

Council Meetings

August 01, 2023 City Council Meeting

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
August 01, 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 Approvals
Resolution 23-56 – Budget Transfer Police Department Repeater Replacement

B. Resolution 23-57 - Blighted & Substandard Study

Resolution 23-57 will accept and approve the Blighted & Substandard Study for Ramblin Road.

C. Resolution 23-58 - Golf Facilities Hail Storm Repair Bid Award

Resolution 23-58 will accept and award Twin City Roofing & Sheet Metal, Inc. the Alliance Golf Facilities 2021 Hail Storm Repair Project, in the total amount \$92,547.55.

D. Resolution 23-59 – Downtown Improvement District

Resolution 23-59 will accept the followed process outline in the Nebraska Business Improvement District Act to reestablish the District as “BID A-3” for further review and possible adoption.

E. Discussion Item - Presentation of CLASS by City Treasurer Baker

- **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.

City of Alliance Goals

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

CONSENT CALENDAR – AUGUST 01, 2023

1. Approval: Minutes of the Regular Meeting, July 18, 2023.
2. Approval: Payroll from July 14, 2023 in the total amount of \$389,743.70.
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; \$1,264,640.87.
4. Approval: Cemetery Certificate for Barbara Arnold and Terry S. Weisgerber.
5. Approval: Resolution 23-55 which will approve the capital budget transfer in the amount of \$11,700 from Capital Outlay – Mach Equipment # 01-37-35-59-950 to NRCNTSVC – Communication Equipment # 01-37-35-44-484 is for the emergency replacement of the repeater.

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.

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ALLIANCE CITY COUNCIL

REGULAR MEETING, WEDNESDAY, JULY 18, 2023

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

The Alliance City Council met in a Regular Meeting, July 18, 2023 at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on July 12, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor Jones opened the July 18, 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 Hadenfeldt and City Clerk Pitt.

- Mayor Jones read the Open Meetings Act Announcement.
- The Consent Calendar was the first item on the agenda. A motion was made by Councilmen Mashburn, which was seconded by Councilman Mischnick to approve the Consent Calendar as follows:

CONSENT CALENDAR – JULY 18, 2023

1. Approval: Minutes of the Regular Meeting, July 05, 2023.
2. Approval: Payroll from June 30, 2023 and July 3, 2023 in the total amount of \$277,260.58.
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; \$370,332.52.

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4. Approval: Update of the Alliance Volunteer Fire Department Roster.
5. Approval: Cemetery Certificate for Joe Lewis.
6. Approval: Resolution 23-54 which will approve and accept the grant renewal funding for RSVP through the Corporation for National and Community Service for three years in the yearly amount of Thirty-Seven Thousand Five Hundred Dollars and No/100s (\$37,500).

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.

- The next item on Council's agenda was the third reading for proposed Ordinance 2957; 2958; 2959; 2960; 2961; and 2962, for the amendments to the City of Alliance Municipal Code in conformity with the Comprehensive Plan. The following information was provide:

[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

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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 staff's 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.

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.

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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.]

A motion was made by Councilmen McGhehey, seconded by Councilmen Mischnick to approve the third reading of Ordinance No. 2957, Ordinance No. 2958, Ordinance No. 2959, Ordinance No. 2960, Ordinance No. 2961, Ordinance No. 2962. City Clerk Pitt read the Ordinances by title which follows in its entirety:

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

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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

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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

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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

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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:

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“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.

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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.

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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 or 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; or
- (3) A residence, including office space for employees that provide the services, where shelter, food, care, advice, counseling, training, diagnosis, treatment, or related services are provided to four or more persons residing at such facility for a period of more than twenty-four consecutive hours who are in need of or enrolled in such services due to their age, financial condition, or similar non-medical status, but not including nursing homes, hospitals, or dormitories."

The definition of a Group Home does not include a Mental health substance use treatment center unless otherwise noted in this Code.

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

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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

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(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.

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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, sobriety-assistance, or related services are provided, either professionally or collectively, to persons residing at such facility for a period of more than twenty-four consecutive hours 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

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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.

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."

SECTION 14: Section 101-77. P of the City Code is amended as follows:

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“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.

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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

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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

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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.

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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

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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.

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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.

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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 of this 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 18th day of July, 2023.

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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

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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 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 18th day of July, 2023.

Ordinance No. 2959

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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.

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(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)
)
 State of Nebraska) ss.

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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.

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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 of this 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 18th day of July, 2023.

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.

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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 of this 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 18th day of July, 2023.

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.

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- (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.

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- 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).

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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.

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(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/markings. 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	Foot-candles (min. on pavement)		Uniformity Ratio (avg.:min.)		
(min. on pavement)	Foot-candles (min. on pavement)	Uniformity Ratio (avg.:min.)		Lux (min. on pavement)	Foot-candles (min. on pavement)	
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 Areas	Night Lux (min. on pavement)
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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.

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(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

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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	Not Allowed	Anywhere in above yard	Anywhere in above yard
Television, radio equipment, and satellite dishes	Anywhere in above yard	Not Allowed	Anywhere in above yard	Anywhere in above yard
Garages, carports, and other accessory buildings	Anywhere except within required setbacks			

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 of this 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 18th day of July, 2023.

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,

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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 entirety 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, its 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

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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.

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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

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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

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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

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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 nonresidential 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 of 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.

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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.

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(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

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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.

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(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 is 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 of this 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 18th day of July, 2023.

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Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

Mayor Jones stated, “the passage and adoption of Ordinance No. 2957, Ordinance No. 2958, Ordinance No. 2959, Ordinance No. 2960, Ordinance No. 2961, Ordinance No. 2962 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted, and order it published.”

- The next item was second reading Ordinance 2963, an amendment to the official zoning map in order to rename the R-1 and R-1a zoning districts and in order to adopt a new map for the extraterritorial zoning jurisdiction of the City. The following information was provided:

[Zoning Change: Staff is proposing an amendment to the zoning district map. The proposed code amendments accompanying the Comprehensive Plan, switch the names of the R-1a and R-1 Single Family Residential Zoning districts. The purpose of this name switch is to organize the residential zoning districts so that the districts are listed in the Municipal Code from largest lot size to smallest lot size. The zoning map needs to change upon the passing of the proposed municipal code to reflect this name change. The setbacks, land uses, etc. will not change, this is a name change only. An alternative is to leave the designation and code as-is, keeping the zoning districts out of order based on their lot size. Approval of the Municipal Code revisions that accompany the new Comprehensive Plan is anticipated at the July 18 meeting. Staff believes the third reading of the rezone can be waived and approved at the July 18 meeting as well.

Extraterritorial Zoning Jurisdiction: The State of Nebraska grants cities the ability to enforce its zoning, subdivision, and building construction codes outside their corporate city limits. These areas are called Extraterritorial Zoning Jurisdictions (ETJs). Cities of the First Class, such as Alliance, are permitted, but not required, to enforce these regulations up to two miles beyond the corporate city limits. This is to ensure that any subdivisions, land uses, and buildings close to the City meet the minimum requirements of City code in anticipation of being annexed into the City.

Communities that are quickly expanding push their ETJ's as far as the State allows to ensure the fringe development occurring outside their city limits meets their city's codes in anticipation of annexation in the near future. The City of Alliance is not physically growing or expanding its corporate city limits fast enough to warrant having such a large ETJ. This is especially true when taking

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the annexations of the BNSF south yards (1985) and the West Plains Grain facility (2011) into account. Initially, the ETJ remained unchanged after the City annexed those developments but it was eventually expanded in 2013.

The Planning Commission discussed the ETJ at great length at their March and April 2023 meetings. The Planning Commission concluded that the growth occurring around Alliance does not warrant having such a large ETJ. Several options were discussed and the final version of the map presented to the Planning Commission and Council moves the ETJ to a combination of 1, 1.5, and 2 mile distances from City Limits. The Board and staff found the proposed boundaries are more enforceable for staff and a more realistic representation of a buffer surrounding the core of the community.

The proposed boundaries are plotted along section lines and half section lines. There is one place where a circle pivot is dissected but the boundary is still along a section line. There is an extension along the west boundary to include the City well field, and along the northeast side to include Carhenge within the City's ETJ. The revised boundary greatly discounts the effect of the BNSF south yards and West Plains Grain annexations.

All the territory the City is removing from its jurisdiction is currently zoned Agriculture and will revert back to County zoning requirements. The County was notified in writing twice and were provided with a copy of the proposed boundary changes. They replied they are neutral on the proposal. Approval of the Municipal Code revisions that accompany the new Comprehensive Plan is anticipated at the July 18 meeting. Staff believes the third reading of the Zoning Map amendments can be waived and approved at the July 18 meeting as well.

The City of Alliance Planning Commission met at their regular meeting on April 11, 2023 and held a Public Hearing for the proposed realignment of the Extraterritorial Zoning Jurisdiction boundaries and on May 9, 2023 for the proposed rezone. The Planning Commission then voted to recommend the City Council approve the amendments to the Zoning Map of the City of Alliance after making the following findings of fact:

1. The rezone is a name change only and does not change anything else.
2. The rezone is consistent with the zoning district name changes in the Municipal Code.
3. The reduction in size is consistent with the annexations in the proposed Comprehensive Plan.
4. The City Limits are not currently expanding fast enough to warrant having such a large ETJ.
5. The size of the ETJ makes it impractical for staff to effectively manage without adding additional personnel.

