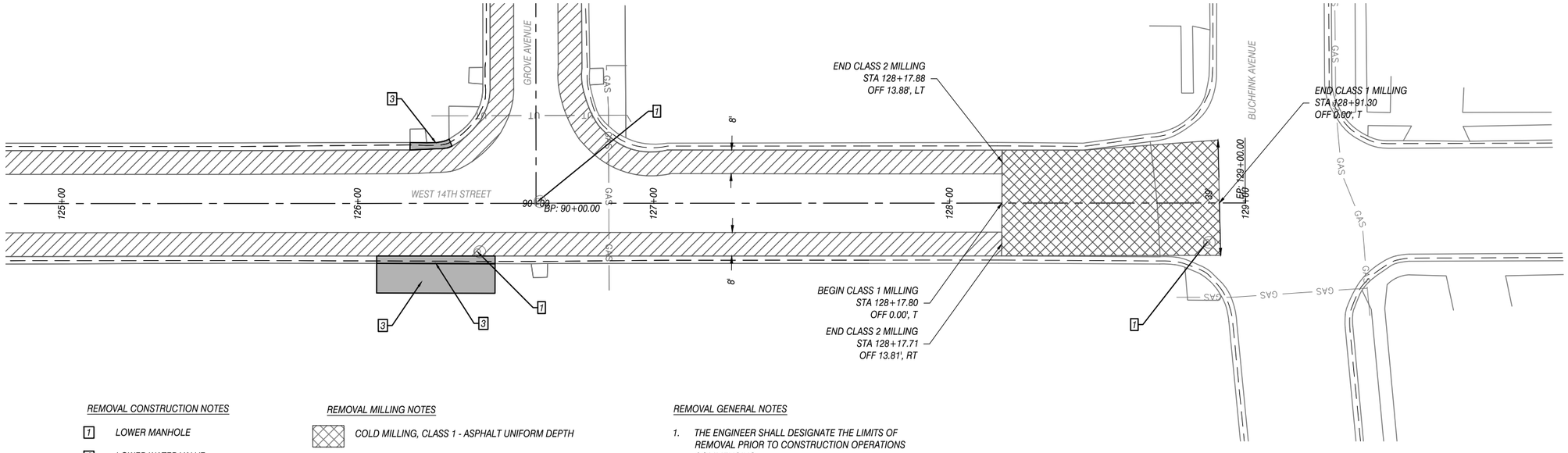
SEAL

DATE	REVISION

SHEET 17 OF 34

RMV-12





REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

N

0 20 40

Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - WEST 14TH CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

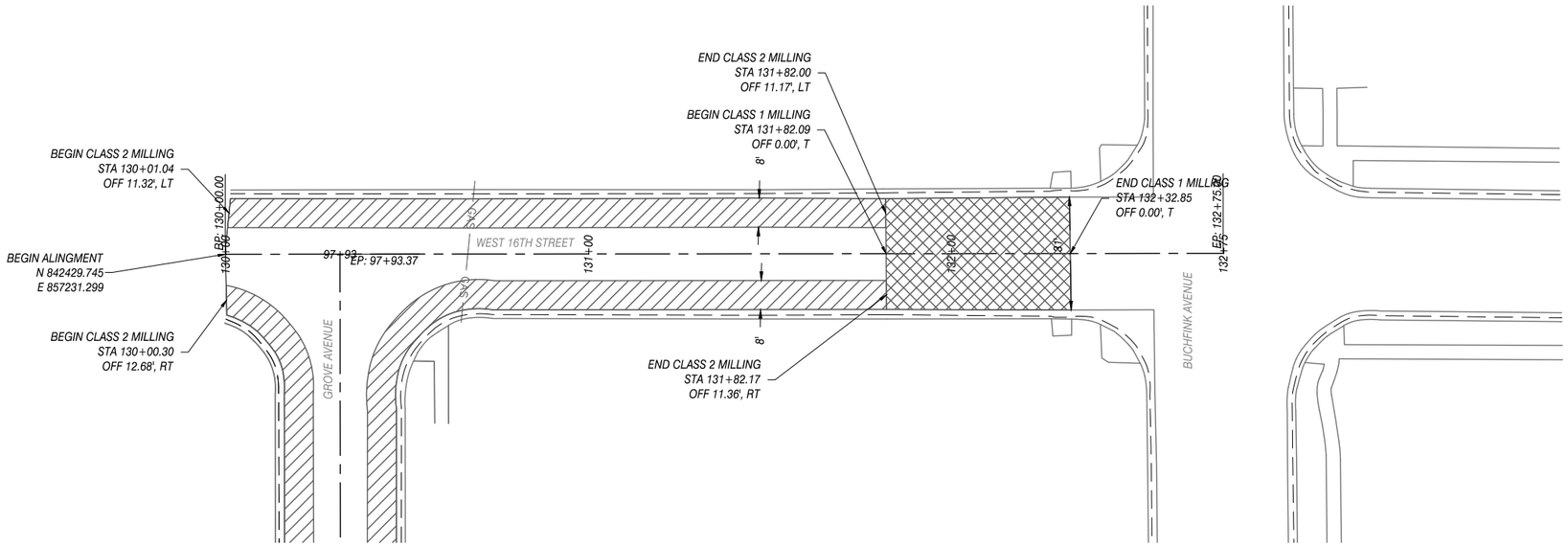
PROJECT NUMBER:	RM220336-00
PROJECT DATE:	APRIL 24, 2023
PROJECT MGR:	J.W.
PROJECT TEAM:	J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 18 OF 34

RMV-13



REMOVAL CONSTRUCTION NOTES

1. *LOWER MANHOLE*
2. *LOWER WATER VALVE*
3. *REMOVE PAVEMENT, CURB, WALK*

REMOVAL MILLING NOTES

- *COLD MILLING, CLASS 1 - ASPHALT UNIFORM DEPTH*
- *COLD MILLING, CLASS 2 - ASPHALT TAPER*
- *COLD MILLING, CLASS 3 - CONCRETE UNIFORM DEPTH*
- *COLD MILLING, CLASS 4 - CONCRETE TAPER*

REMOVAL GENERAL NOTES

1. *THE ENGINEER SHALL DESIGNATE THE LIMITS OF REMOVAL PRIOR TO CONSTRUCTION OPERATIONS COMMENCING.*
2. *ANY DAMAGE TO EXISTING PAVEMENT OR STRUCTURES THAT REMAIN IN PLACE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.*
3. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS.*

N

0 20 40

Scale in Feet

REMOVAL PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
REMOVAL PLAN - WEST 16TH
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

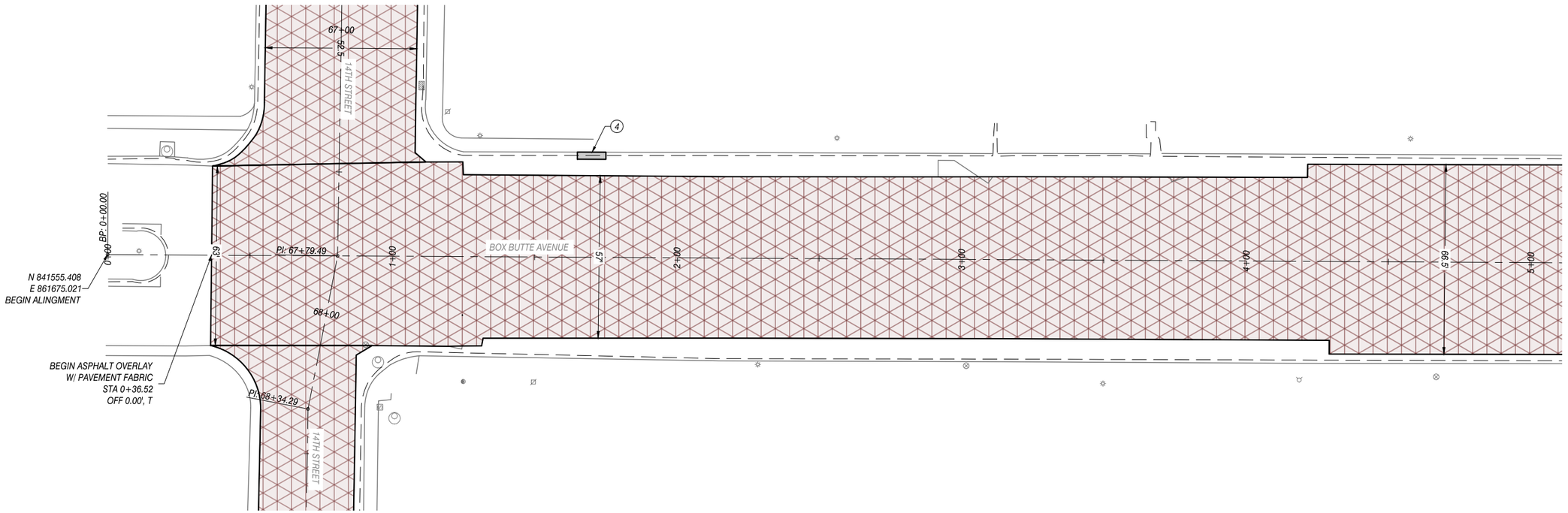
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

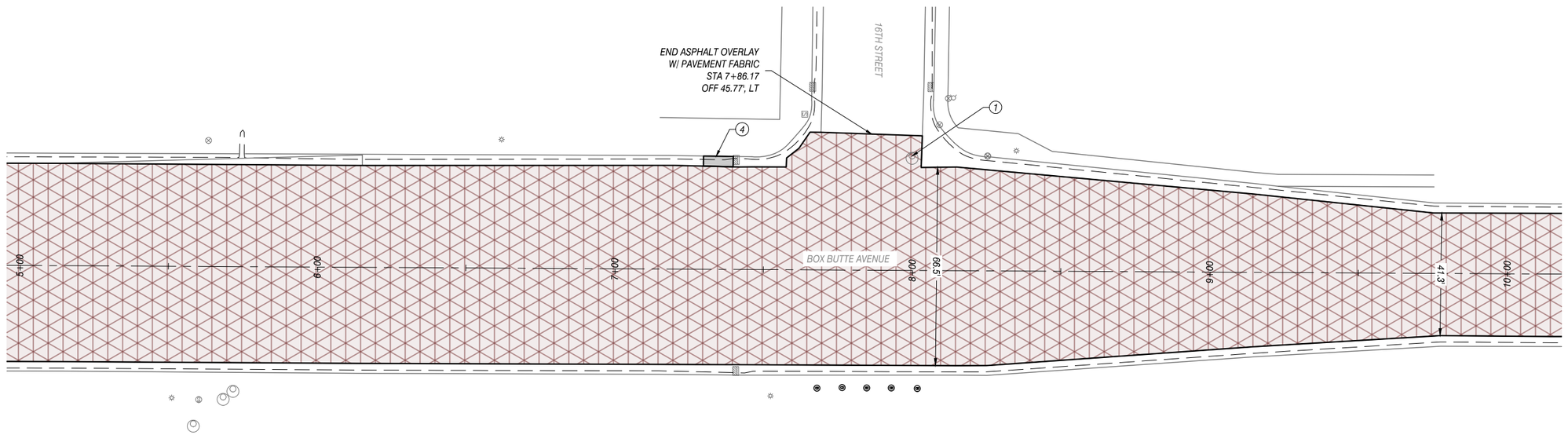
SEAL

DATE	REVISION

SHEET 19 OF 24

RMV-14





CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

0 20 40
Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - BOX BUTTE
CONSTRUCTION PLANS

CLIENT: CITY OF ALLIANCE, NE

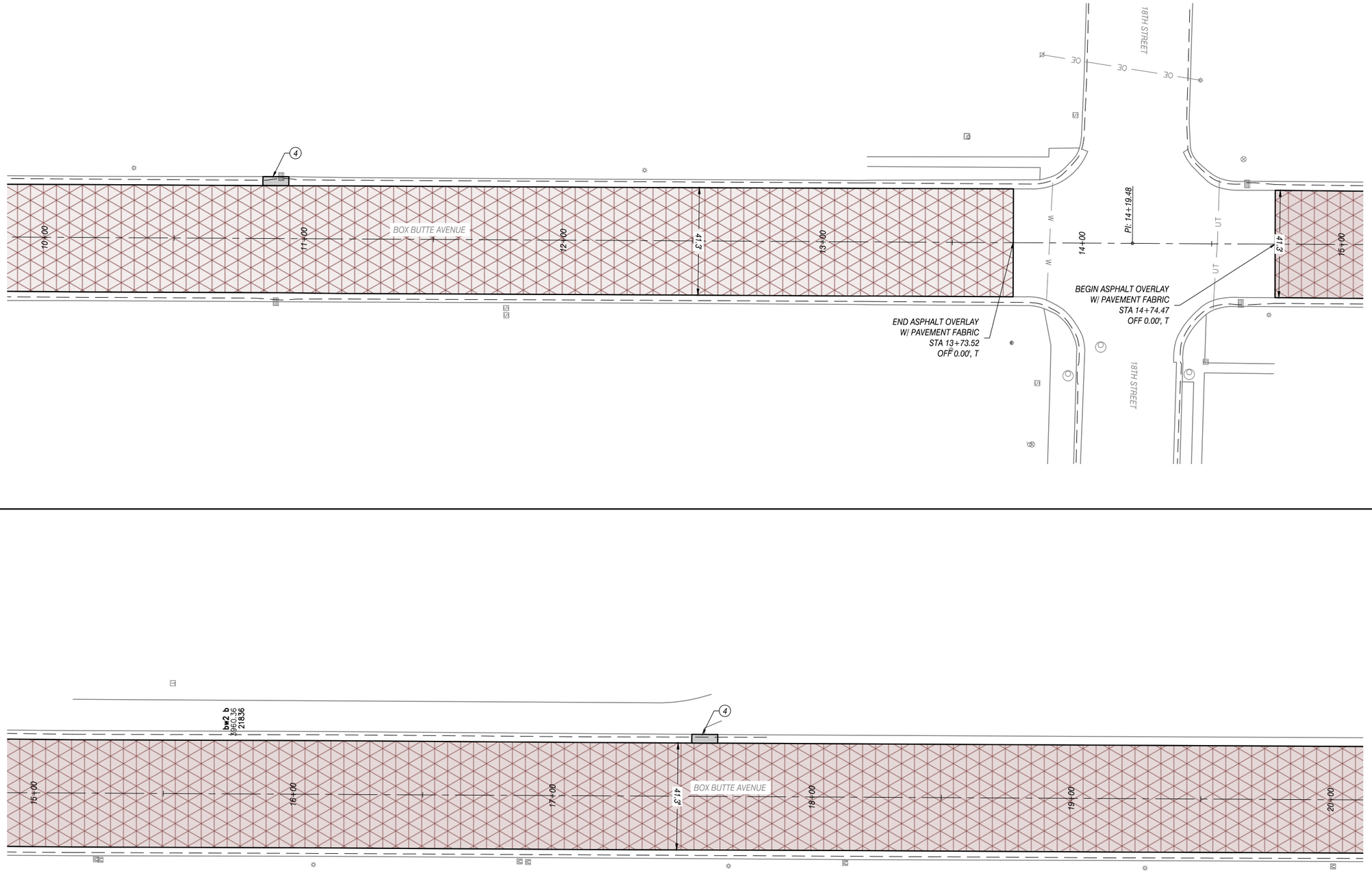
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 20 OF 34