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6. The proposed ETJ is a better representation of the actual core of the community, removing the effects of the BNSF south yard and West Plains Grain annexations.

STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE AMENDING THE CITY OF ALLIANCE ZONING MAP.]

A motion was made by Councilmen Andersen, seconded by Councilmen Mischnick to approve Ordinance 2963 on the second reading.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

A motion was made by Councilmen Mischnick, seconded by Vice-Mayor McGhehey to suspend the statutory rule requiring three separate reading of Ordinance No. 2963.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

Roll call vote to approve Ordinance No. 2963 on final reading with the following results:

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

Voting Nay: None.

Motion carried.

Mayor Jones stated, “the passage and adoption of Ordinance No. 2963 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted, and order it published.”

Mayor Jones asked City Clerk Pitt to read Ordinance No. 2963, which follows in its entirety:

ORDINANCE NO. 2963

July 18, 2023

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO ADJUST THE EXTRATERRITORIAL ZONING JURISDICTION AS SHOWN ON THE DISTRICT ZONING MAP AND TO RENAME ZONING DISTRICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the Attached Exhibit A as the official Extra Territorial Zoning District of the City.

Section 2. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show that zoning district R-1 shall be termed “Low Density Residential District (Large Lot)” from R-1 Single Family Residential District and that zoning district R-1a shall be termed “Low Density Residential District (Small Lot)” from R-1a Single Family Residential District.

Section 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dates as of the 1st day of August, 2022.

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

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

PASSED AND APPROVED this 18th day of July, 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 the agenda was Resolution No. 23-55 will award the Property & Casualty insurance bid to FNIC in the amount of \$1,008,046.00. The City is recommending Traveler’s Insurance as the carrier, with our Airport General Liability insurance being provided by Old Republic Insurance Company. The following information was provided:

[First off we would like to thank you for your continued business and long lasting relationship. As I always tend to share with the council, the City of Alliance and FNIC (formerly Gregory’s Insurance) have worked together over the past 40+ years, so again

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thank you! I apologize that I am unable to attend tonight's meeting however if moving forward any of you have any questions or would like to discuss in more detail the below information please do not hesitate to reach out to us (especially for those of you who are new to the council and the City's insurance program).

Enclosed you will find the breakdown for the 2023 policy period which is being provided by Travelers Insurance. The industry continues to suffer extreme losses and much of those are being driven by the devastating storms we have seen over the past three years (hail, hurricanes, tornadoes, and wildfires). As a result of these national losses, the industry has found that approximately 75% of commercial businesses were underinsured by an average of 40% and with the rising costs of material though we have seen some relief and the shortage of labor, replacement costs continue to soar to levels not seen in the past. The industry is starting to drastically "tighten up" meaning underwriting is becoming more strict and carriers are changing how they approach writing business in specific markets including Western NE. Primary areas of change include applying large wind/hail deductibles on properties because of the wind & hail losses suffered in western Nebraska over the past 5 years including the City of Alliance which you will see below.

RECOMMENDATIO: APPROVE RESOLUTION 23-55 AWARDDING THE PROPERTY & CASUALTY INSURANCE BID TO FNIC IN THE AMOUNT OF \$1,008,046.00. THE CITY IS RECOMMENDING TRAVELER'S INSURANCE AS THE CARRIER, WITH OUR AIRPORT GENERAL LIABILITY INSURANCE BEING PROVIDED BY OLD REPUBLIC INSURANCE COMPANY.]

A motion was made by Councilmen Mashburn, which was seconded by Vice-Mayor McGhehey to approve Resolution 23-55 which will award the Property & Casualty insurance bid to FNIC in the amount of \$1,008,046.00. The City is recommending Traveler's Insurance as the carrier, with our Airport General Liability insurance being provided by Old Republic Insurance Company. Which follows in its entirety:

RESOLUTION NO. 23-55

WHEREAS, The City of Alliance recognizes the importance of purchasing insurance to protect against significant loss which affect the budget and would impact the operation of the City of Alliance; and

WHEREAS, The City desires to provide the best protection at the lowest cost to give the taxpayers the most insurance for their taxpayer dollar; and

WHEREAS, The City of Alliance entered into a contract with First National Insurance Company to provide Property and Casualty insurance coverages with Traveler's Insurance as the package provider and Old Republic Insurance Company, who provides the Airport General Liability policy; and

WHEREAS, The City's coverages and premiums have been reviewed by our broker First National Insurance Company and they have made a recommendation for the renewal of policies to be effective August 1, 2023 with Traveler's Insurance.

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NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Alliance that the Mayor is authorized to sign a contract for insurance with First National Insurance Company in the amount of One Million Eight Thousand Forty-Six Dollars and no/100ths (\$1,008,046.00).

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

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The final item on the agenda was the appointment of Maxine Anderson to serve on the Library Board, with the term expiring June 30, 2027.

A motion was made by Councilmen McGhehey, which was seconded by Councilmen Mischnick to appoint Maxine Anderson to serve on the Library Board, with the term ending June 30, 2023

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the July 18, 2023 City Council Meeting at 7:11 p.m.

(SEAL)

Earl Jones, Mayor

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, July 18, 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. Approved on third reading Ordinance No. 2957; 2958; 2959; 2960; 2961; and 2962 which will amend chapters of the Municipal Code that are in conformity with the updated Comprehensive Plan. Ayes: All. Motion carried.
3. Approved on second and waived third reading of Ordinance 2963, which will amend the Official Zoning Map of the City per Section 109-22 of the City Code, to adjust the extraterritorial zoning jurisdiction of the City and to show new names of the R-1 and R-1a zoning districts. Ayes: All. Motion carried.
4. Approved Resolution 23-55 which awarded the Property & Casualty insurance bid to FNIC in the amount of \$1,008,046.00. The City is recommending Traveler's Insurance as the carrier, with our Airport General Liability insurance being provided by Old Republic Insurance Company. Ayes: All. Motion carried.
5. Appointed Maxine Anderson to the Library Board, with the terming expiring June 30, 2027. Ayes: All. Motion carried.

Meeting adjourned at 7:11 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: 7/14/2023

GROSS PAYROLL

\$ 257,708.50

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 14,333.78	
MEDICARE	\$ 3,595.34	
POLICE PENSION - PRINCIPAL	\$ 3,418.16	
FIRE PENSION - PRINCIPAL	\$ 2,104.18	
GENERAL PENSION - PRINCIPAL	\$ 7,468.23	
MISSION SQUARE CITY MANAGER PENSION	\$ 355.51	
H S A SANDHILLS STATE BANK	\$ 6,460.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 94,300.00	
TOTAL BENEFITS		\$ 132,035.20

TOTAL PAYROLL COSTS

\$ 389,743.70

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					
01-10-10-42-294 Conferences, Cont Education	General Fund	City Council	City Council		
WICHITA STATE UNIVERSITY	WORKSHOP	458918	06/26/2023	10.00	
01-10-10-44-499 ACE Community Support	General Fund	City Council	City Council		
SIERRA DISPLAY INC	CHRISTMAS LIGHTS FOR FOUNTAI	27180	02/28/2023	1,625.00	
01-10-10-44-499 ACE Community Support	General Fund	City Council	City Council		
SIERRA DISPLAY INC	CHRISTMAS LIGHTS FOR FOUNTAI	27180	02/28/2023	1,909.00	
Total City Council:				3,544.00	
Total City Council:				3,544.00	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150289	07/12/2023	8.96	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150276	07/12/2023	41.25	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	150275	07/12/2023	22.82	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150285	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150278	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD		150280	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150288	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150287	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150286	07/12/2023	12.06	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150279	07/12/2023	12.45	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD		150281	07/12/2023	12.06	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122362-001	07/11/2023	34.80	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122425-001	07/18/2023	35.40	
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122362-002	07/18/2023	29.95	
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
NEBRASKA PRINTWORKS LLC	ENVELOPES	53787	06/29/2023	108.31	
Total City Administration:				378.36	
Total City Administration:				378.36	
01-31-31-42-294 Conferences, Cont Education	General Fund	Police Administration	Police Department		
INTL ASSOC CHIEFS OF POLICE	CONFERENCE	5895	07/10/2023	750.00	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1379907	07/13/2023	258.00	
01-31-31-44-441 Electricity	General Fund	Police Administration	Police Department		
COA UTILITIES	ELECTRIC	07-06-2023 UTI	07/06/2023	134.62	07/18/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-31-31-44-442 Water-Sewer	General Fund	Police Administration	Police Department		
COA UTILITIES	WATER / SEWER	07-06-2023 UTI	07/06/2023	4.17	07/18/2023
01-31-31-44-443 Refuse	General Fund	Police Administration	Police Department		
COA UTILITIES	REFUSE	07-06-2023 UTI	07/06/2023	19.32	07/18/2023
01-31-31-45-511 Office Supplies	General Fund	Police Administration	Police Department		
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	16W6-MGKY-F	07/11/2023	11.99	
01-31-31-45-511 Office Supplies	General Fund	Police Administration	Police Department		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122457-001	07/20/2023	70.50	
01-31-31-45-544 Small Tools, Equipment	General Fund	Police Administration	Police Department		
AMAZON CAPITAL SERVICES	SMALL TOOLS/EQUIP	11KN-RG9Q-L	07/13/2023	29.80	
Total Police Administration:				1,278.40	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department		
COPIER CONNECTION, INC.	COPIER CONTRACT	22890	06/19/2023	1,488.00	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	TIRE REPAIR	154080	07/11/2023	192.50	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	TIRE REPAIR	153365	06/06/2023	20.00	
01-31-32-45-524 School Resource Officer Supply	General Fund	Police Operations	Police Department		
SHELMADINE PRINT SHOP	T-SHIRTS	0767	05/31/2023	469.50	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	3969-2	03/27/2023	169.97	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	0014419-1	06/27/2023	139.98	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	UNIFORMS	3969-1	03/27/2023	59.99	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND TOWELS	11180831	07/18/2023	44.51	
Total Police Operations:				2,584.45	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
BYTES COMPUTER	APD - FIXED FEE	CW35925	07/05/2023	350.00	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
BYTES COMPUTER	FIXED FEE	CW35916	07/05/2023	1,875.00	
01-31-33-44-441 Electricity	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	150272	07/11/2023	1,174.16	
01-31-33-44-442 Water-Sewer	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	150272	07/11/2023	68.80	
01-31-33-44-443 Refuse	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	150272	07/11/2023	57.65	
01-31-33-44-444 Natural Gas	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	150271	07/11/2023	305.79	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1382158	07/21/2023	448.00	
01-31-33-45-541 Office Furniture, Equipment	General Fund	Police Support Services	Police Department		
ACR GLASS	REMOVE/REPLACE OLD GLASS	81798	07/14/2023	498.63	
Total Police Support Services:				4,778.03	
Total Police Department:				8,640.88	
01-37-37-42-238 Vol Firefighter Life Ins	General Fund	Firefighting	Fire Department		
VFIS BENEFITS DIVISION	BASIC COVERAGE	428330126	05/02/2023	391.00	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	8356 15 100 0175004	017500407152	07/15/2023	55.37	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AD TOWELS	11181333	07/20/2023	43.00	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7596884	06/03/2023	267.93	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7625849	06/17/2023	124.10	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7637158	06/23/2023	58.27	
Total Firefighting:				939.67	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85032656	07/24/2023	63.24	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85020379	07/12/2023	258.32	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	150273	07/12/2023	395.83	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	150274	07/19/2023	186.66	
Total Ambulance:				904.05	
Total Fire Department:				1,843.72	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP		20650/1	07/18/2023	22.88	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP TOOLS		20650/1	07/18/2023	57.10	
Total Facility Maintenance:				79.98	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11178908	07/04/2023	139.29	
Total Municipal Building:				139.29	
Total Public Works:				219.27	
01-61-60-44-422 Professional Subscriptions	General Fund	Community Development	Community Develop		
NE SECRY STATE NOTARY DIVISIO	NEW NOTARY CONRAD	NOTARY-CON	07/18/2023	30.00	07/18/2023
01-61-60-44-431 Legal, Public Notices	General Fund	Community Development	Community Develop		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150267	07/05/2023	9.06	
Total Community Development:				39.06	
01-61-63-44-491 Building Demolition	General Fund	Nuisance Abatement	Community Develop		
CITY OF ALLIANCE	DEMO MATERIALS	014494	07/14/2023	11,410.06	
01-61-63-44-496 Nuisance Abatement - Other	General Fund	Nuisance Abatement	Community Develop		
USDA, APHIS	BIRD CONTROL	BD 23-007	07/12/2023	5,000.00	
Total Nuisance Abatement:				16,410.06	
Total Community Development:				16,449.12	
01-71-71-43-371 Contract Grounds Maintenance	General Fund	Parks	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	CONTRACT LANDSCAPING PARKS	150293	07/24/2023	3,600.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-71-44-441 Electricity	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	ELECTRIC	07-06-2023 UTI	07/06/2023	1,602.76	07/18/2023
01-71-71-44-442 Water-Sewer	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	07-06-2023 UTI	07/06/2023	3,272.39	07/18/2023
01-71-71-44-443 Refuse	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	REFUSE	07-06-2023 UTI	07/06/2023	192.16	07/18/2023
01-71-71-44-483 NRCNTSVC-Building Public Wrks	General Fund	Parks	Cultural and Leisure		
TRIANGLE ELECTRIC INC	REPAIR LIGHTS IN CONCESSION S	40073	07/10/2023	151.00	
01-71-71-44-495 NRCNTSVC-Lawns, Grounds	General Fund	Parks	Cultural and Leisure		
CRANMORE LAWN & LAND SERVIC	WEED SPRAYING	C&L 2023	07/14/2023	700.00	
01-71-71-44-495 NRCNTSVC-Lawns, Grounds	General Fund	Parks	Cultural and Leisure		
CRANMORE LAWN & LAND SERVIC	WEED SPRAYING	C&L 2023	07/14/2023	474.00	
01-71-71-44-495 NRCNTSVC-Lawns, Grounds	General Fund	Parks	Cultural and Leisure		
CRANMORE LAWN & LAND SERVIC	WEED SPRAYING	C&L 2023	07/14/2023	5,231.00	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	MOSQUITO YARD SPRAY	20593/1	07/14/2023	3.56	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	20593/1	07/14/2023	36.42	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure		
FARM PLAN	STRAPS AND RATCHETS	51167511	07/03/2023	20.96	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Parks	Cultural and Leisure		
FARM PLAN	2 CYCLE OIL	51169228	07/07/2023	146.27	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Parks	Cultural and Leisure		
WESTCO	#1 DYED DIESEL	U3322751	07/07/2023	675.22	
01-71-71-45-561 Bldg Maintenance Material	General Fund	Parks	Cultural and Leisure		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7675884	07/14/2023	33.98	
01-71-71-45-562 Fountain Maintenance	General Fund	Parks	Cultural and Leisure		
TRIANGLE ELECTRIC INC	FOUNTAIN REPAIR	40064	07/10/2023	170.00	
01-71-71-45-567 Stone, Gravel	General Fund	Parks	Cultural and Leisure		
CROELL REDI MIX INC	GRAVEL FOR LAING LAKE TRAIL	751417	07/11/2023	186.68	