PVG-1



CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

0 20 40
Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - BOX BUTTE
CONSTRUCTION PLANS

CLIENT: CITY OF ALLIANCE, NE

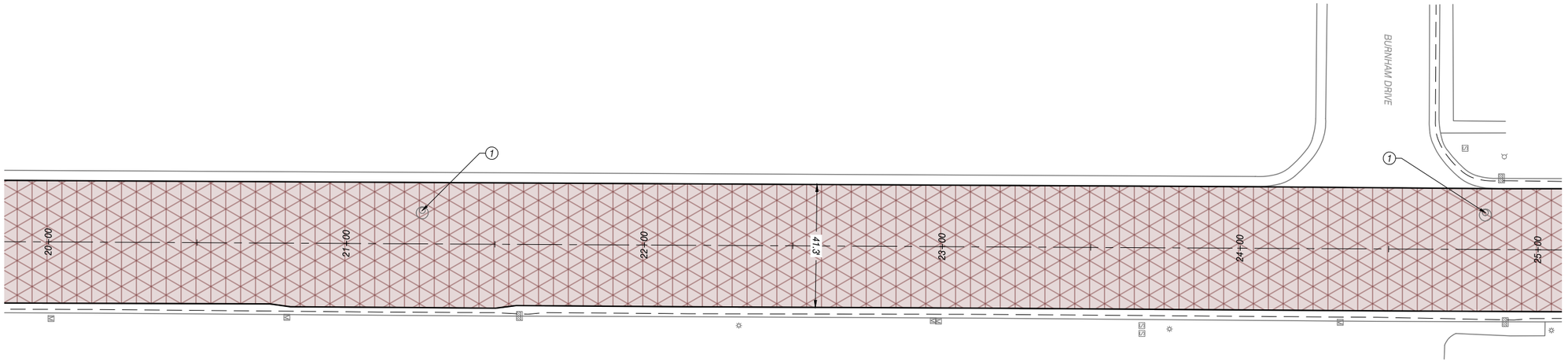
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

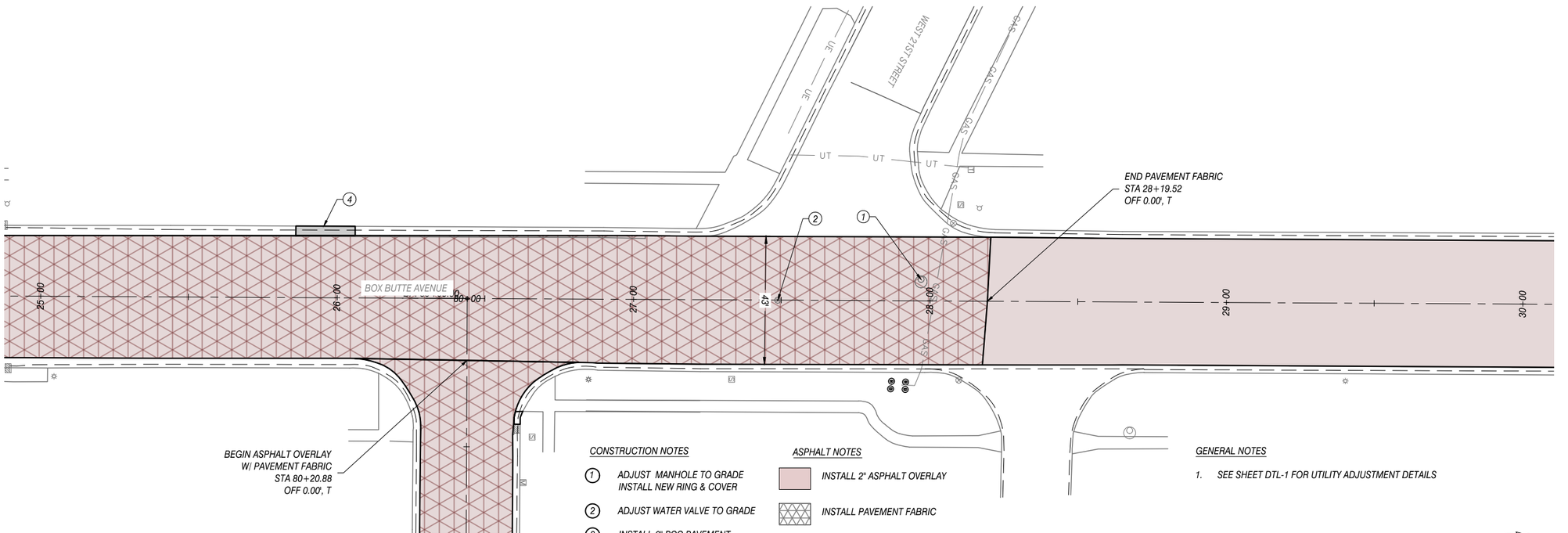
SEAL

DATE	REVISION

SHEET 21 OF 34

PVG-2





PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - BOX BUTTE
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

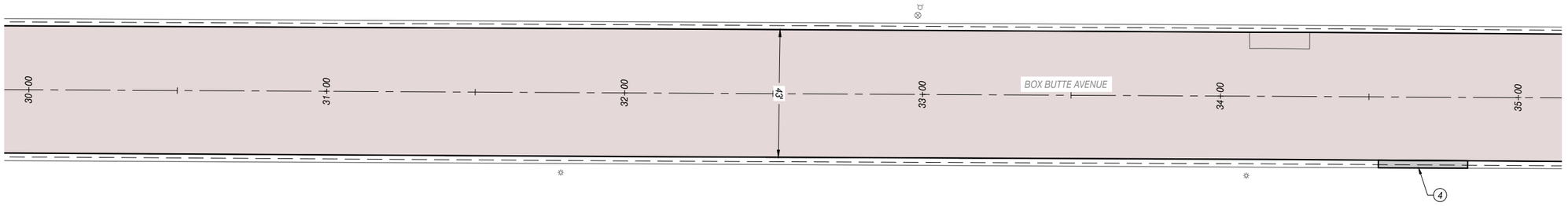
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

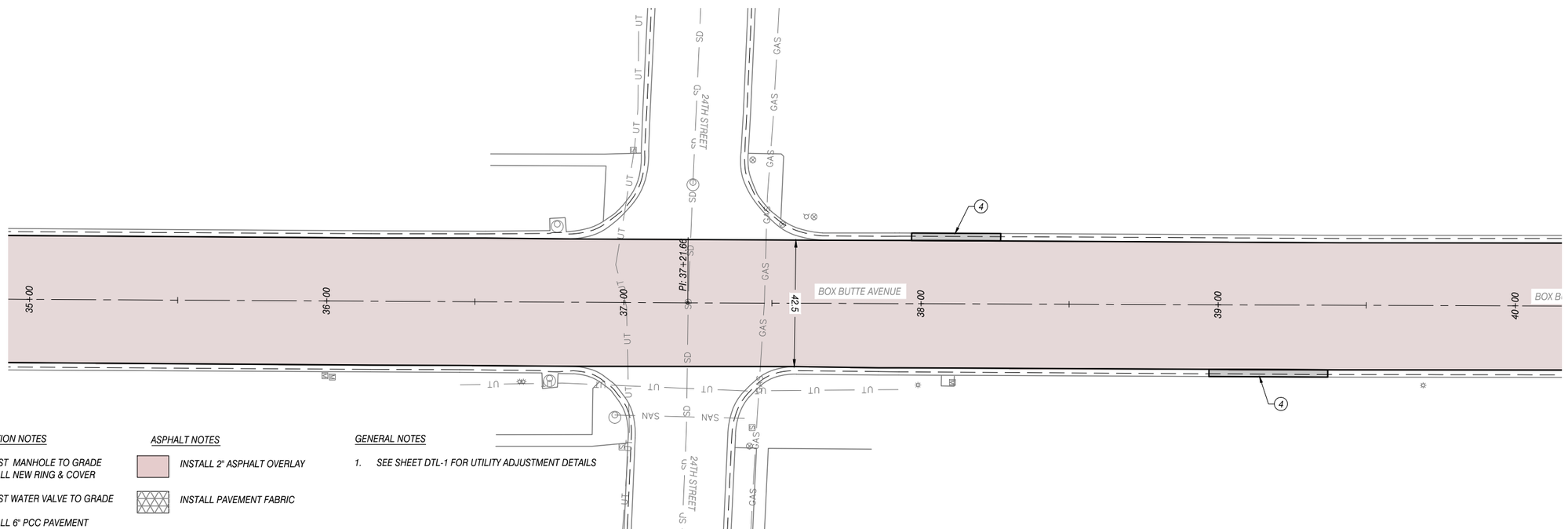
SEAL

DATE	REVISION

SHEET 22 OF 34

PVG-3





CONSTRUCTION NOTES

1. *ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER*
2. *ADJUST WATER VALVE TO GRADE*
3. *INSTALL 6" PCC PAVEMENT*
4. *INSTALL 30" PCC CURB & GUTTER*

ASPHALT NOTES

- *INSTALL 2" ASPHALT OVERLAY*
- *INSTALL PAVEMENT FABRIC*

GENERAL NOTES

1. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS*

0 20 40
Scale in Feet
PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - BOX BUTTE
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

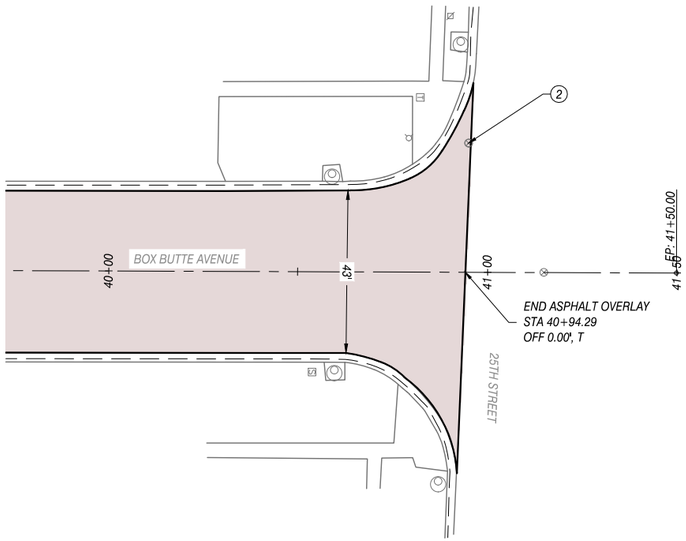
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 23 OF 34

PVG-4



CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

0 20 40
Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - BOX BUTTE
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

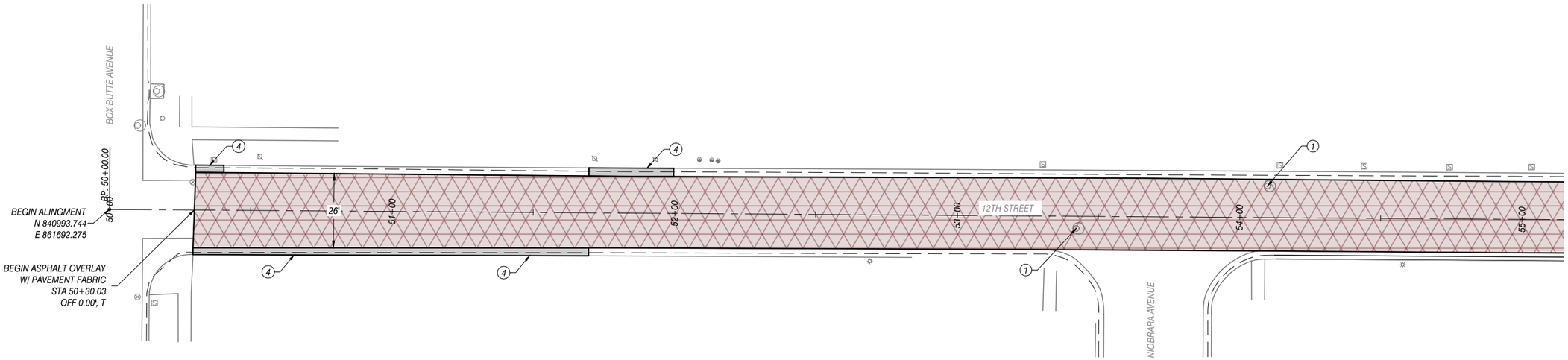
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

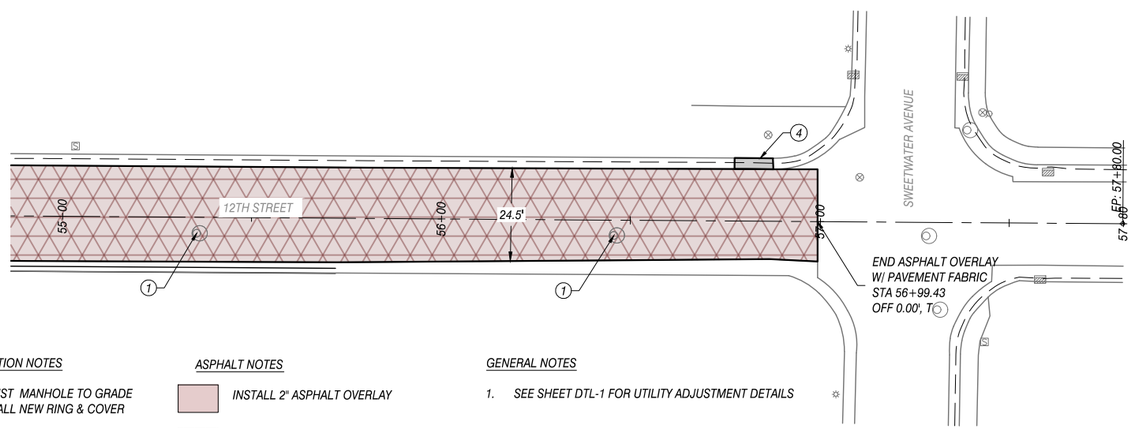
SEAL

DATE	REVISION

SHEET 24 OF 34

PVG-5





CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

N

0 20 40

Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - 12TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

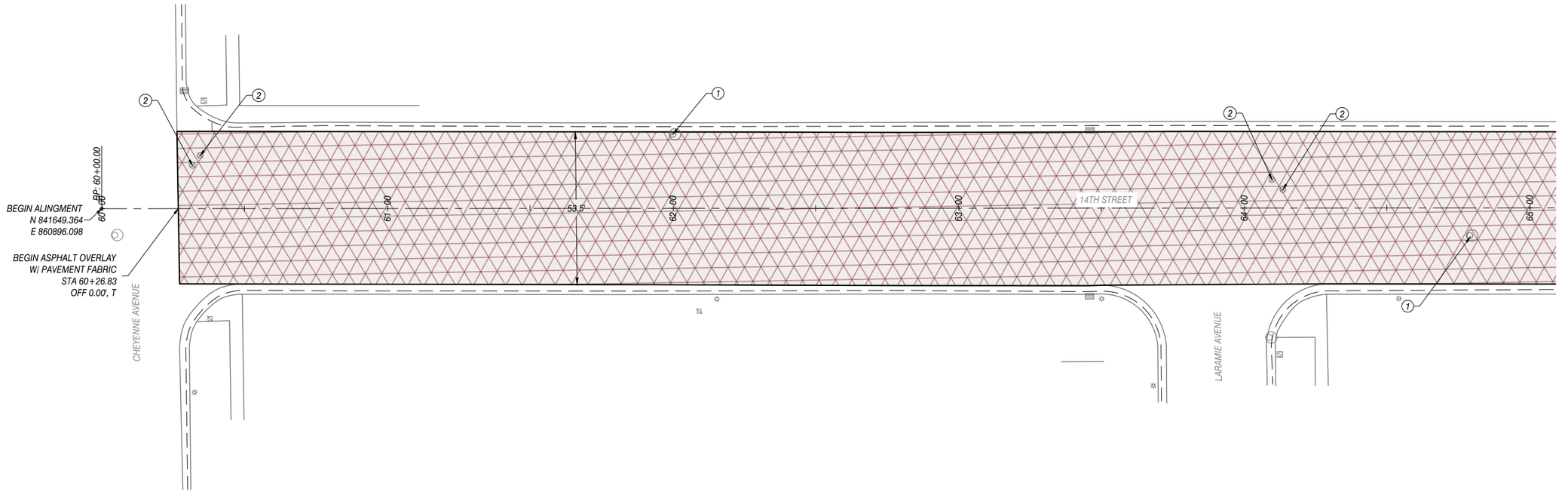
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

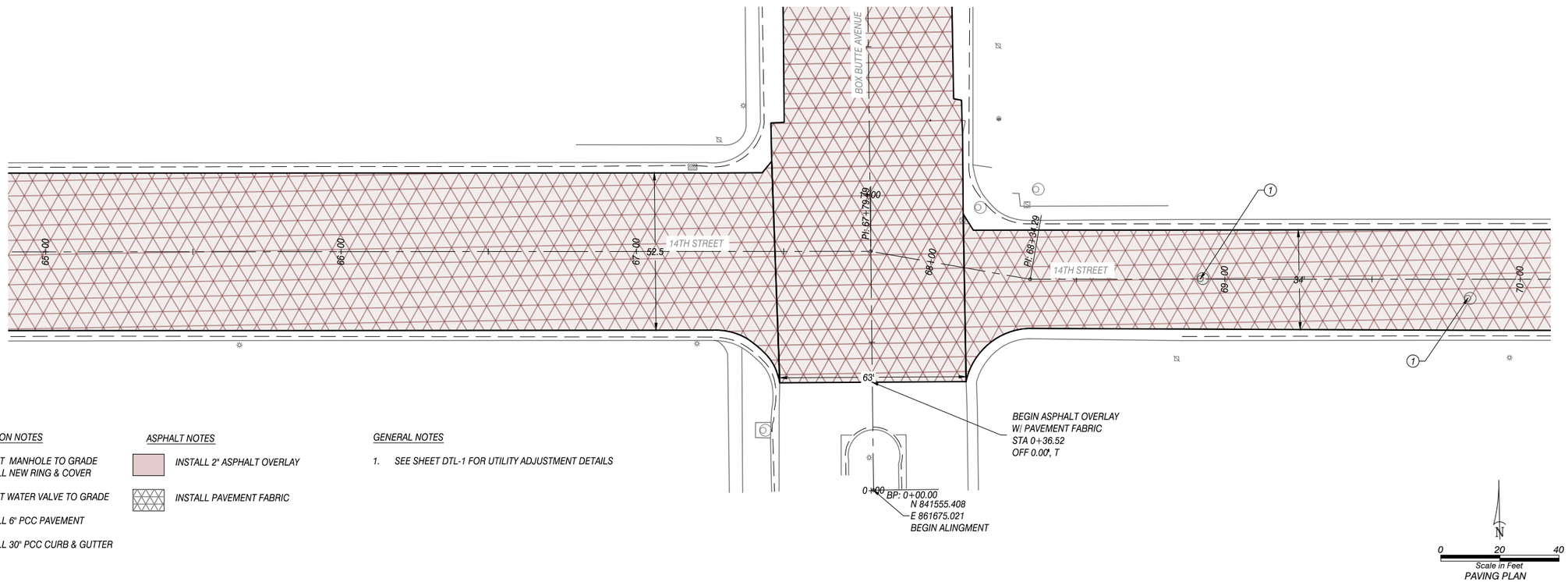
SEAL

DATE	REVISION

SHEET 25 OF 34

PVG-6





CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

N

0 20 40

Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - 14TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

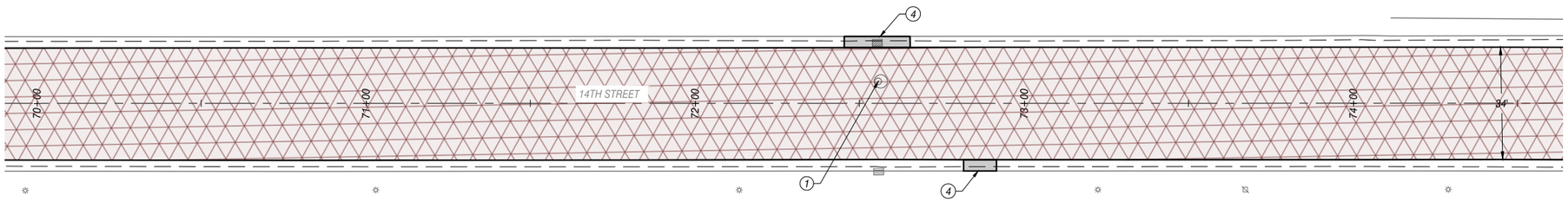
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

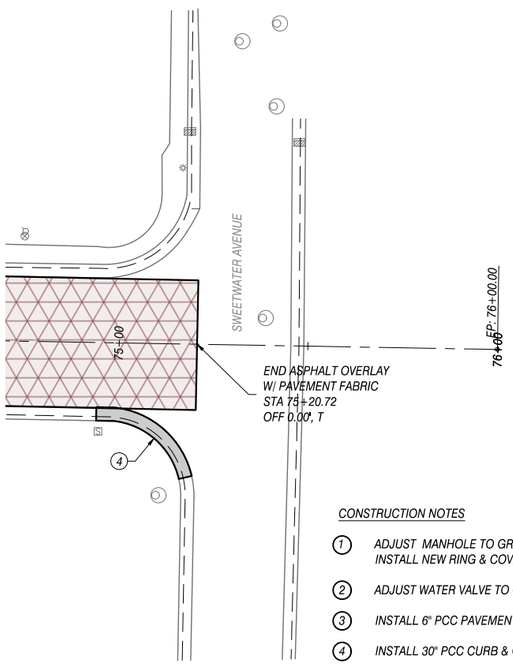
SEAL

DATE	REVISION

SHEET 26 OF 34

PVG-7





CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

N

0 20 40

Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - 14TH ST
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

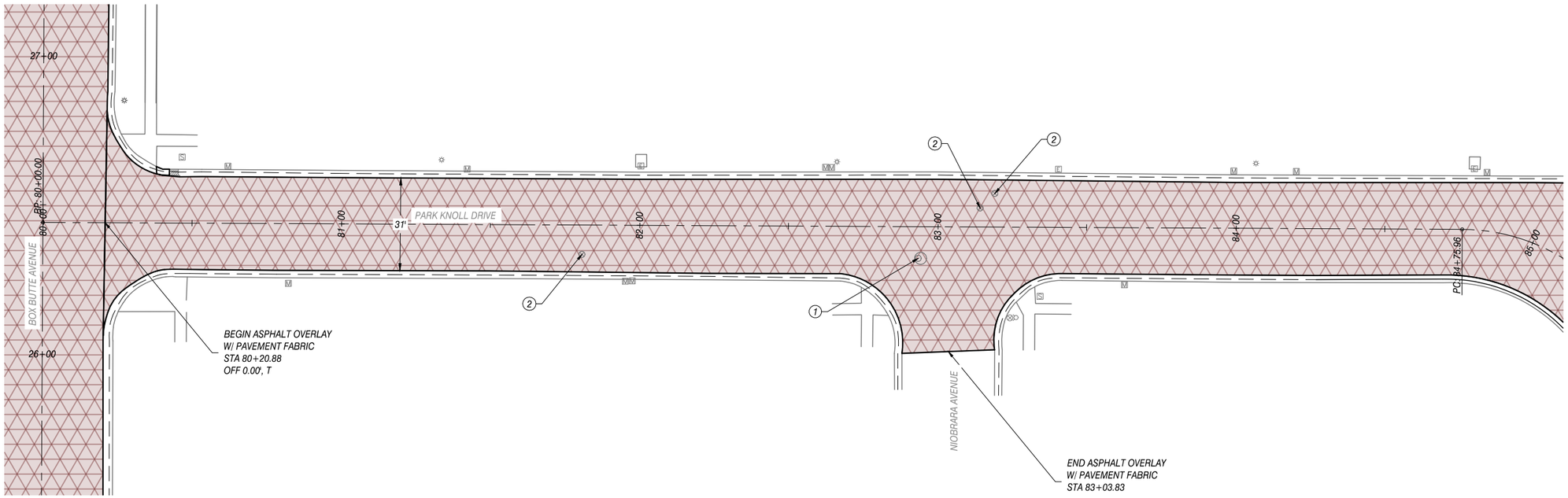
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