01-71-71-45-574 Misc Grounds Maintenance	General Fund	Parks	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	REDWOOD MULCH	150294	07/24/2023	1,120.00	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure		
LL JOHNSON DIST CO	IRRIGATION MATERIALS	1151504-00	06/13/2023	2,182.42	
01-71-71-59-970 Capital Outlay-Other Improv	General Fund	Parks	Cultural and Leisure		
FIELDTURF USA, INC.	ALLIANCE PARK TENNIS	150295	06/30/2023	68,694.50	
Total Parks:				88,493.32	
01-71-72-44-431 Legal, Public Notices	General Fund	Senior Center	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICES	150284	07/12/2023	7.89	
01-71-72-44-441 Electricity	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	ELECTRIC	07-06-2023 UTI	07/06/2023	418.76	07/18/2023
01-71-72-44-442 Water-Sewer	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	07-06-2023 UTI	07/06/2023	96.79	07/18/2023
01-71-72-44-443 Refuse	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	REFUSE	07-06-2023 UTI	07/06/2023	19.32	07/18/2023
Total Senior Center:				542.76	
01-71-74-44-441 Electricity	General Fund	Cemetery	Cultural and Leisure		
COA UTILITIES	ELECTRIC	07-06-2023 UTI	07/06/2023	1,303.21	07/18/2023
01-71-74-45-526 Other Supplies	General Fund	Cemetery	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	20460/1	07/03/2023	26.96	
01-71-74-45-572 Trees	General Fund	Cemetery	Cultural and Leisure		
FARM PLAN	SHRUBS	51167716	07/03/2023	31.45	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-74-45-574 Misc Grounds Maintenance CARTER'S HOME HARDWARE & AP	General Fund CEMENT CRACK FILLER	Cemetery 20498/1	Cultural and Leisure 07/06/2023	110.96	
Total Cemetery:				1,472.58	
01-71-75-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Swimming Pool 07-06-2023 UTI	Cultural and Leisure 07/06/2023	3,099.38	07/18/2023
01-71-75-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Swimming Pool 07-06-2023 UTI	Cultural and Leisure 07/06/2023	975.42	07/18/2023
01-71-75-44-443 Refuse COA UTILITIES	General Fund REFUSE	Swimming Pool 07-06-2023 UTI	Cultural and Leisure 07/06/2023	96.08	07/18/2023
01-71-75-44-489 NRCNTSVC-Other Mach, Equip 4TH STREET FENCING	General Fund REPAIR POOL HEATER	Swimming Pool 150270	Cultural and Leisure 07/07/2023	400.00	
01-71-75-45-569 Other Replacement Parts K. L. WOOD & COMPANY LLC	General Fund REPLACE RISER FOR SLIDE FEATU	Swimming Pool 6700	Cultural and Leisure 07/14/2023	8,115.00	
01-71-75-46-624 Other Chemicals HAWKINS INC	General Fund POOL CHEMICAL	Swimming Pool 6516425	Cultural and Leisure 07/04/2023	22.18	
01-71-75-46-624 Other Chemicals HAWKINS INC	General Fund POOL CHEMICALS	Swimming Pool 6516425	Cultural and Leisure 07/04/2023	4,400.00	
01-71-75-46-625 Concession Supplies CASH-WA DISTRIBUTING	General Fund CONCESSION	Swimming Pool 13865317	Cultural and Leisure 07/14/2023	647.65	
01-71-75-46-625 Concession Supplies CASH-WA DISTRIBUTING	General Fund CONCESSIONS - POOL	Swimming Pool 13871899	Cultural and Leisure 07/18/2023	303.59	
01-71-75-46-625 Concession Supplies CASH-WA DISTRIBUTING	General Fund CONCESSION	Swimming Pool 13871899	Cultural and Leisure 07/18/2023	352.35	
01-71-75-46-625 Concession Supplies ERIN ARMSTRONG	General Fund REIMBURSEMENT	Swimming Pool 150268	Cultural and Leisure 07/11/2023	147.30	
Total Swimming Pool:				18,558.95	
01-71-76-44-431 Legal, Public Notices ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICES	Knight Museum 150282	Cultural and Leisure 07/12/2023	8.67	
01-71-76-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Knight Museum 07-06-2023 UTI	Cultural and Leisure 07/06/2023	2,866.08	07/18/2023
01-71-76-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Knight Museum 07-06-2023 UTI	Cultural and Leisure 07/06/2023	13.63	07/18/2023
01-71-76-44-443 Refuse COA UTILITIES	General Fund REFUSE	Knight Museum 07-06-2023 UTI	Cultural and Leisure 07/06/2023	96.08	07/18/2023
01-71-76-44-469 PMCNTSVC-Other NE SAFETY & FIRE EQUIPMENT IN	General Fund ANNUAL FIRE INSPECTION	Knight Museum 113833	Cultural and Leisure 07/14/2023	474.00	
01-71-76-44-479 CNTSVC Other STEPH'S STUDIO, INC.	General Fund PRINTS	Knight Museum 137249608	Cultural and Leisure 05/03/2023	31.50	
01-71-76-44-483 NRCNTSVC-Building Public Wrks CRESCENT ELECTRIC SUPPLY CO.	General Fund HIGH OUTPUT BULBS	Knight Museum S511356525.00	Cultural and Leisure 05/18/2023	136.78	
Total Knight Museum:				3,626.74	
01-71-77-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Library 07-06-2023 UTI	Cultural and Leisure 07/06/2023	4,946.01	07/18/2023
01-71-77-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Library 07-06-2023 UTI	Cultural and Leisure 07/06/2023	520.75	07/18/2023
01-71-77-44-443 Refuse COA UTILITIES	General Fund REFUSE	Library 07-06-2023 UTI	Cultural and Leisure 07/06/2023	192.16	07/18/2023
01-71-77-44-469 PMCNTSVC-Other NE SAFETY & FIRE EQUIPMENT IN	General Fund ANNUAL FIRE INSPECTION	Library 113833	Cultural and Leisure 07/14/2023	117.00	
01-71-77-44-481 NRCNTSVC-Office Mach, Equip NE SAFETY & FIRE EQUIPMENT IN	General Fund RECHARGE BATTERIES	Library 36042	Cultural and Leisure 07/12/2023	200.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-77-59-915 Capital Outlay-Buildings PELTZ COMPANIES INC	General Fund HVAC SYSTEM REPLACEMENT	Library 150269	Cultural and Leisure 06/25/2023	122,760.00	
Total Library:				128,735.92	
01-71-78-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Sallows Museum 07-06-2023 UTI	Cultural and Leisure 07/06/2023	111.47	07/18/2023
01-71-78-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Sallows Museum 07-06-2023 UTI	Cultural and Leisure 07/06/2023	2.68	07/18/2023
Total Sallows Museum:				114.15	
Total Cultural and Leisure Services:				241,544.42	
01-79-79-44-433 Other Advertising Services TRUE WEST PUBLISHING INC	General Fund ADVERTISING	Marketing 2023-26289	Culture and Leisure 06/20/2023	525.00	
Total Marketing:				525.00	
01-79-80-45-526 Other Supplies CREATIVE SIGNS BY COZAD	General Fund CARHENGES RV SIGN	Carhenge 23-2383	Culture and Leisure 07/14/2023	402.00	
01-79-80-45-526 Other Supplies TRITLE PLUMBING INC	General Fund PORTA JOHN RENTAL FOR CARHE	Carhenge 31413	Culture and Leisure 07/14/2023	170.00	
01-79-80-46-626 Inventory Costs HART WORKS EMBROIDERY & SCR	General Fund GREY CARHENGES T-SHIRTS	Carhenge 2810	Culture and Leisure 07/18/2023	860.20	
01-79-80-46-626 Inventory Costs PEPSI COLA OF WESTERN NEBRA	General Fund CONCESSIONS	Carhenge 5100115474	Culture and Leisure 06/30/2023	171.96	
01-79-80-46-626 Inventory Costs PEPSI COLA OF WESTERN NEBRA	General Fund CONCESSIONS	Carhenge 5100116476	Culture and Leisure 07/14/2023	246.61	
01-79-80-46-626 Inventory Costs PEPSI COLA OF WESTERN NEBRA	General Fund CONCESSIONS	Carhenge 5100115926	Culture and Leisure 07/07/2023	87.58	
01-79-80-46-626 Inventory Costs FRITO-LAY SALES LP	General Fund CONCESSIONS	Carhenge 75916480	Culture and Leisure 07/13/2023	215.16	
01-79-80-46-626 Inventory Costs SPECIAL STITCHES	General Fund CARHENGES CAPS	Carhenge 1602	Culture and Leisure 07/13/2023	480.00	
Total Carhenge:				2,633.51	
Total Culture and Leisure Services:				3,158.51	
01-81-82-47-754 Chamber Membership ALLIANCE CHAMBER OF COMMER	General Fund CITY PUBLICITY	Community Support Programs 17931	Miscellaneous 07/05/2023	2,750.00	
Total Community Support Programs:				2,750.00	
Total Miscellaneous:				2,750.00	
Total General Fund:				278,528.28	
Electric Fund					
05-51-50-44-441 Electricity NEBRASKA POWER REVIEW BOAR	Electric Fund ASSESSMENT	Administration JULY-23	Utility Superintenden 07/05/2023	1,758.51	
Total Administration:				1,758.51	
05-51-52-43-331 Professional Engineering Svcs RVW INC	Electric Fund	Transmission 11369	Utility Superintenden 06/30/2023	848.41	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-52-46-691 Purchased Power-WAPA	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WAPPA	304390	07/11/2023	90,284.82	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	304390	07/11/2023	15.82	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	304390	07/11/2023	502,976.19	
05-51-52-46-693 Purchased Power-Wind Gen	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WIND	304390	07/11/2023	19,275.74	
Total Transmission:				613,400.98	
05-51-53-43-371 Contract Grounds Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
CRANMORE LAWN & LAND SERVIC	SPRAYING	ELECTRIC 202	07/14/2023	2,544.00	
05-51-53-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Electric Fund	Urban Distribution	Utility Superintenden		
KAISER TIRE	TIRE RPR	8441	07/17/2023	18.00	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	Bug spray	926619933	07/12/2023	184.00	
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
FARM PLAN		51173855	07/17/2023	3.50	
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
FARM PLAN		51173855	07/17/2023	13.61	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	HOF A12R126 SCR CVR BX	926619919	07/12/2023	38.52	
05-51-53-53-948 System Rebuild, Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
RVW INC	East line rebuild. Resolution #21-129	11369	06/30/2023	1,097.84	
05-51-53-53-948 System Rebuild, Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
GREAT PLAINS POWER, LLC	Rebuild Line. Resolution 22-67 Urban	473	07/06/2023	89,655.52	
Total Urban Distribution:				93,554.99	
Total Utility Superintendent:				708,714.48	
Total Electric Fund:				708,714.48	
Refuse Fund					
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE FAB INC.	TRUCK 1112 REPAIR	45716	07/10/2023	110.00	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE BOLT COMPANY	PARTS	0032828	07/14/2023	7.69	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE BOLT COMPANY	PARTS	0032833	07/18/2023	8.14	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART		2723-461876	07/12/2023	36.56	
06-41-42-47-755 Keep Alliance Beautiful	Refuse Fund	Refuse Collection	Public Works		
KEEP ALLIANCE BEAUTIFUL	4TH QTR INSTALLMENT	2022-2023-4	07/11/2023	25,000.00	
Total Refuse Collection:				25,162.39	
Total Public Works:				25,162.39	
06-51-55-43-331 Professional Engineering Svcs	Refuse Fund	Refuse Disposal	Public Works		
SCS AQUATERRA	ON CALL SUPPORT	0472405	06/30/2023	525.31	
06-51-55-43-383 Water Testing Services	Refuse Fund	Refuse Disposal	Public Works		
SCS AQUATERRA	GROUNDWATER MONITORING	0472407	06/30/2023	1,515.00	
06-51-55-44-493 CNTSVC Other-Grant Eligible	Refuse Fund	Refuse Disposal	Public Works		
RESOURCE MANAGEMENT CO INC	TIRE REMOVAL	150292	06/28/2023	105,390.45	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-51-55-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Refuse Fund OFFICE SUPPLIES	Refuse Disposal 0122416-001	Public Works 07/17/2023	11.68	
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund	Refuse Disposal 11180335	Public Works 07/13/2023	55.87	
06-51-55-45-553 Refuse-Fuel WESTCO	Refuse Fund BULK FUEL	Refuse Disposal U3322751	Public Works 07/07/2023	285.86	
06-51-55-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Refuse Fund	Refuse Disposal 51172411	Public Works 07/14/2023	5.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 20621/1	Public Works 07/15/2023	7.78	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund	Refuse Disposal 20579/1	Public Works 07/13/2023	9.99	
06-51-55-45-561 Bldg Maintenance Material IDEAL LINEN INC	Refuse Fund CUSTODIAL SUPPLIES	Refuse Disposal 11180335	Public Works 07/13/2023	18.77	
06-51-55-59-950 Capital Outlay-Mach, Equip COASTAL NETTING SYSTEMS	Refuse Fund 12" Hi x 40' L x 8' W portable litter Unit	Refuse Disposal 06290123	Public Works 06/29/2023	50,000.00	
Total Refuse Disposal:				157,826.70	
Total Public Works:				157,826.70	
Total Refuse Fund:				182,989.09	
Sewer Fund					
07-52-58-45-544 Small Tools, Equipment FARM PLAN	Sewer Fund SMALL TOOLS/EQUIP	Sewer 51174702	Public Works 07/19/2023	24.99	
07-52-58-45-556 Parts-Vehicle, Mach, Equip BERNIES ACE HARDWARE	Sewer Fund PARTS	Sewer 282274	Public Works 07/10/2023	7.98	
Total Sewer:				32.97	
Total Public Works:				32.97	
Total Sewer Fund:				32.97	
Water Fund					
08-52-51-43-383 Water Testing Services NE PUBLIC HEALTH ENVIRONMENT	Water Fund OTHERS TESTING	Water Treatment 566785	Public Works 07/11/2023	723.00	
08-52-51-44-479 CNTSVC Other IDEAL LINEN INC	Water Fund MOPS AND MATS	Water Treatment 11179839	Public Works 07/11/2023	19.65	
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund	Water Treatment 6516479	Public Works 07/06/2023	690.05	
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund	Water Treatment 6516479	Public Works 07/06/2023	2,000.00	
Total Water Treatment:				3,432.70	
08-52-52-43-383 Water Testing Services NE PUBLIC HEALTH ENVIRONMENT	Water Fund COLIFORM	Distribution 566785	Public Works 07/11/2023	269.00	
08-52-52-44-489 NRCNTSVC-Other Mach, Equip VERNON MANUFACTURING CO INC	Water Fund FACTORY REPAIR	Distribution 19702	Public Works 07/03/2023	180.00	
08-52-52-45-544 Small Tools, Equipment FARM PLAN	Water Fund SMALL TOOLS/EQUIP	Distribution 51171818	Public Works 07/12/2023	28.88	
Total Distribution:				477.88	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Public Works:				3,910.58	
Total Water Fund:				3,910.58	
Golf Course					
21-71-75-44-431 Legal, Public Notices	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	150266	07/05/2023	41.69	
21-71-75-44-431 Legal, Public Notices	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	150283	07/12/2023	7.41	
21-71-75-44-433 Other Advertising Services	Golf Course	Golf Course	Cultural and Leisure		
KCOW-AM	WEINER WEDNESDAY RADIO ADVE	IN-1230644029	06/30/2023	605.00	
21-71-75-44-451 Telephone Line Expense	Golf Course	Golf Course	Cultural and Leisure		
MOBIUS COMMUNICATIONS CO.	308-762-7069	150236	07/01/2023	79.38	
21-71-75-44-479 CNTSVC Other	Golf Course	Golf Course	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	CONTRACT LANDSCAPING	150293	07/24/2023	500.00	
21-71-75-45-511 Office Supplies	Golf Course	Golf Course	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	MARKERS	0122339-001	07/07/2023	11.51	
21-71-75-45-511 Office Supplies	Golf Course	Golf Course	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	MARKERS	0122306-001	07/05/2023	63.31	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51167735	07/03/2023	.99	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51168668	07/05/2023	44.23	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51167735	07/03/2023	9.00	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322758	07/10/2023	455.85	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322758	07/10/2023	6.76	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322722	06/28/2023	431.60	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	MAINTENANCE SHOP FUEL	U3322759	07/10/2023	285.12	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
KOKE'S AUTO FARM TRUCK INC	PARTS	714621	07/12/2023	14.98	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	BATTERY	834007366	07/20/2023	11.54	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
MASEK DISTRIBUTING INC.	PARTS	23-02279	04/14/2023	26.53	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3322723	06/28/2023	740.78	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3322760	07/10/2023	506.30	
21-71-75-45-557 Cart Barn Fuel	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	154087	07/11/2023	69.95	
21-71-75-45-561 Bldg Maintenance Material	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	PAINT	20563/1	07/12/2023	54.99	
21-71-75-45-566 Sand	Golf Course	Golf Course	Cultural and Leisure		
PJ SAND & GRAVEL LLC	39.87 TON OF SAND DELIVERED	504772	07/17/2023	808.70	
21-71-75-45-574 Misc Grounds Maintenance	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	MISC. GROUNDS	51171016	07/11/2023	77.83	
21-71-75-45-574 Misc Grounds Maintenance	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	MISC GROUNDS	51175073	07/20/2023	2.81	
21-71-75-45-574 Misc Grounds Maintenance	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	MISC. GROUNDS	51175073	07/20/2023	6.18	
21-71-75-45-575 Fertilizer	Golf Course	Golf Course	Cultural and Leisure		
LL JOHNSON DIST CO	AQUARITIN FERTILIZER	1151836-00	06/26/2023	676.82	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-45-576 Herbicides, Pesticides JIRDON AGRI CHEMICALS INC	Golf Course TRIMEC	Golf Course 82-32419	Cultural and Leisure 07/05/2023	139.82	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 1954	Cultural and Leisure 07/11/2023	102.39	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 0024	Cultural and Leisure 06/29/2023	14.19	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 0223	Cultural and Leisure 06/30/2023	23.72	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 0770	Cultural and Leisure 07/03/2023	39.90	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 0225	Cultural and Leisure 06/30/2023	95.86	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 1419	Cultural and Leisure 07/11/2023	31.59	
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 0225	Cultural and Leisure 06/30/2023	54.80	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1177475	Cultural and Leisure 07/06/2023	88.36	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1177475	Cultural and Leisure 07/06/2023	125.10	
21-71-75-46-625 Concession Supplies PEPSI COLA OF WESTERN NEBRA	Golf Course PEPSI PRODUCTS	Golf Course 5100115939	Cultural and Leisure 07/07/2023	154.78	
21-71-75-46-625 Concession Supplies PEPSI COLA OF WESTERN NEBRA	Golf Course PEPSI PRODUCTS	Golf Course 5100115939	Cultural and Leisure 07/07/2023	105.70	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course TILT PRO BALLS	Golf Course 916031095	Cultural and Leisure 06/27/2023	511.80	
21-71-75-46-627 Special Order Costs MIZUNO USA INC	Golf Course SPECIAL ORDER SPENCER BROW	Golf Course 8098153 RI	Cultural and Leisure 07/12/2023	815.34	
21-71-75-46-627 Special Order Costs MIZUNO USA INC	Golf Course SPECIAL ORDER DAULTON	Golf Course 8096472 RI	Cultural and Leisure 07/11/2023	615.08	
21-71-75-46-627 Special Order Costs MIZUNO USA INC	Golf Course SPECIAL ORDER BREXTON	Golf Course 8096473 RI	Cultural and Leisure 07/11/2023	905.22	
21-71-75-46-627 Special Order Costs VW GOLF INC	Golf Course TAG FOR LANNIE SHELMAINE	Golf Course 71647	Cultural and Leisure 06/29/2023	83.64	
21-71-75-46-627 Special Order Costs ACUSHNET COMPANY	Golf Course SPECIAL ORDER JAKE ANDERSON	Golf Course 916107983	Cultural and Leisure 07/10/2023	1,169.41	
21-71-75-46-627 Special Order Costs ACUSHNET COMPANY	Golf Course SPECIAL ORDER TIMBERS	Golf Course 916020961	Cultural and Leisure 06/26/2023	150.50	
21-71-75-46-627 Special Order Costs ACUSHNET COMPANY	Golf Course SPECIAL ORDER STEVE MUNDT	Golf Course 916045592	Cultural and Leisure 06/28/2023	263.70	
Total Golf Course:				11,030.16	
Total Cultural and Leisure Services:				11,030.16	
Total Golf Course:				11,030.16	