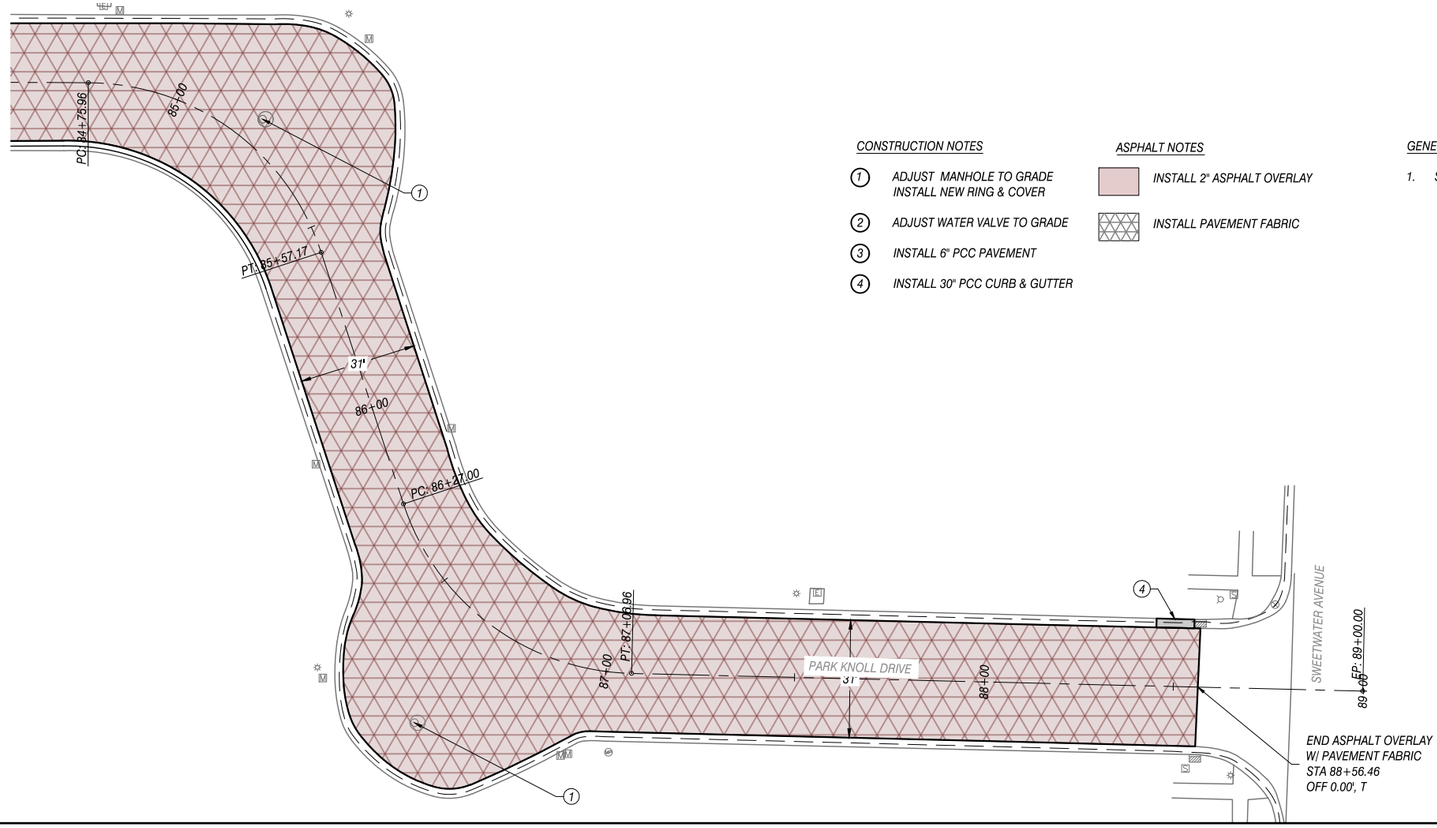
SEAL

DATE	REVISION

SHEET 27 OF 34

PVG-8





CONSTRUCTION NOTES

1. *ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER*
2. *ADJUST WATER VALVE TO GRADE*
3. *INSTALL 6" PCC PAVEMENT*
4. *INSTALL 30" PCC CURB & GUTTER*

ASPHALT NOTES

- *INSTALL 2" ASPHALT OVERLAY*
- *INSTALL PAVEMENT FABRIC*

GENERAL NOTES

1. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS*

N

0 20 40

Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - PARK KNOLL
CONSTRUCTION PLANS

CLIENT: CITY OF ALLIANCE, NE

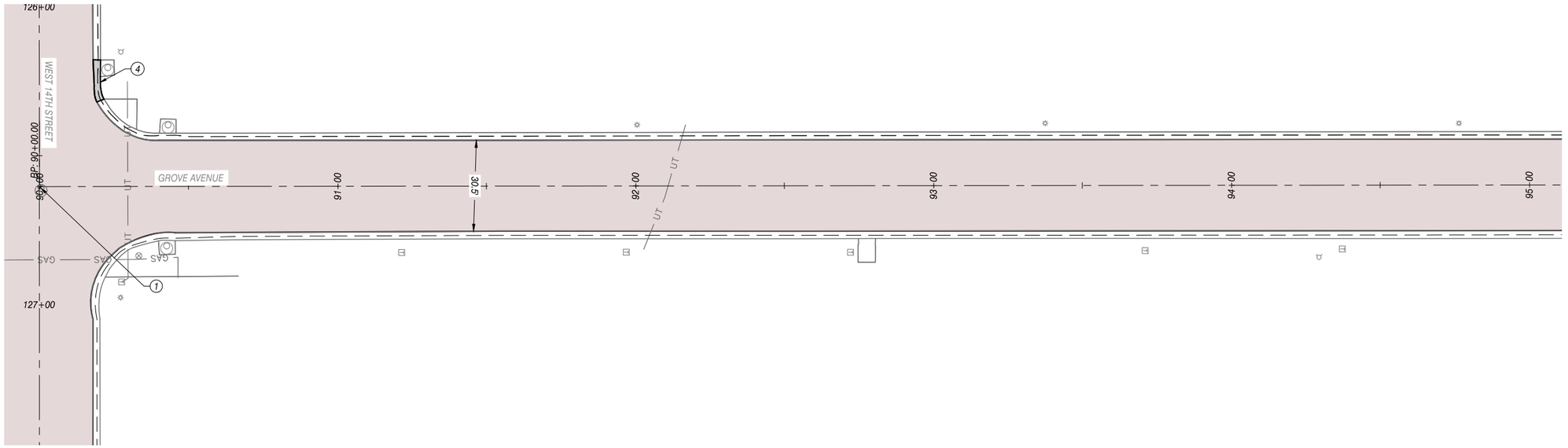
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

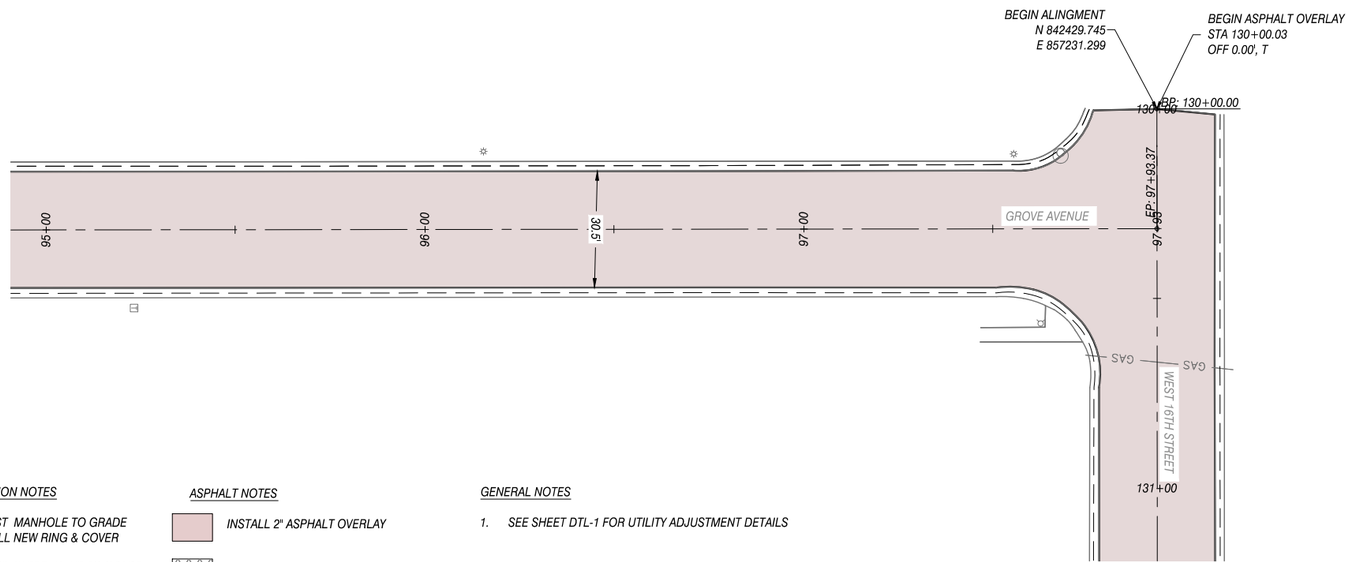
SEAL

DATE	REVISION

SHEET 28 OF 34

PVG-9





CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

0 20 40
Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - GROVE AVE
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

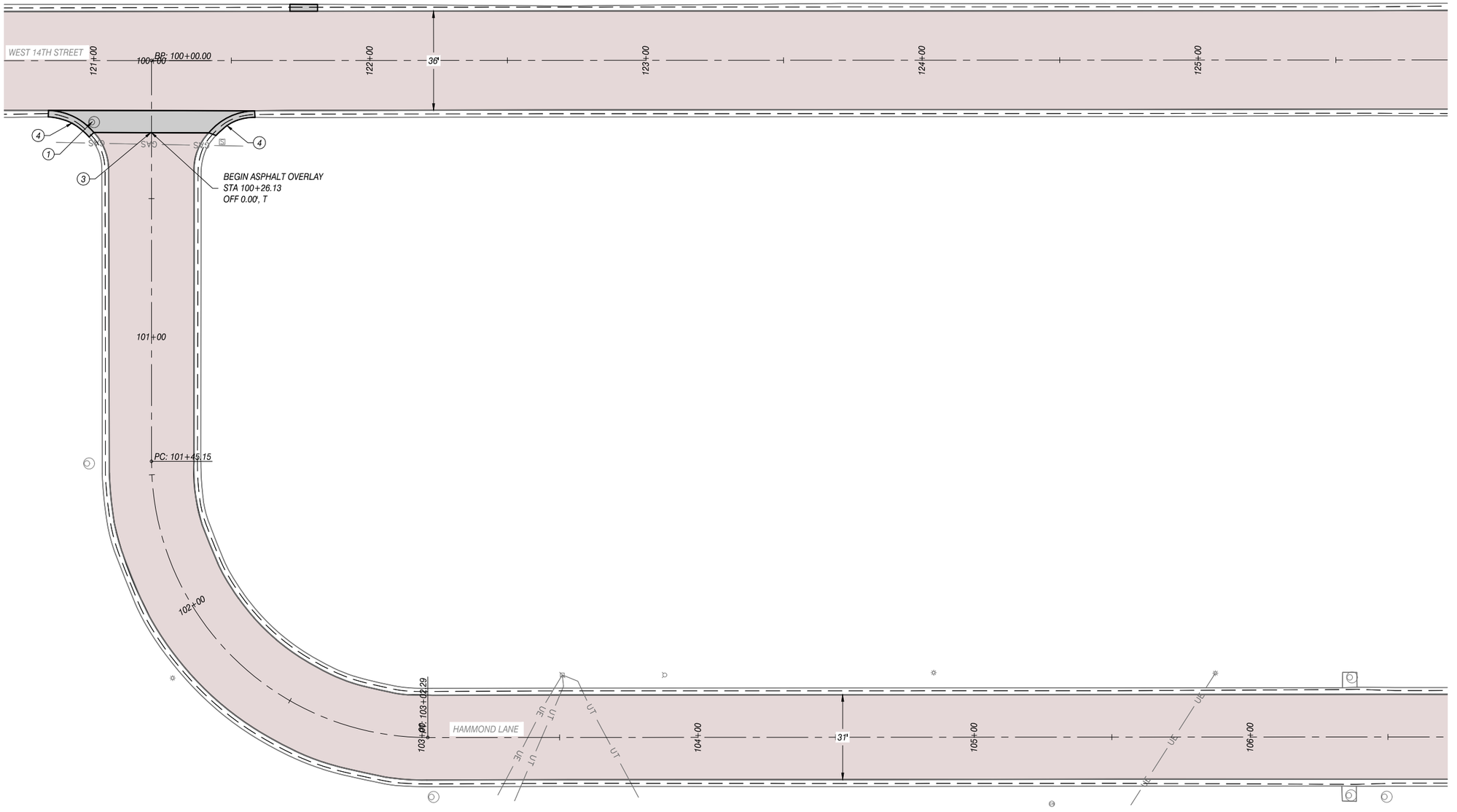
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 29 OF 34

PVG-10



CONSTRUCTION NOTES

1. *ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER*
2. *ADJUST WATER VALVE TO GRADE*
3. *INSTALL 6" PCC PAVEMENT*
4. *INSTALL 30" PCC CURB & GUTTER*

ASPHALT NOTES

- *INSTALL 2" ASPHALT OVERLAY*
- *INSTALL PAVEMENT FABRIC*

GENERAL NOTES

1. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS*

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - HAMMOND
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