Airport

22-41-43-44-483 NRCNTSVC-Building Public Wrks BENZEL PEST CONTROL INC	Airport AIRPORT QUARTERLY PEST CONT	Airport Operations 171509	Airport 07/17/2023	125.00	
22-41-43-44-483 NRCNTSVC-Building Public Wrks K. L. WOOD & COMPANY LLC	Airport MAINTENANCE TO POSTS	Airport Operations 6699	Airport 07/12/2023	799.80	
22-41-43-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Airport OFFICE SUPPLIES	Airport Operations 0122475-001	Airport 07/24/2023	16.76	
22-41-43-45-544 Small Tools, Equipment FYR-TEK INC	Airport ARFF SUIT TYLER GILMORE	Airport Operations 18674-1	Airport 07/10/2023	822.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
22-41-43-45-575 AOA Ground Maintenance PROLINE WEST, INC.	Airport PAINTING OF MARKINGS ON RUNW	Airport Operations 1198	Airport 07/12/2023	1,518.00	
22-41-43-45-575 AOA Ground Maintenance PROLINE WEST, INC.	Airport PAINTING MARKINGS ON RUNWAY	Airport Operations 1198	Airport 07/12/2023	20,351.58	
22-41-43-59-915 Capital Outlay-Buildings K. L. WOOD & COMPANY LLC	Airport INSTALL STEEL BEAMS WAREHOU	Airport Operations 6697	Airport 07/12/2023	15,996.00	
Total Airport Operations:				39,629.64	
Total Airport:				39,629.64	
Total Airport:				39,629.64	
Public Transit Fund					
23-72-71-42-294 Conferences, Cont Education PAIGE POHLMAN	Public Transit Fund MILEAGE REIMBURSEMENT	Transit - Administration 150290	Public Works 07/17/2023	348.06	
23-72-71-44-441 Utilities Reimbursed CITY OF ALLIANCE	Public Transit Fund	Transit - Administration 14595	Public Works 07/10/2023	2,149.55	
23-72-71-45-526 Other Nonoperating Sup/Expense ACR GLASS	Public Transit Fund PUBLIC TRANSIT DOOR	Transit - Administration 81898	Public Works 07/14/2023	80.00	
23-72-71-45-526 Other Nonoperating Sup/Expense IDEAL LINEN INC	Public Transit Fund TOWELS	Transit - Administration 11179837	Public Works 07/11/2023	50.83	
23-72-71-45-526 Other Nonoperating Sup/Expense O'REILLY AUTO PARTS	Public Transit Fund PARTS	Transit - Administration 6010-176565	Public Works 07/04/2023	169.40	
Total Transit - Administration:				2,797.84	
Total Public Works:				2,797.84	
Total Public Transit Fund:				2,797.84	
Street Fund					
24-41-41-44-441 Electricity COA UTILITIES	Street Fund ELECTRIC	Streets 07-06-2023 UTI	Public Works 07/06/2023	164.80	07/18/2023
24-41-41-45-526 Other Supplies IDEAL LINEN INC	Street Fund MOPS AND MATS	Streets 11179839	Public Works 07/11/2023	19.65	
24-41-41-45-563 Cleaning Supplies IDEAL LINEN INC	Street Fund TOWELS	Streets 11180827	Public Works 07/18/2023	50.83	
24-41-41-45-564 Concrete CROELL REDI MIX INC	Street Fund	Streets 738572	Public Works 06/13/2023	215.24	
24-41-41-45-564 Concrete CROELL REDI MIX INC	Street Fund	Streets 738572	Public Works 06/13/2023	1,237.76	
24-41-41-45-564 Concrete CROELL REDI MIX INC	Street Fund CREDIT	Streets 712782CR	Public Works 03/27/2023	749.00-	
24-41-41-45-564 Concrete CROELL REDI MIX INC	Street Fund CREDIT	Streets 710547	Public Works 03/08/2023	3,204.13-	
24-41-41-45-564 Concrete CROELL REDI MIX INC	Street Fund	Streets 738032	Public Works 06/12/2023	5,646.00	
24-41-41-45-565 Signs BARCO MUNICIPAL PRODUCTS INC	Street Fund Street signs and posts	Streets IN-246797	Public Works 07/11/2023	12,656.33	
24-41-41-45-576 Herbicides, Pesticides CRANMORE LAWN & LAND SERVIC	Street Fund SPRAYING	Streets STREETS 202	Public Works 07/14/2023	4,877.00	
Total Streets:				20,914.48	
Total Public Works:				20,914.48	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Street Fund:				20,914.48	
Economic Development Fund					
35-61-64-43-313 Other Attorney Fees - ED SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop CRA	Economic Development Support 807276	Community Develop 06/30/2023	325.00	07/18/2023
35-61-64-43-313 Other Attorney Fees - ED SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop BLOMENKAMP INVESTMENTS/TIF	Economic Development Support 807275	Community Develop 06/30/2023	455.00	07/18/2023
35-61-64-43-313 Other Attorney Fees - ED SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop PRAIRE SKY SEED/LB840 APPLICA	Economic Development Support 807276	Community Develop 06/30/2023	40.50	07/18/2023
Total Economic Development Support:				820.50	
Total Community Development:				820.50	
Total Economic Development Fund:				820.50	
Adminstration Internal Service					
51-13-13-44-423 Database Subscriptions PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1507112	Personnel 07/21/2023	2,374.70	
Total Personnel:				2,374.70	
Total Personnel:				2,374.70	
51-14-14-43-311 City Attorney Retainer SIMMONS OLSEN LAW FIRM, P.C.	Adminstration Intern RETAINER	Legal 807024	Legal 06/30/2023	5,800.00	07/18/2023
51-14-14-43-311 City Attorney Retainer SIMMONS OLSEN LAW FIRM, P.C.	Adminstration Intern DISBURSEMENTS	Legal 807024	Legal 06/30/2023	478.70	07/18/2023
51-14-14-43-313 Other Attorney Fees SANTANGELO LAW OFFICE, P.C.	Adminstration Intern LOGO	Legal 78874	Legal 06/30/2023	300.00	
51-14-14-43-313 Other Attorney Fees SANTANGELO LAW OFFICE, P.C.	Adminstration Intern SLOGAN AND LOGO	Legal 78875	Legal 06/30/2023	150.00	
51-14-14-43-315 City Prosecutor SIMMONS OLSEN LAW FIRM, P.C.	Adminstration Intern 2023 PROSECUTIONS	Legal 807027	Legal 06/30/2023	812.50	07/18/2023
51-14-14-43-315 City Prosecutor SIMMONS OLSEN LAW FIRM, P.C.	Adminstration Intern DISBURSEMENTS	Legal 807027	Legal 06/30/2023	70.74	07/18/2023
Total Legal:				7,611.94	
51-14-16-47-731 Employee Bonds GREGORY'S INSURANCE (FNIC)	Adminstration Intern NOTARY BOND	Risk Management 1702155	Legal 07/12/2023	50.00	
51-14-16-47-733 Unemployment Compensation NEBRASKA UC FUND	Adminstration Intern BENEFIT CHARGES	Risk Management JULY 2023	Legal 07/11/2023	1,654.62	
Total Risk Management:				1,704.62	
Total Legal:				9,316.56	
51-17-17-44-451 Telephone Line Expense CHARTER COMMUNICATIONS	Adminstration Intern 8356 15 100 0175004	MIS 017500407152	Technology 07/15/2023	15.82	
51-17-17-44-457 Internet Operating Expense TELECOM WEST INC	Adminstration Intern WIRELESS INTERNET - LANDFILL	MIS 150226JUL	Technology 07/02/2023	80.50	
51-17-17-44-457 Internet Operating Expense TELECOM WEST INC	Adminstration Intern WIRELESS INTERNET - MUNI BLDG	MIS 150227JUL	Technology 07/02/2023	49.95	
51-17-17-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Adminstration Intern OFFICE SUPPLIES	MIS 0122413-001	Technology 07/17/2023	25.72	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
51-17-17-59-942 Computer System	Administration Intern MIS		Technology		
CDW GOVERNMENT INC	APC Replacement Battery cartridge #	KQ18099	07/10/2023	891.34	
Total MIS:				1,063.33	
Total Technology:				1,063.33	
51-21-21-44-431 Legal, Public Notices	Administration Intern Accounting		Finance		
ALLIANCE TIMES HERALD	CITY CLAIMS	150277	07/12/2023	17.78	
51-21-21-45-512 Computer Supplies	Administration Intern Accounting		Finance		
AMY WAGNER	REIMBURSEMENT	150291	07/25/2023	12.27	
51-21-21-45-541 Office Furniture, Equipment	Administration Intern Accounting		Finance		
AMY WAGNER	REIMBURSEMENT	150291	07/25/2023	128.39	
51-21-21-45-541 Office Furniture, Equipment	Administration Intern Accounting		Finance		
AMY WAGNER	REIMBURSEMENT	150291	07/25/2023	106.99	
51-21-21-45-541 Office Furniture, Equipment	Administration Intern Accounting		Finance		
AMY WAGNER	REIMBURSEMENT	150291	07/25/2023	62.05	
Total Accounting:				327.48	
Total Finance:				327.48	
Total Administration Internal Service:				13,082.07	
Enterprise Internal Service					
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S Utility Customer Service		Finance		
MIDWEST CONNECT LLC	INK CARTRIDGES	557812	07/06/2023	305.00	
55-21-23-44-461 PMCNTSVC-Office Mach, Equip	Enterprise Internal S Utility Customer Service		Finance		
PITNEY BOWES INC	EQUIPMENT SERVICE AGREEMEN	1023408930	06/30/2023	1,056.00	
55-21-23-44-479 CNTSVC Other	Enterprise Internal S Utility Customer Service		Finance		
PAYMENT SERVICE NETWORK INC	GATEWAY FEE	278951	07/03/2023	74.95	07/19/2023
Total Utility Customer Service:				1,435.95	
Total Finance:				1,435.95	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S Warehouse		Utilitiy Superintenden		
IDEAL LINEN INC	MOPS AND MATS	11179839	07/11/2023	38.30	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NE SAFETY & FIRE EQUIPMENT IN	FIRE ALARM INSPECTION	113826	07/14/2023	150.00	
55-51-56-45-511 Office Supplies	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0122419-001	07/17/2023	53.78	
55-51-56-45-511 Office Supplies	Enterprise Internal S Warehouse		Utilitiy Superintenden		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003945	07/17/2023	115.29	
55-51-56-45-511 Office Supplies	Enterprise Internal S Warehouse		Utilitiy Superintenden		
WYOMING FIRST AID & SAFETY SU	FIRST AID SUPPLIES	80003945B	07/17/2023	59.88	
Total Warehouse:				417.25	
Total Utilitiy Superintendent:				417.25	
Total Enterprise Internal Service:				1,853.20	
Health Care Internal Service					
57-81-81-47-737 Taxes, Governmental Fees	Health Care Internal Health Support		Personnel		
INTERNAL REVENUE SERVICE	PCORI FEE 2021-2022	2023 PCORI	07/11/2023	337.58	07/18/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
Total Health Support:				337.58	
Total Personnel:				337.58	
Total Health Care Internal Service:				337.58	
Grand Totals:				1,264,640.87	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Cemetery Certificate