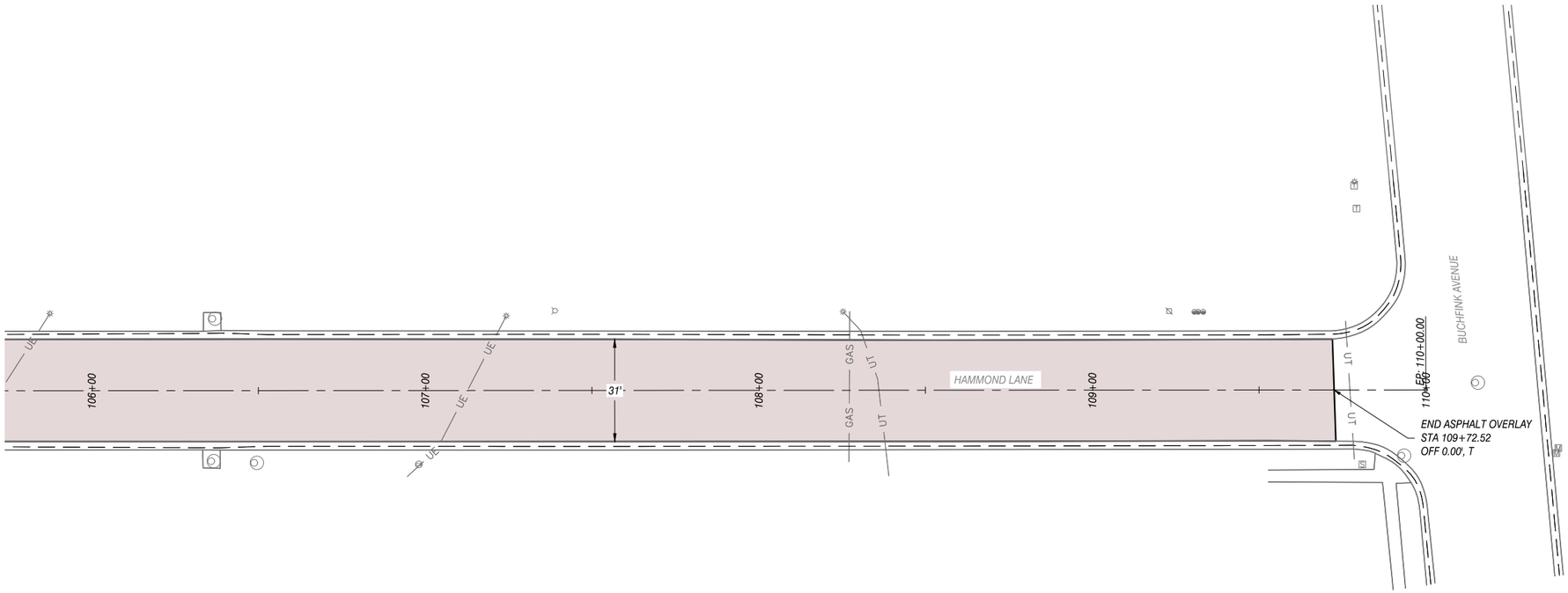
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 30 OF 34

PVG-11



CONSTRUCTION NOTES

1. *ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER*
2. *ADJUST WATER VALVE TO GRADE*
3. *INSTALL 6" PCC PAVEMENT*
4. *INSTALL 30" PCC CURB & GUTTER*

ASPHALT NOTES

- *INSTALL 2" ASPHALT OVERLAY*
- *INSTALL PAVEMENT FABRIC*

GENERAL NOTES

1. *SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS*

N

0 20 40

Scale in Feet

PAVING PLAN

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

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

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - HAMMOND
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

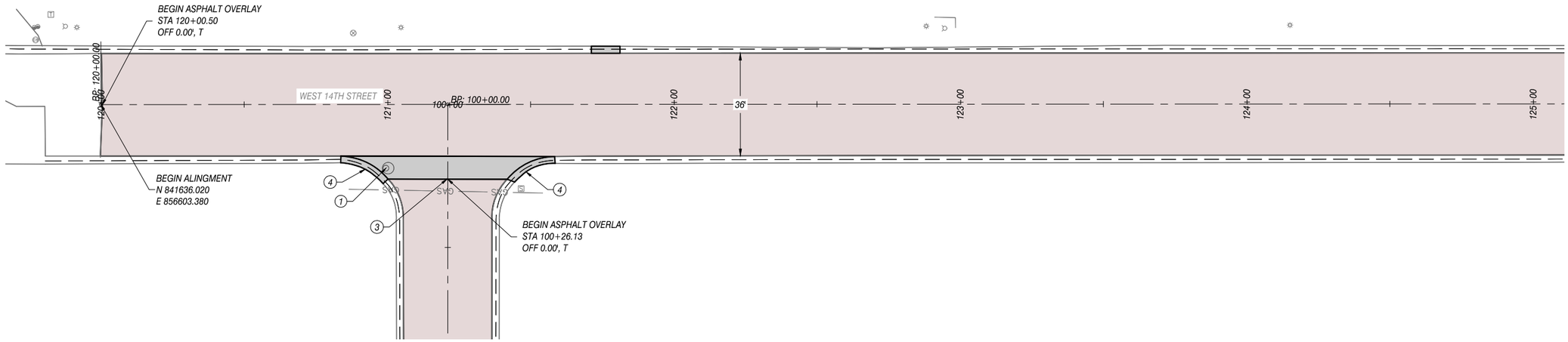
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

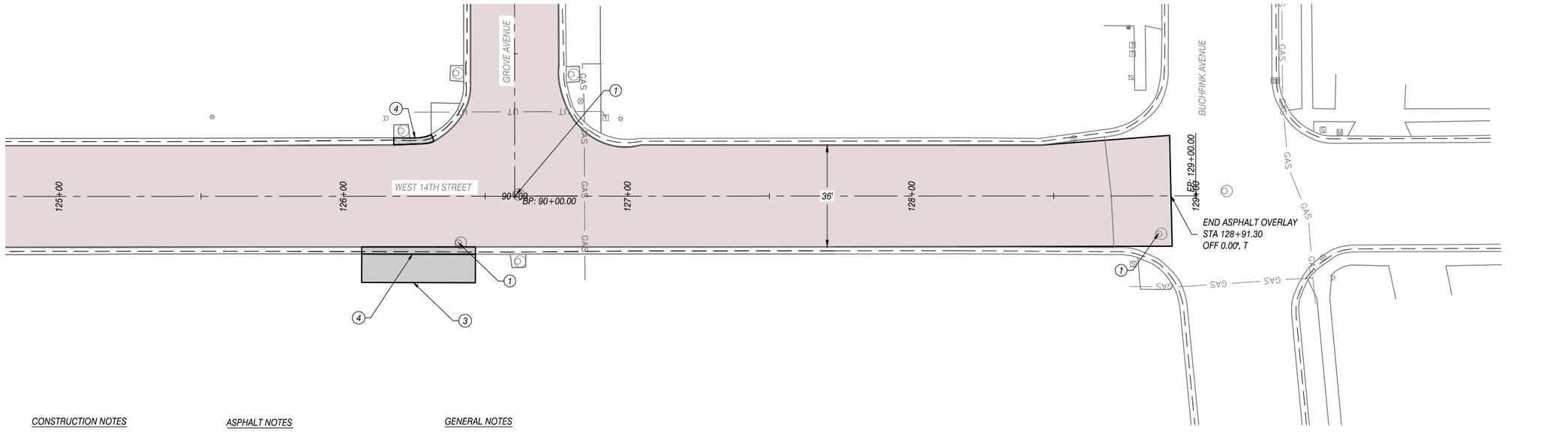
SEAL

DATE	REVISION

SHEET 31 OF 34

PVG-12





PAVING PLAN

CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - WEST 14TH
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

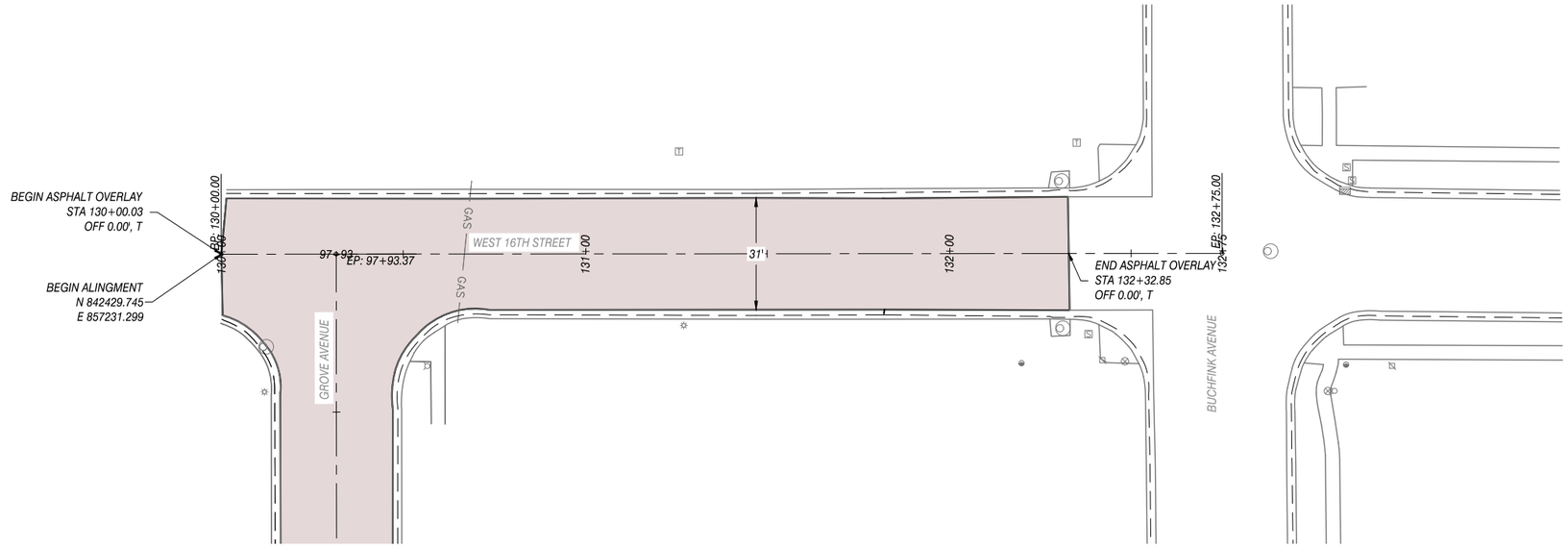
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 32 OF 34

PVG-13



CONSTRUCTION NOTES

1. ADJUST MANHOLE TO GRADE INSTALL NEW RING & COVER
2. ADJUST WATER VALVE TO GRADE
3. INSTALL 6" PCC PAVEMENT
4. INSTALL 30" PCC CURB & GUTTER

ASPHALT NOTES

- INSTALL 2" ASPHALT OVERLAY
- INSTALL PAVEMENT FABRIC

GENERAL NOTES

1. SEE SHEET DTL-1 FOR UTILITY ADJUSTMENT DETAILS

N

0 20 40

Scale in Feet

PAVING PLAN

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
PAVING PLAN - WEST 16TH
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

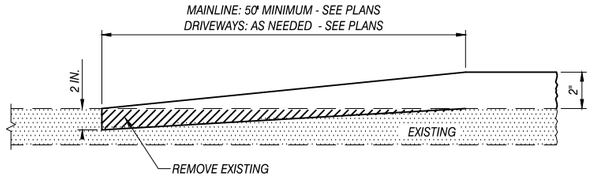
PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

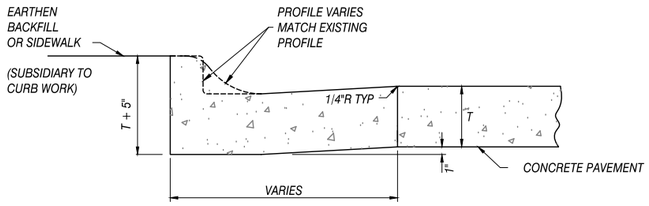
SHEET 33 OF 34

PVG-14



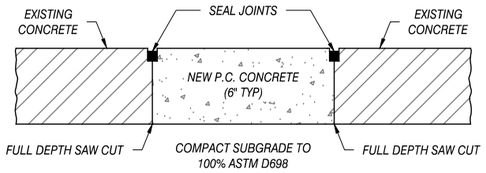
INLAY DETAIL
NOT TO SCALE

(CONSIDERED AS CLASS 1 MILLING FOR ASPHALT, CLASS 3 MILLING FOR CONCRETE)



CONCRETE CURB IN PUBLIC RIGHT OF WAY
NOT TO SCALE

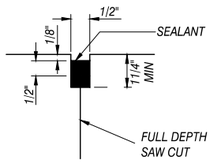
(CROSS SECTION OF CURB MAY VARY, CONTRACTOR SHALL MATCH EXISTING STYLE AND WIDTH)



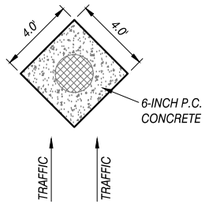
JOINT BETWEEN NEW & EXISTING PCC PAVEMENT
NOT TO SCALE

NOTES:

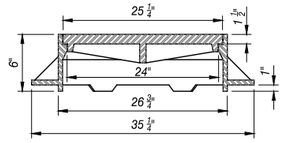
1. ALL CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH ITEM C-4000 OF THE SPECIFICATIONS.
2. THERE SHALL BE NO SEPARATE PAYMENT FOR COMPACTION OF THE SUBGRADE IT SHALL BE SUBSIDIARY TO THE REMOVAL ITEM.



PCC JOINT DETAIL
NOT TO SCALE



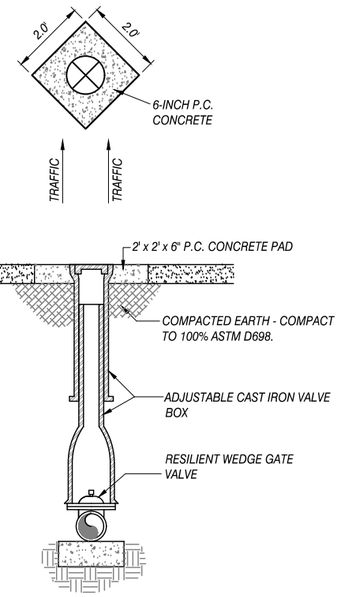
MANHOLE ADJUSTMENT DETAIL
NOT TO SCALE



MANHOLE RING/COVER DETAIL
NOT TO SCALE

MANHOLE ADJUSTMENT NOTES

1. THE CONTRACTOR SHALL REMOVE THE EXISTING RING/COVER PRIOR TO MILLING OPERATIONS BEGINNING.
2. THE CONTRACTOR SHALL INSTALL A TEMPORARY METAL COVER OVER THE ENTIRE MANHOLE OPENING CAPABLE OF SUPPORTING HD20 LOADING. WOOD COVERS SHALL NOT BE ALLOWED.
3. THERE SHALL BE NO SEPARATE PAYMENT FOR THE TEMPORARY COVER, IT SHALL BE SUBSIDIARY TO THE MANHOLE ADJUSTMENT ITEM.
4. THE TEMPORARY COVER SHALL BE SOLID AND DESIGNED TO SUPPORT HD-20 LOADING.
5. UPON COMPLETION OF THE ASPHALT PAVEMENT, THE CONTRACTOR SHALL INSTALL A NEW RING AND COVER. THE EXISTING RING AND COVER SHALL NOT BE USED AND IT SHALL BE SALVAGED TO THE OWNER.
6. THE OWNER OR PROJECT INSPECTOR SHALL INSPECT ALL SANITARY SEWER MANHOLES AFTER REMOVAL OF EXISTING RING/COVER AND AFTER INSTALLATION OF THE NEW RING/COVER. ANY DEBRIS LEFT IN THE SANITARY MANHOLE SHALL BE REMOVED IMMEDIATELY.
7. ALL CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH ITEM C-4000 OF THE SPECIFICATIONS. THERE SHALL BE NO SEPARATE PAYMENT FOR THE CONCRETE, IT SHALL BE SUBSIDIARY TO THE MANHOLE ADJUSTMENT ITEM.
8. ANY DAMAGE TO THE EXISTING MANHOLE, PAVEMENT, OR SEWER LINE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.



WATER VALVE BOX ADJUSTMENT DETAIL
NOT TO SCALE

WATER VALVE ADJUSTMENT NOTES

1. THE CONTRACTOR SHALL LOWER THE EXISTING WATER VALVE BOX PRIOR TO MILLING OPERATIONS BEGINNING.
2. UPON COMPLETION OF THE ASPHALT PAVEMENT, THE CONTRACTOR SHALL RAISE THE EXISTING WATER VALVE BOX TO GRADE.
3. THE OWNER OR PROJECT INSPECTOR SHALL INSPECT ALL WATER VALVE BOXES AFTER LOWERING THE VALVE AND AFTER RAISING THE VALVE TO GRADE. ANY DEBRIS LEFT IN THE VALVE BOX SHALL BE REMOVED IMMEDIATELY.
4. ALL CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH ITEM C-4000 OF THE SPECIFICATIONS. THERE SHALL BE NO SEPARATE PAYMENT FOR THE CONCRETE, IT SHALL BE SUBSIDIARY TO THE MANHOLE ADJUSTMENT ITEM.
5. ANY DAMAGE TO THE EXISTING VALVE BOX, PAVEMENT, OR WATER VALVE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ◆ PLANNERS ◆ DESIGNERS ◆ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: ALLIANCE 2023 PAVEMENT REHABILITATION PROJECT
DETAILS
CONSTRUCTION PLAN

CLIENT: CITY OF ALLIANCE, NE

PROJECT NUMBER: RM220336-00
PROJECT DATE: APRIL 24, 2023
PROJECT MGR: J.W.
PROJECT TEAM: J.W./M.O./D.S.

SEAL

DATE	REVISION

SHEET 34 OF 34

DTL - 1

Narrative
June 20, 2023

RESOLUTION – PURCHASE OF LAND AT THE SOUTHWEST CORNER OF E. KANSAS STREET AND HOMESTEAD A VENUE

Beginning in the Summer of 2022, the City of Alliance began having conversations around the possibility of establishing a WNCC campus in Alliance for teaching various building trades. In those conversations, multiple sites were presented to WNCC to see if a site could be established for both a trades building and a CDL driving school. The preference of WNCC was at that time to focus the CDL school in Scottsbluff and to have the proposed trades building located adjacent to the existing Powerline Construction & Maintenance Technology Training Center. City staff approached the owner of the property to discuss the purchase of the property at which time the proposal was presented to the City Council.

A commercial property appraisal was obtained for the property and is attached for your reference. The appraised value was returned as a range of $18,500 to $25,500. The City Council authorized the City Manager to continue with negotiations with various pricing, funding, and timing scenarios. Ultimately the property owner agreed to sell the property for the amount of $35,000 plus the City covering closing costs.

As part of the FY 2022-2023 Budget, the City Council appropriated funds in the amount of $1,300,000 for the purpose of purchasing land and constructing a building for this program and leasing it back to WNCC, similar to the arrangement in place for the Lineman School. Please note that the terms of the lease related to the Trades Building have not been finalized.

Narrative
June 20, 2023

While this price is a premium over and above the appraisal value, the location is also considered to be the premium location by WNCC due to its adjancency to the existing campus and the ability to achieve synergies between the two programs. It is the recommendation of the City Manager to accept the proposed purchase price of $35,000 plus closing costs for the purchase of approximately 1.4 acres located at the southwest corner of E. Kansas Street and Homestead Avenue, otherwise identified as PID 070027269 or Lot 3, Resubdivision of Block 1, Homestead Addition to the City of Alliance.

RECOMMENDATION: APPROVE THE PURCHASE OF LAND KNOWN AS LOT 3, RESUBDIVISION OF BLOCK 1, HOMESTEAD ADDITION FROM EDWARD SALAZAR IN THE AMOUNT OF $35,000 PLUS CLOSING COSTS FOR THE PURPOSE OF ESTABLISHING A BUILDING TRADES CAMPUS ON BEHALF OF WESTERN NEBRASKA COMMUNITY COLLEGE; AUTHORIZING THE MAYOR AND CITY STAFF TO EXECUTE ALL DOCUMENTS AND TRANSFER OF FUNDS ASSOCIATED WITH THE PURCHASE THEREOF

RESOLUTION NO. 23-51

WHEREAS, The City of Alliance owns various properties throughout the community; and

WHEREAS, The City desires to purchase property to further develop a WNCC campus for Alliance; and

WHEREAS, The City Council has authorized staff to negotiate a Purchase Agreement with Edward Salazar for Lot 3, Resubdivision of Lot 1, Homestead Addition City of Alliance, Box Butte County, Nebraska, also identified with tax Parcel ID 070027269; and

WHEREAS, City of Alliance staff and Edward Salazar have agreed on a Purchase Agreement for the conveyance of Lot 3, Resubdivision of Lot 1, Homestead Addition City of Alliance, Box Butte County, Nebraska in the amount of Thirty-Five Thousand Dollars and no/100ths ($35,000.00) plus closing costs; and

WHEREAS, The City Council believes the purchase of Lot 3, Resubdivision of Lot 1, Homestead Addition City of Alliance, Box Butte County, Nebraska in the amount of Thirty-Five Thousand Dollars and no/100ths ($35,000.00) plus closing costs will give the opportunity to expand the Alliance WNCC campus.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Alliance, Nebraska approves the Real Estate Purchase Agreement in the amount of Thirty-Five Thousand Dollars and no/100ths ($35,000.00) plus closing costs with Edward Salazar for the purchase of Lot 3, Resubdivision of Lot 1, Homestead Addition City of Alliance, Box Butte County, Nebraska.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Real Estate Purchase Agreement all of the associated documents related to closing.

PASSED AND APPROVED this 20th day of June, 2023.

_____
Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

_____
Simmons Olsen Law Office, Legal Counsel

APPRAISAL OF

LOCATED AT:

Lot 3 Resub Of Blk 1 Homestead Addition
Alliance, NE 69301

CLIENT:

City of Alliance
324 Laramie Ave
Alliance, NE, 69301

AS OF:

April 20, 2023

BY:

Chad Wilcox
Apex Appraisal of Nebraska

April 20, 2023

City of Alliance
324 Laramie Ave
Alliance, NE, 69301

File Number: Homestead Land

In accordance with your request, I have appraised the real property at:

Lot 3 Resub Of Blk 1 Homestead Addition
Alliance, NE 69301

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the defined value of the property as of April 20, 2023 is:

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Chad Wilcox
Apex Appraisal of Nebraska
Alliance, NE 69301

Restricted-Use

Land Appraisal Report

City of Alliance
File No. Homestead Land

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User City of Alliance E-mail
Client Address 324 Laramie Ave City Alliance State NE Zip 69301
Additional Intended User(s) No additional Intended users.
Intended Use The intended use is to determine fair market value of the vacant land.

SUBJECT

Property Address Lot 3 Resub Of Blk 1 Homestead Addition City Alliance State NE Zip 69301
Owner of Public Record Edward Salazar County Box Butte
Legal Description Lot 3 Resub Of Blk 1 Homestead Addition
Assessor's Parcel # 070027269 Tax Year 2022 R.E. Taxes $ 225.00
Neighborhood Name Homestead Addition Map Reference 1365-10335-001-0003 Census Tract 9511
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Prior Sale/Transfer: Date 01/29/2018 Price $13,000 Source(s) Register of Deeds Office
Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) The subject has not transferred in the prior three years. The subject was purchased in a Sheriff sale on 1/29/2018 for $13,000.

Offerings, options and contracts as of the effective date of the appraisal The appraiser is not aware of any offerings, options, or contracts.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	5 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[X] Shortage	[ ] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	10 Low	10	Multi-Family	%
								150 High	150	Commercial	95 %
								20 Pred.	80	Other	%

Neighborhood Boundaries North is 31st Terrace; East is CR 58; South is Wayne Road; West is CR 62.
Neighborhood Description The subject is located southeast of Alliance. The neighborhood consists of commercial buildings, apartment buildings, an electrical trade school college, and some single family residential homes.

Market Conditions (including support for the above conclusions) The market area is strong with properties for sale in the urban and rural areas. Properties are selling within 30 days if they are not priced outside of the market.

SITE

Dimensions 61884 sf Area 61884 sf Shape Rect View Commercial
Specific Zoning Classification R-3 Zoning Description Multi-Family Residential
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Highest and best use of the subject property The appraisers opinion of the Highest and Best Use would be Commercial.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone A FEMA Map # 3100110015A FEMA Map Date 07/16/1987
Site Comments The subject has utilities/infrastructure available.

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 3 Resub of Blk 1 Homestead Alliance, NE 69301	1706 Alliance St Alliance, NE 69301		1858 Alliance St Alliance, NE 69301		1838 Alliance St Alliance, NE 69301	
Proximity to subject		0.07 miles SW		0.12 miles SE		0.10 miles SE	
Sales Price	$		$ 5,000		$ 9,000		$ 8,000
Price $ /	N/A		$.30 sf		$.25 sf		$.30 sf
Data Source	Inspection	Register of Deeds Office		Register of Deeds Office		Register of Deeds Office	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		07/2014		04/2014		07/2012	
Location	Suburban	Suburban		Suburban		Suburban	
Site/View	61884 sf	16635 sf	13,500	36634 sf	6,500	27051 sf	10,500
Building	None	None		None		None	
Sales or Financing Concessions		[X] + [ ] -	$ 13,500	[X] + [ ] -	$ 6,500	[X] + [ ] -	$ 10,500
Net Adj. (Total)		Net Adj %		Net Adj %		Net Adj %	
Indicated Value of Subject		Gross Adj %	$ 18,500	Gross Adj %	$ 15,500	Gross Adj %	$ 18,500

Summary of Sales Comparrison Approach Comparable sales of vacant land from the immediate area of the subject were used in the report. Comparable 9 is located east of Alliance and was included in the report to show the upper end of vacant land sales. Less weight is given to Comparable 9. Comparables 6-8 had structures on them at the time of purchase. For this report, the structures were extracted from the sales price which leaves the land value only. Less weight is given to the comparables 6-8. The price per square foot and acreage value in the grid above is from the sale dates above. The Opinion of Value is in a range below explained below.

RECONCILIATION

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report as of April 20, 2023, which is the effective date of this appraisal, is:
[ ] Single point $ _____ [X] Range $ 18,500 to $ 25,500 [ ] Greater than [ ] Less than $ _____
This appraisal is made [X] "as is," [ ] subject to the following: The Opinion of Value for the subject will be a range of $18,500 to $25,500. This is using $.30 per square foot for the bottom end of the range and $.41 per square foot for the top of the range. A time adjustment was not made to the Comparables due to the lack of evidence in the market. There is no evidence the comparables have increased in value.

This form Copyright © 2005-2016 ACI, a First American Company. All Rights Reserved.
(gPAR™) General Purpose Appraisal Report 09/2016
GPARLAND_1609232016

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	Lot 3 Resub of Blk 1 Homestead Alliance, NE 69301	Lot 5 Blk 2 Homestead ADD Alliance, NE 69301		Lot 3 Blk 2 Homestead ADD Alliance, NE 69301		1501 E Kansas St Alliance, NE 69301	
Proximity to subject		0.16 miles SE		0.16 miles SE		0.27 miles NW	
Sales Price	$		$ 9,000		$ 10,000		$ 95,000
Price $/	N/A		$.26 sf		$.41 sf		$7600ac
Data Source	Inspection	Register of Deeds Office		Register of Deeds Office		Register of Deeds Office	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		07/2014		08/2012		01/2016	
Location	Suburban	Suburban		Suburban		Suburban	
Site/View	61884 sf	34282 sf	7,000	24219 sf	15,500	12.5 Acres	-84,500
Building	None	None		None		Yes	
Sales or Financing Concessions							
Net Adj. (Total)		[X] + [ ] -	$ 7,000	[X] + [ ] -	$ 15,500	[ ] + [X] -	$ 84,500
Indicated Value of Subject		Net Adj. % Gross Adj. %	$ 16,000	Net Adj. % Gross Adj. %	$ 25,500	Net Adj. % Gross Adj. %	$ 10,500

Summary of Sales Comparrison Approach

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	Lot 3 Resub of Blk 1 Homestead Alliance, NE 69301	1818 Alliance St Alliance, NE 69301		1808 Alliance St Alliance, NE 69301		5600 Perkins Rd Alliance, NE 69301	
Proximity to subject		0.20 miles SE		0.05 miles SE		2.16 miles NE	
Sales Price	$		$ 25,000		$ 16,000		$ 116,438
Price $/	N/A		$1.04 sf		$.57 sf		$11,239 ac
Data Source	Inspection	Register of Deeds Office		Register of Deeds Office		Register of Deeds Office	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		09/2010		01/2009		03/2021	
Location	Suburban	Suburban		Suburban		Suburban	
Site/View	61884 sf	23958 sf	39,500	27922 sf	19,500	10.36 Acres	-100,700
Building	None	Yes		Yes		None	
Sales or Financing Concessions							
Net Adj. (Total)		[X] + [ ] -	$ 39,500	[X] + [ ] -	$ 19,500	[ ] + [X] -	$ 100,700
Indicated Value of Subject		Net Adj. % Gross Adj. %	$ 64,500	Net Adj. % Gross Adj. %	$ 35,500	Net Adj. % Gross Adj. %	$ 15,738

Summary of Sales Comparrison Approach

This form Copyright © 2005-2016 ACI, a First American Company. All Rights Reserved
(gPAR™) General Purpose Appraisal Report 09/2016
GPARLAND_16.09232016

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

The Appraiser, Chad Wilcox, has not performed any services for the subject in the prior three years.