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 ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

Barbara Arnold

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

Southeast Quarter (SE ¼) Lot Nineteen (19), Section Five (5), Block Ten (10);
according to the recorded plat thereof.

TO HAVE AND TO HOLD the said lot to the purchaser and assigns forever, for the burial or interment of the body or bodies of deceased persons only; the said purchaser to have only such rights as to the use, improvement 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 does hereby covenant with the said Box Butte County 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 here by covenant 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 City Clerk and its corporate seal to be affixed hereto all on the 18th day of October, 2022.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

Cemetery Certificate

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 ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

Terry S. Weisgerber

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

Southeast Quarter (SE ¼) Lot One (1), Section Three (3), Block Three (3);
according to the recorded plat thereof.

TO HAVE AND TO HOLD the said lot to the purchaser and assigns forever, for the burial or interment of the body or bodies of deceased persons only; the said purchaser to have only such rights as to the use, improvement 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 does hereby covenant with the said Box Butte County 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 here by covenant 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 City Clerk and its corporate seal to be affixed hereto all on the 1st day of August, 2023.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

RESOLUTION NO. 23-56

WHEREAS, The City of Alliance operates the Alliance Police Department;

WHEREAS, The Police Department Repeater on the BBGH Tower power supply failed and cannot be replaced due to age and supply availability; and

WHEREAS, The repeater is a vital piece of equipment to keep the radio signal connection for Emergency Management Teams;

and

WHEREAS, A capital budget transfer in the amount of \$11,700 from Capital Outlay – Mach Equipment # 01-37-35-59-950 to NRCNTSVC – Communication Equipment # 01-37-35-44-484 is for the emergency replacement of the repeater.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, authorizes a capital budget transfer in the amount of \$11,700 from Capital Outlay – Mach Equipment # 01-37-35-59-950 to NRCNTSVC – Communication Equipment # 01-37-35-44-484 for the purchase of the Police Department Repeater.

PASSED AND APPROVED this 1st day of August, 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.:

Emergency replace of the PD repeater on the BBGH Tower. On July 19, the power supply failed on the existing repeater. Due to the age, replacement power supplies are not available. Received quote from Action Comm. for new repeater and installation. Quote attached. Using unexpended funds from other radio project. *Action Comm. is our preferred vendor*

<u>Account Name</u>	<u>Account Number</u>	<u>Amount of Transfer (Hundreds of Dollars)</u>	<u>Amended Budget</u>
From Account (s):			
Capital Outlay-Mach Equipment	01-37-35-59-950	\$11,700	\$34,870.00
To Account (s):			
NRCNTSVC-Communications Equip	01-37-35-44-484	\$11,700	\$12,200.00

Requested by 
Troy Shoemaker, Fire Chief

Date 7/26/2023

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.

City Treasurer

 7/26/23
City Manager

INTERNAL USE	
Date Transfer Completed	_____
Transfer Completed By	_____
Reference#	_____



Action Communications, Inc.
 315 W. 27th Street
 Scottsbluff, NE 69361
 308-632-7836

Quote

Date	Quote #
7/21/2023	1567

Name / Address
Alliance Police Dept. PO Box D Alliance, NE 69301

Rep	Project
TM	

Item	Description	Qty	U/M	Cost Each	Total
T8319A	SLR8000 Base Radio	1	EA	5,425.00	5,425.00
CA02962AA	ADD: UHF1 (400-470 MHz)	1	EA	5,006.00	5,006.00
CA02989AA	ADD: PRESELECTOR, UHF (350-470MHZ)	1	EA	603.00	603.00
Labor	Install repeater and check antenna and line	1		275.00	275.00
Travel	Travel time	2		125.00	250.00
Mileage	Mileage	110		1.00	110.00

Subtotal	\$11,669.00
Sales Tax (7.0%)	\$0.00
Total	\$11,669.00

Thank you for the opportunity to quote the above materials. This quote is valid for 90 days.

Phone #	Fax #
(308) 632-7836	(308) 632-5684

Signature _____

Narrative

August 1, 2023



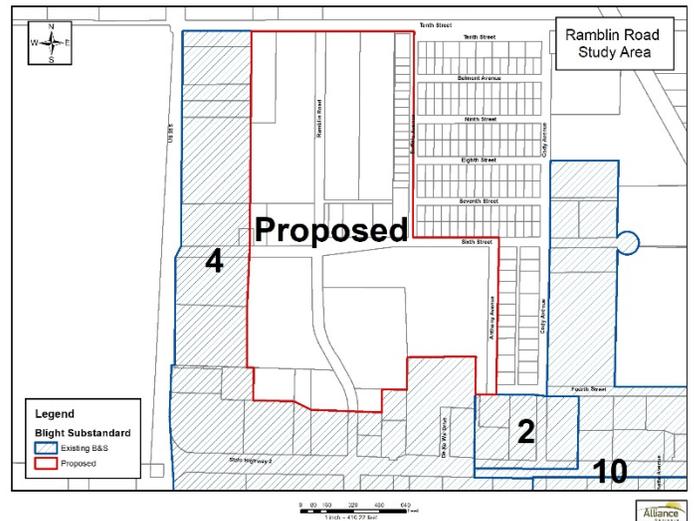
RESOLUTION – RAMBLIN ROAD BLIGHTED AND SUBSTANDARD STUDY

The Alliance Community Redevelopment Authority at its meeting of June 1, 2023 approved to recommend to the City Council the adoption of a Blighted and Substandard Study (the “Study”) for an area designated as ‘Ramblin Road’. It was determined that this 60.8 acre area, which is shown in the image to the right, met the minimum requirements to receive this designation due to the conditions of infrastructure, average structure age, undeveloped infrastructure, and overall underdevelopment of the area.

The Planning Commission held a public hearing at their July 11, 2023 meeting and concurred that the Study showed the existence of Blighted and Substandard conditions and voted to recommend

to the City Council to accept the Study and to include the Ramblin Road area as a Blighted and Substandard District of the City of Alliance. City Staff is of the opinion that the Study and adoption of this area as Blighted and Substandard supports the goals and objectives of the City of Alliance Comprehensive Plan.

This area represents approximately 1.9% of the total acreage of the City corporate limits, and if adopted would bring the total area of the City of Alliance designated as Blighted and Substandard to 500.1 acres or 15.9%, well below the allowable 35% provided by state statute.



RECOMMENDATION: APPROVE RESOLUTION ACCEPTING THE RAMBLIN ROAD BLIGHTED AND SUBSTANDARD STUDY AND CREATE THE ASSOCIATED BLIGHTED AND SUBSTANDARD DISTRICT WITHIN THE CITY OF ALLIANCE

RESOLUTION 23-57

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

RECITALS:

- a. Certain conditions exist in the “Redevelopment Area” (as defined below), as evidenced by the Blight & Substandard Study, Ramblin Road, City of Alliance, Nebraska, dated May 3, 2023 (the “Study”), which is incorporated into this Resolution by this reference.
- b. The “Redevelopment Area” encompasses the following area in Alliance, Nebraska: The area bound by West 3rd Redevelopment District on the west and south, 10th Street to the north, and Anthony and Buffalo Avenues on the east.
- c. At the City Council meeting on July 18, 2023, a public hearing was held to determine whether the Redevelopment Area should be declared substandard and blighted and in need of redevelopment, as required by the Nebraska Community Development Law (the “Act”). At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as substandard and blighted and in need of redevelopment.
- d. The City Council considered the Study, the comments at the public hearing, and the recommendation of the Planning Commission in determining whether to declare the Redevelopment Area as substandard and blighted and in need of redevelopment according to the Act.

RESOLVED:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.
2. The Redevelopment Area is declared to be substandard and blighted and in need of redevelopment according to the Act.
3. This resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on the 1st day of August, 2023

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Blight and Substandard Study
Ramblin Road
City of Alliance, Nebraska

November 16, 2016

Updated May 3, 2023

Introduction

Background

The term “blighted and substandard” is a legal definition and not a label placed on a neighborhood. For example the entire downtown in Alliance is a Blighted and Substandard area. Why these terms were used is unclear. What is clear is that the designation opens the door for stimulating new development, redevelopment, and allowing developers, in fact all citizens, the ability to make significant public improvements related to their projects. The mechanism allows property owners the use of real estate property taxes (normally paid to other government agencies) for improvements including land acquisition and site preparation. Tax money can be used up to 15 years for this purpose.