This form Copyright © 2005-2016 ACI, a First American Company. All Rights Reserved
(gPAR™) General Purpose Appraisal Report 09/2016
GPARLAND 16.09232016

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

The appraiser, Chad Wilcox, has not performed any services for the subject in the prior three years.

Additional Certifications:

Definition of Value: [X] Market Value [ ] Other Value: _____
Source of Definition: USPAP

ADDRESS OF THE PROPERTY APPRAISED:
Lot 3 Resub Of Blk 1 Homestead Addition
Alliance, NE 69301
EFFECTIVE DATE OF THE APPRAISAL: April 20, 2023
APPRAISED VALUE OF THE SUBJECT PROPERTY $ _____

APPRAISER

Signature: Chad Wilcox
Name: Chad Wilcox
Company Name: Apex Appraisal of Nebraska
Company Address: P.O. Box 433
Alliance, NE 69301
Telephone Number: 308-760-6133
Email Address: chad@apexnebraska.com
State Certification # CR2015004
or License # _____
or Other (describe): _____ State #: _____
State: NE
Expiration Date of Certification or License: 12/31/2023
Date of Signature and Report: 04/20/2023
Date of Property Viewing: 04/20/2023
Degree of property viewing:
[X] Did personally view [ ] Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
Company Name: _____
Company Address: _____
Telephone Number: _____
Email Address: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
[ ] Did personally view [ ] Did not personally view

This form Copyright © 2005-2016 ACI, a First American Company. All Rights Reserved.
(gPAR™) General Purpose Appraisal Report 09/2016
GPARLAND1.16.09232016

Borrower:	File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition	Case No.: City of Alliance
City: Alliance State: NE	Zip: 69301
Lender: City of Alliance	

Purpose: The purpose of this appraisal is to estimate the market value (as defined by Freddie Mac/Fannie Mae) of the subject property.

Intended Use/Intended Users: The intended user of this appraisal report is the City of Alliance, Nebraska. The intended use is to evaluate the property that is the subject of this appraisal to determine fair market value, subject to the stated Scope of Work, purpose of the appraisal report form and Definition of Market Value. No additional intended users are identified by the appraiser.

Scope of the Appraisal: To determine Market Value, information from sales of comparable properties, current prices of construction, and other factors that influence the real estate values were taken into consideration. The Sales Comparison Approach is the most dependable in appraising properties in the Alliance market/area as it indicates the influences of the economy at the current time on the real estate market. Less weight is given to the Cost Approach due to the variables related to the different areas of depreciation and obsolescence. The data and information used in the preparation of this report was obtained through a personal inspection of the subject, visual inspection and analysis of the comparable sales, examination of the Box Butte County public records, and conversations with various realtors. Information from others is deemed to be reliable. The appraiser, Chad Wilcox, inspected the property and typed the report. The appraiser also located comparable sales and took photos of them.

Subject Data: The subject property is located southeast of Alliance, Nebraska in the Homestead Addition. The vacant land is located at the corner or Homestead Street and East Kansas Street.

The subject property is located on the corner of East Kansas Street and Homestead Street in Alliance, Nebraska. The neighborhood consist of a mixture of commercial buildings, multi-family, and single family residential homes. The schools are located within a short driving distance to the northwest of the subject. Commercial areas of Alliance are located to the northwest of the subject and extend east and west along 3rd Street and north and south along Box Butte Avenue. The general economy of the area is stable with a mix of manufacturing plants, major railroad yards and general service employment available. BNSF Railway provides most of the employment in Alliance and other surrounding communities. Alliance has a strong farming community along with a ranching community also. There are approximately eight lending institutes in the Alliance area. Most real estate purchases are financed with conventional loans with a small percentage of VA and other government loans or cash financing comprising the rest of the market.

Comparables Information: The market was researched for comparables within the immediate area. Comparable sales from the prior ten years were considered for the report due to the lack of comparable sales. The comparables used in this report show a sales price range from $5,000 to $150,000. A value range from $18,500 to $25,500 was established by the Appraiser, as of the effective date of of April 20, 2023.

NEIGHBORHOOD MARKET CONDITIONS

The entire County of Box Butte is included in the neighborhood market due to the size of it. The BNSF Railway appears to remain strong. There are BNSF Railway employees that are retiring, which is opening up some homes. Some residents are selling their homes/properties themselves so the properties never see the open market. The supply/demand trend is in balance overall when all styles of homes/properties are considered. Adequate financing is available locally with good interest rates. Typical marketing time for homes similar to the subject is approximately 90-120 days.

The market analysis contained herein is a summary of past market conditions which may or may not be a reflection of future markets.

Appraiser: Chad Wilcox	Supervisory Appraiser:
Name:	Name:

SUBJECT PROPERTY PHOTO ADDENDUM

Client: City of Alliance		File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition		Case No.: City of Alliance
City: Alliance	State: NE	Zip: 69301

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: April 20, 2023
Appraised Value: $

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Alliance	File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition	Case No.: City of Alliance
City: Alliance State: NE	Zip: 69301

COMPARABLE SALE #1

1706 Alliance St
Alliance, NE 69301
Sale Date: 07/2014
Sale Price: $ 5,000

COMPARABLE SALE #2

1858 Alliance St
Alliance, NE 69301
Sale Date: 04/2014
Sale Price: $ 9,000

COMPARABLE SALE #3

1838 Alliance St
Alliance, NE 69301
Sale Date: 07/2012
Sale Price: $ 8,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Alliance	File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition	Case No.: City of Alliance
City: Alliance State: NE	Zip: 69301

COMPARABLE SALE #4

Lot 5 Blk 2 Homestead ADD
Alliance, NE 69301
Sale Date: 07/2014
Sale Price: $ 9,000

COMPARABLE SALE #5

Lot 3 Blk 2 Homestead ADD
Alliance, NE 69301
Sale Date: 08/2012
Sale Price: $ 10,000

COMPARABLE SALE #6

1501 E Kansas St
Alliance, NE 69301
Sale Date: 01/2016
Sale Price: $ 95,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Alliance	File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition	Case No.: City of Alliance
City: Alliance State: NE	Zip: 69301

COMPARABLE SALE #7

1818 Alliance St
Alliance, NE 69301
Sale Date: 09/2010
Sale Price: $ 25,000

COMPARABLE SALE #8

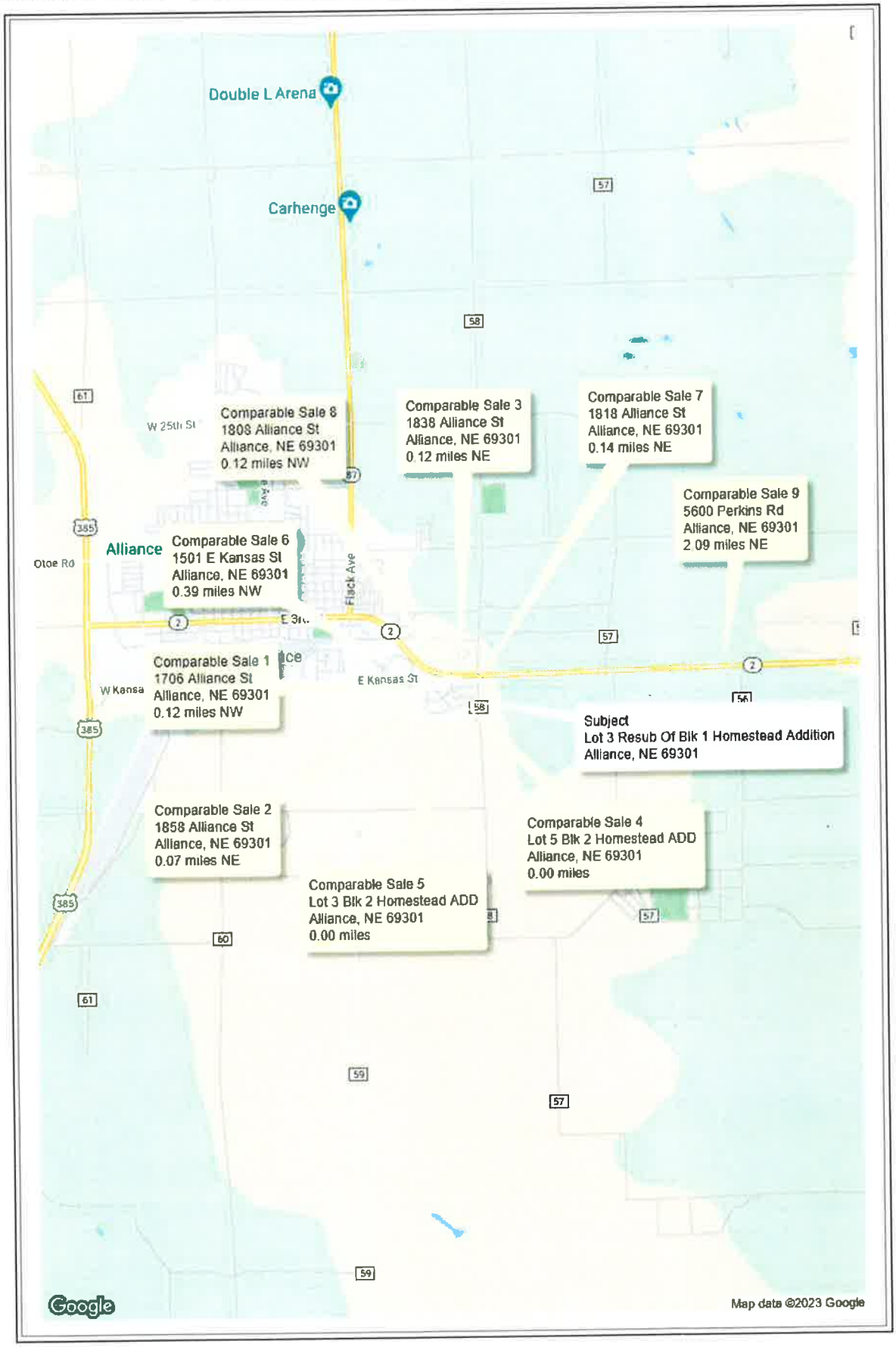
1808 Alliance St
Alliance, NE 69301
Sale Date: 01/2009
Sale Price: $ 16,000

COMPARABLE SALE #9

5600 Perkins Rd
Alliance, NE 69301
Sale Date: 03/2021
Sale Price: $ 116,438

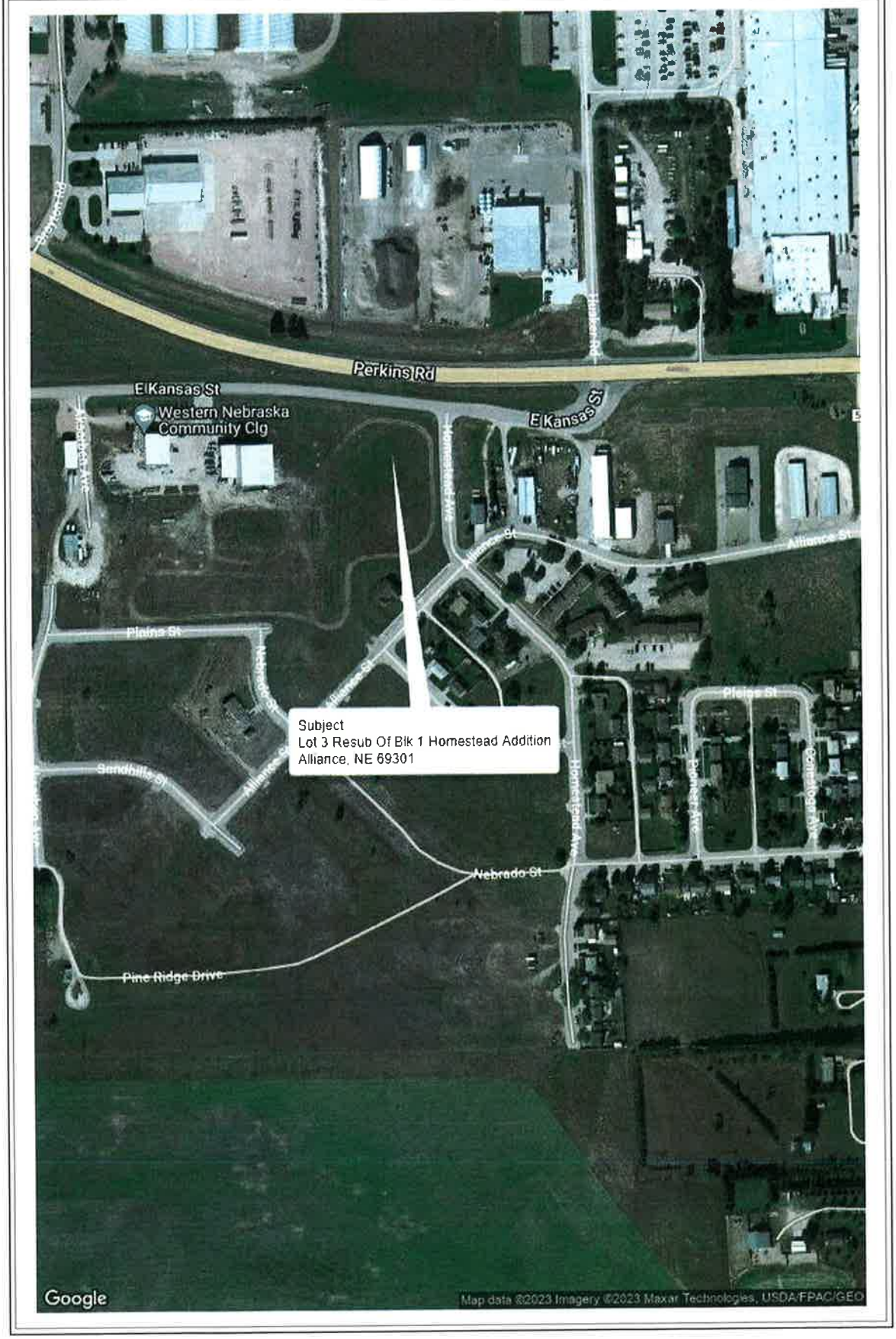
LOCATION MAP

Client: City of Alliance		File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition		Case No.: City of Alliance
City: Alliance	State: NE	Zip: 69301



AERIAL MAP

Client: City of Alliance	File No.: Homestead Land
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition	Case No.: City of Alliance
City: Alliance State: NE	Zip: 69301



********* INVOICE *********

File Number: Homestead Land

April 20, 2023

City of Alliance
324 Laramie Ave
Alliance, NE 69301

Invoice # :
Order Date :
Reference/Case # : City of Alliance
PO Number :

Lot 3 Resub Of Blk 1 Homestead Addition
Alliance, NE 69301

GPAR	$	600.00
	$	
Invoice Total	$	600.00
State Sales Tax @	$	0.00
Deposit	($	)
Deposit	($	)
Amount Due	$	600.00

Terms:

Please Make Check Payable To:

Apex Appraisal of Nebraska
P.O. Box 433
Alliance, NE 69301

Fed. I.D. #:

Client: City of Alliance		File No.: Homestead Land	
Property Address: Lot 3 Resub Of Blk 1 Homestead Addition		Case No.: City of Alliance	
City: Alliance	State: NE		Zip: 69301

State of Nebraska
Real Property Appraiser Board

Hereby certifies that: CHAD D WILCOX

APEX APPRAISAL OF NEBRASKA
730 W 12 ST
ALLIANCE, NE 69301-2320

Is credentialed in the State of Nebraska as a:

Certified Residential Real Property Appraiser

Holding credential number: CR2015004

Effective Date: Jan 01, 2023 *Expiration Date:* Dec 31, 2023

Nebraska Real Property Appraiser Board Director: Tyler N. Kohtz

All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately
This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board
301 Centennial Mall South, First Floor PO Box 94963
Lincoln, Nebraska 68509-4963
Phone: 402-471-9015 Fax: 402-471-9017 https://appraiser.ne.gov/

Administrative Identification Number:	10544-2023	*Registration Fee Paid:*	$275.00
Random Fingerprint Audit Program Fee Paid:	$5.00	*Federal Registry Fee Paid:*	$40.00

REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made on June 20, 2023 by and between Edward Salazar (the "Seller") and the City of Alliance, Nebraska (the "Buyer").

1. Recitals:

a. The Seller owns the following described real estate ("Real Estate"):

Lot 3, Resubdivision of Block 1, Homestead Addition to the City of Alliance, Box Butte County, Nebraska

b. The Seller desires to sell and the Buyer desires to buy the Real Estate, under the terms and conditions set forth below.

2. Purchase Price: The "Purchase Price" shall be $35,000.00, payable in cash or the equivalent at Closing.

3. Closing and Possession: Closing shall within thirty (30) days after all conditions to Closing have been met. Closing shall occur at Kunzman Title Company, at a time mutually agreed upon by the parties. At Closing, the Seller shall deliver to the Buyer a Warranty Deed exhibiting good and marketable title free and clear of all liens and encumbrances, excepting any easements, restrictions, reservations and rights-of-way of record. The Buyer shall take possession of the Real Estate at Closing.

4. Conditions to Closing: Seller acknowledges Buyer is a city of the first class under Nebraska law, and as such the execution, closing, and performance of this Agreement is conditional upon the council of the Buyer holding a public hearing pursuant to Neb. Rev. Stat. § 17-1855.

5. Performance at Closing:

a. The Buyer shall provide or execute at or before Closing:

i. The Purchase Price.

ii. Evidence that the persons executing the documents on behalf of the Buyer, if applicable, are duly entitled and authorized to do so.

iii. A closing or settlement statement mutually agreeable to the parties.

b. The Seller shall provide or execute at or before Closing:

i. A Warranty Deed to the Real Estate exhibiting good and marketable title free and clear of all lien and encumbrances, excepting any easements, restrictions, reservations, and rights-of-way of record.

ii. Satisfactory evidence of the release or full payment of any and all indebtedness secured by a mortgage or deed of trust on the Real Estate, if any.

iii. A closing or settlement statement mutually agreeable to the parties.

6. Evidence of Title:

a. Within ten (10) days after the execution of this Agreement, the Buyer shall order any and all title insurance commitments and certificates of title from Kunzman Title Company after execution of this Agreement. If the Buyer fails to do so within ten (10) days after the execution of this Agreement, the Seller may order any and all such title commitments and certificates.

b. The Buyer shall notify the Seller of any defects in title before Closing. If a defect in title should arise, the Seller shall correct any defects in title before Closing. Seller shall have a reasonable time to correct any title defect that may appear and, if necessary, Closing shall be delayed accordingly. If, however, it is impossible to perfect title or correct any title defect without court action or an unreasonable expense or delay, the Seller shall have the right to terminate this Agreement by giving notice to the Buyer in writing.

c. If the Buyer does not notify the Seller of any title defect before Closing, the Buyer shall be deemed to have accepted the title defect and shall take the Real Estate subject to the title defect.

7. Taxes and Utilities:

a. There are no real estate taxes or special assessments due for any years prior to Closing. All taxes assessed for years 2022 and before have been paid. Real estate taxes and special assessments assessed for 2023, if any, shall be paid by the Buyer. The Buyer will own and operate the Real Estate for a "public purpose" under Nebraska law, and it is anticipated the Real Estate will be exempt from taxation after Closing. If, however, the Real Estate is subject to taxation or special assessment for 2023 and beyond, the Buyer shall be responsible for them.

b. All utility expenses owed by the Seller before Closing shall be paid by the Seller. The parties shall ensure that any utility accounts of the Seller are closed at or before Closing, and all utilities are transferred to an account of the Buyer after Closing. All utility expenses accrued and due after Closing shall be the responsibility of the Buyer.

8. Risk of Loss: Risk of loss for all improvements to the Real Estate, if any, shall remain with the Seller until Closing. Seller shall fully comply with all agreements, laws, regulations, and orders applicable to the Real Estate. If, before Closing, the Real Estate is materially damaged by fire or other casualty, and if the Real Estate is not or cannot be repaired by Seller to the condition in which it existed before the casualty, the Buyer may terminate this Agreement in writing.

9. Inspection and Warranties:

a. Buyer has personally inspected the Real Estate and is entering into this Agreement based upon that inspection and not any representations or warranties, express or implied, made by the Seller, except as otherwise provided in this Agreement. The Seller agrees to deliver the Real Estate and the Buyer agrees to accept the Real Estate in its present condition "as is", "where is" and without any repair or correction, reasonable wear and tear excepted.

10. Expenses of Sale: Expenses of sale shall be paid as follows:

a. The Buyer shall pay the Documentary Stamp tax, if any.

b. The Buyer shall pay all document recording fees imposed by the Box Butte County register of deeds.

c. The Buyer shall pay the costs of any owner's title insurance policy.

d. The Buyer shall pay all closing fees assessed by any closing agent or company.

e. Each party shall pay their own their own attorney's fees and accountant's fees in preparing or reviewing this Agreement.

f. All other fees not accounted for in this Agreement shall be paid by the Buyer.

11. Termination:

a. Unless otherwise set forth in this Agreement, this Agreement may be terminated before Closing by mutual agreement of the parties.

b. If this Agreement terminates according to any of its terms and conditions, it will have no further force or effect except for any provision intended to survive the termination of this Agreement. The parties' rights under this paragraph are cumulative and are in addition to the other rights and remedies available to them under any other agreement or applicable law.

12. Covenants:

a. Seller agrees and states that it has not entered into any other sales agreement for the Real Estate, and shall not enter into any other agreement after the execution of this Agreement.

b. Seller shall not sell, assign, or convey any right, title, or interest in or to the Real Estate, or create or permit to attach any new lien, security interest, easement, encumbrance, charge, or condition affecting the Real Estate.

c. There are no leasehold or tenancy interests on the Real Estate that shall survive the Closing, and the Seller shall not enter into any new leases, tenancies, or other occupancy arrangements affecting any portion of the Real Estate, unless otherwise authorized to do so by the Buyer.

d. The Seller shall remove any items or personal property or fixtures and improvements from the Real Estate before Closing. Any items, personal property, for fixtures still on the Real Estate after Closing shall become the property of the Buyer.

e. Seller acknowledges that some types of chemical contamination and pollution may render the Real Estate unfit for the Buyer's intended use if the Buyer or a third-party must, under federal or state law, remediate contamination or pollution and such remediation materially interferes with the Buyer's operations. Seller warrants and represents that:

(i) No claim, lawsuit, agency proceeding, or other legal, quasi legal, or administrative challenge has been brought concerning the Real Estate, which may relate to the existence of any chemical contamination and pollution during the Seller's ownership of the Real Estate or during the use of the Real Estate by the Seller, and no governmental entity has served upon the Seller or a tenant of the Seller any notice claiming the need to repair or remedy the Real Estate for any local, state, or federal violation regarding chemical contamination and pollution on the Real Estate;

(ii) Neither Seller nor Seller's tenants are aware of any chemical contamination and pollution in violation of any local, state, or federal law concerning chemical contamination and pollution, and the Seller has not been made aware of any such chemical contamination and pollution caused by a third-party;

(iii) Neither Seller nor Seller's tenants have spilled, discharged, released, deposited, or placed any substance that may cause chemical contamination and pollution, whether in containers, impoundments, or directly upon lands or waters of the Real Estate;

(iv) Neither Seller nor Seller's tenants have affixed or installed any electrical transformers, fluorescent light fixtures, or other electrical equipment containing P.C.B.s in or near the Real Estate;

(v) Neither Seller nor Seller's tenants have installed any storage tanks, barrels, sumps, impoundments, or other containers or equipment (movable or fixed) for any chemical contamination and pollution in violation of any local, state, or federal law;

f. Neither party has engaged the services of a broker or real estate agent in connection with this Agreement, and there are not brokerage fees or real estate agent commissions that shall arise from the sale of the Real Estate under this Agreement.

g. To the best of Seller's knowledge, there is no actual or threatened suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

h. To the best of Seller's knowledge, there are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens on the Real Estate.

i. The Seller has received no notices from any governmental authority, including the Buyer, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes, or that the Seller's operation of the Real Estate does not comply with all applicable governmental laws, rules and regulations.

j. To the best of Seller's knowledge, there are no latent defects in the Real Estate.

k. The Seller has not received notice of any special assessments which affect the Real Estate and to the best of Seller's knowledge, no such assessments are pending or contemplated.\

13. Indemnification:

a. Seller agrees to indemnify and hold the Buyer harmless from any and all damages, harm, or loss, including attorney's fees expended, caused by any of the Seller's breach of any provision, obligation, warranty, or representation in this Agreement.

b. Buyer agrees to indemnify and hold the Seller harmless from any and all damages, harm, or loss caused, including attorney's fees expended, by any of the Buyer's breach of any provision, obligation, warranty, or representation in this Agreement.

14. Notices: Any notices or other communications to the Seller or the Buyer which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been given if sent by regular U.S. first class mail, or by certified mail, return receipt requested, or by recognized overnight delivery service (which provides for a method of tracking delivery) to the respective parties to the addresses set out below, or to such other address as the Seller or the Buyer may designate, from time to time, by written notice to the other.

If to Seller

Edward Salazar
627 1st Ave.
Bayard, NE 69334

If to Buyer

City of Alliance
c/o Seth Sorensen
324 Laramie Ave.
P.O. Box D
Alliance, NE 69301

15. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. No assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

b. The parties agree that time is of the essence with respect to this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

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

e. This Agreement contains the entire agreement of the parties and the terms and provisions of this Agreement supersede all other terms and provisions previously extended to either party. This Agreement may be subsequently amended only in writing signed by all parties.

f. This Agreement shall be construed according to the laws of Nebraska.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Edward Salazar

Date: 6-5-2023

BUYER: the City of Alliance, Nebraska

Earl Jones, Mayor

Date: _____

State of Nebraska, County of Scotts Bluff:

This Agreement was acknowledged before me on June 5th, 2023 by Edward Salazar.

GENERAL NOTARY - State of Nebraska
JANET M GAUDREAULT
My Comm. Exp. February 28, 2026

Notary Public

State of Nebraska, County of Box Butte:

This Agreement was acknowledged before me on June ____, 2023 Earl Jones, Mayor of the City of Alliance, Nebraska.

Notary Public