This designation allows the use of most of the new taxes generated by way of redevelopment. An owner pays the property tax but it is “refunded” for the purpose of land acquisition, site preparation, and placing public improvements on the site. The program has worked well in Alliance with it most recently being used for the Pepsi Cola distribution warehouse and the West Plains Grain loading facility. So while the term may seem objectionable the results can be very positive for the entire community.

The Nebraska Unicameral enacted legislation which addressed the existence of areas within communities that needed incentives to redevelop. These areas tended to be older and out of date. Oftentimes, spotty improvements have been made but the general condition is not conducive to the expansion of existing businesses or attractive to new development and investment. On its face this appears to be true of the Ramblin Road corridor so a decision was made to give the area a closer look.

Like other areas designated as Blighted and Substandard, certain parts of the Study Area have not kept pace with overall community standards. Portions of the area have remained unimproved or undeveloped since annexation and other parts have deteriorated to a point where some added incentives are needed to recover. The Community Development Law enables cities to take steps to address these forms of decline through acquisition, clearance, and disposition of property for redevelopment, or through the conservation and rehabilitation of property.

This study examines existing conditions of land use, buildings, infrastructure, development patterns, and general health and safety welfare aspects within the designated study area in the City of Alliance. This has been done in an effort to determine its eligibility for redevelopment activities. The area for analysis is generally in the west portion of the city along the Ramblin Road corridor. A number of opportunities for redevelopment exist along and adjacent to this corridor allowing the community to overcome some of the challenges in the proposed Study Area.



Generally the corridor has few long standing, successful businesses and investment has been scattered and extremely slow. It is not on par with the overall community's growth and level of private investment. The corridor is adjacent to the West Alliance Redevelopment District which over the past decade has seen limited new investment and rehabilitation however even in these already improved areas structures remain in need of upgrading and redevelopment. There appears to be an excellent opportunity to provide incentives triggering new activity where adequate market forces are not present to move development in a positive direction.

Nebraska Revised State Statutes

Nebraska's Community Development Law clearly provides guidelines for communities to address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas as well as the prevention and elimination of substandard and blighted areas. This tool is provided in Neb Rev Stat §§18-2101 to 18-2154.

The law states that there are a number of reasons an area goes beyond remedy and control *solely by the regulatory process and cannot be dealt with effectively by ordinary police powers or ordinary operation of private enterprise* without aid. Such things as overcrowding, unsafe, unsanitary conditions, inadequate planning, lack of proper light, air and open space, defective design and arrangement of buildings, faulty street layout and economically undesirable land uses are among the reasons.

The law goes on to provide the city with the ability to declare an area blighted and substandard then create a workable program to utilize private and public resources to address specific conditions to be improved. The statute provides a means for the governing body to address and develop strategies for rehabilitation and redevelopment of the community. The main substance of a workable program is an adopted redevelopment plan for the defined area based in part on an adopted comprehensive plan.

The statute is contained in Appendix “A” of this report.

Purpose of the Study

Implementing this strategy for the designated Study Area is intended to give the Community Redevelopment Authority and City Council a basis for determining the existence of blight and substandard conditions within the delineated Study Area. The general area considered for inclusion in the Study Area is shown on the *Ramblin Road Redevelopment Area* map on page 3 of this report. The area can generally be described to include land bound by West 3rd Redevelopment District on the west and south, 10th Street to the north, and Anthony and Buffalo Avenues on the east.

The study looks at existing land-uses, platting, structures and infrastructure systems to determine whether the study area or a part thereof meets the statutory requirements for the designation as a Blighted and Substandard Area. With the growing interest and use of this valuable tool the State has taken an increased interest in assuring all using the tool to use it in accordance with the statutes. For this reason it is imperative the City of Alliance closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this study will serve to guide the general redevelopment. The approved Comprehensive Plan and the companion Blighted and Substandard Study will present appropriate land uses, strategies for improved traffic circulation, economic development activities, utilities, and other improvement in accordance with the law. The requirements for detailed planning beyond the Comprehensive Plan treatment include but should not be limited to:

1. Boundaries of the area, existing land use, and condition of improvements
2. A land-use plan
3. A map showing population density, land coverage, and building concentrations
4. An outline of proposed changes in ordinance, layout, or other related ordinances
5. A site plan of the area
6. A statement outlining any additional public facilities or utilities required to support new land uses after redevelopment.

The Blighted and Substandard study highlights locations and opportunities for improvement and revitalization.

Once the area is designated the City can guide future development in this area and provide financial incentive for development. Using the Nebraska Community Development Law, the city can reduce or eliminate factors impeding redevelopment and implement programs or projects to improve conditions and minimize the negative impacts of blight and substandard conditions.

Substandard and Blight Eligibility Analysis

Alliance Designated Study Area

The City selected the designated Study Area for evaluation to be within the corporate limits. The area is primarily unimproved lands. This particular area was selected for several reasons:

1. The area has largely remained an inactive corridor even after annexation.
2. There is a need to improve infrastructure due to substandard existing conditions.
3. There is obvious economic decline and functionally obsolete uses within the area.
4. There was the presence of blighted and substandard characteristics within the area.
5. A need was apparent for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support private redevelopment efforts.

The City is in a position to remove negative factors and implement programs and projects to improve conditions thereby removing the blighted and substandard conditions. This not only benefits the corridor/study area but the entire community through private reinvestment and enhanced quality of life.

Substandard and Blight Conditions Definition and Explanation

Blighted and Substandard are Statutorily Defined in §18-2103 as:

(10) Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

(11) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;

Substandard Area Designation Criteria

By statute a substandard area means one where a predominance of building or improvements (residential or nonresidential) having one or more of the following characteristics:

1. Dilapidating or deteriorated
 - a. Unacceptable standard for walls, foundation, roof, gutters, roof, surface, chimney, fire escapes, weatherizing, steps, exterior paint and site conditions. Chipping, cracks, loose components, missing pieces, sags and other signs of substandard condition all qualify for this condition.
2. Age (obsolescence)
 - a. A 40 plus year criteria was used for estimate
3. Inadequate ventilation, light, air, sanitation, or open spaces
 - a. Things like junked cars and other accumulated debris, antiquated infrastructure, unpaved parking, outdoor storage
4. Other conditions
 - a. High density population or overcrowding (census)
 - b. Other conditions which could be unsafe or unsanitary endangering life or property.
 - c. Any combination of factors conducive to poor health, disease, mortality, delinquency or crime. Any combination that is detrimental to public health, safety, morals or welfare. This may include inadequate infrastructure as well as statistical data.

Blighted Area Designation Criteria

The area designation is based on a number of criteria or indicators of substandard conditions. These are specified in the law and outlined here:

1. The presence of a substantial number of deteriorated or deteriorating structures. This takes the form of structural problems, exterior paint, cracks, chimney, site conditions, roof and similar problems with the building.
2. Existence of a defective or inadequate street layout. This includes dead ends, railroad crossings, linear downtown, narrow alleys and blind crossings.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness. Such things as landlocked parcels, odd shaped lots, undersized lots and accessibility problems.
4. Unsanitary or unsafe conditions. Examples here include age and physical condition of structures, flood plain, and lack of public infrastructure, unsanitary conditions, and ventilation.
5. Deterioration of site or other improvements. Such things as off street parking, storm drainage, junk cars, dilapidated structures, debris and on-site storage are examples.
6. Diversity of ownership. This condition exists when numerous lots are needed to develop to up to date standards. Assemblage is difficult without some form of public assistance.
7. Tax or special assessment delinquency exceeding the fair value of the land.
8. Defective or unusual conditions of title. Liens, improper filings
9. Improper subdivision or obsolete platting. Examples include undersized lots, improper zoning, lot configuration, easements and accessibility are problems that often are present.
10. The existence of conditions which endanger life or property by fire or other causes. Such things as inoperative infrastructure, site access, on-site storage, secluded areas for pests to thrive, poor surface drainage, and poor street and sidewalk condition are examples.
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability. Here incompatible land uses, obsolescence and inability for a property to compete in the market place.
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - a. Unemployment in the area at least 100% of state or national average census data
 - b. The average age of residential and commercial units is over 40 years as determined by field observations
 - c. More than half of the plotted/subdivided property has been unimproved for 40 years using public record
 - d. Per capita income of the area is lower than the average of the city from census data.
 - e. The area has a stable or declining population based on the last two decennial censuses.

Structural Condition

Structural conditions were evaluated using the U.S. Department of Housing and Urban Development standard definitions:

No Problem

- No structural or aesthetic problems are visible

Adequate Condition

- Slight damage to porches, steps, roofs
- Slight wearing of mortar between bricks/stone/block
- Small cracks in walls or chimneys
- Cracked windows
- Lack of paint
- Slight wear on steps, doors and frames

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing material in parts of the foundation, walls (1/2 of the wall) or roof (1/4 of the roof)
- Shaky, broken, or missing steps or railings
- Numerous missing and cracked window panes
- Rotted or loose windows or doors no longer water-proof

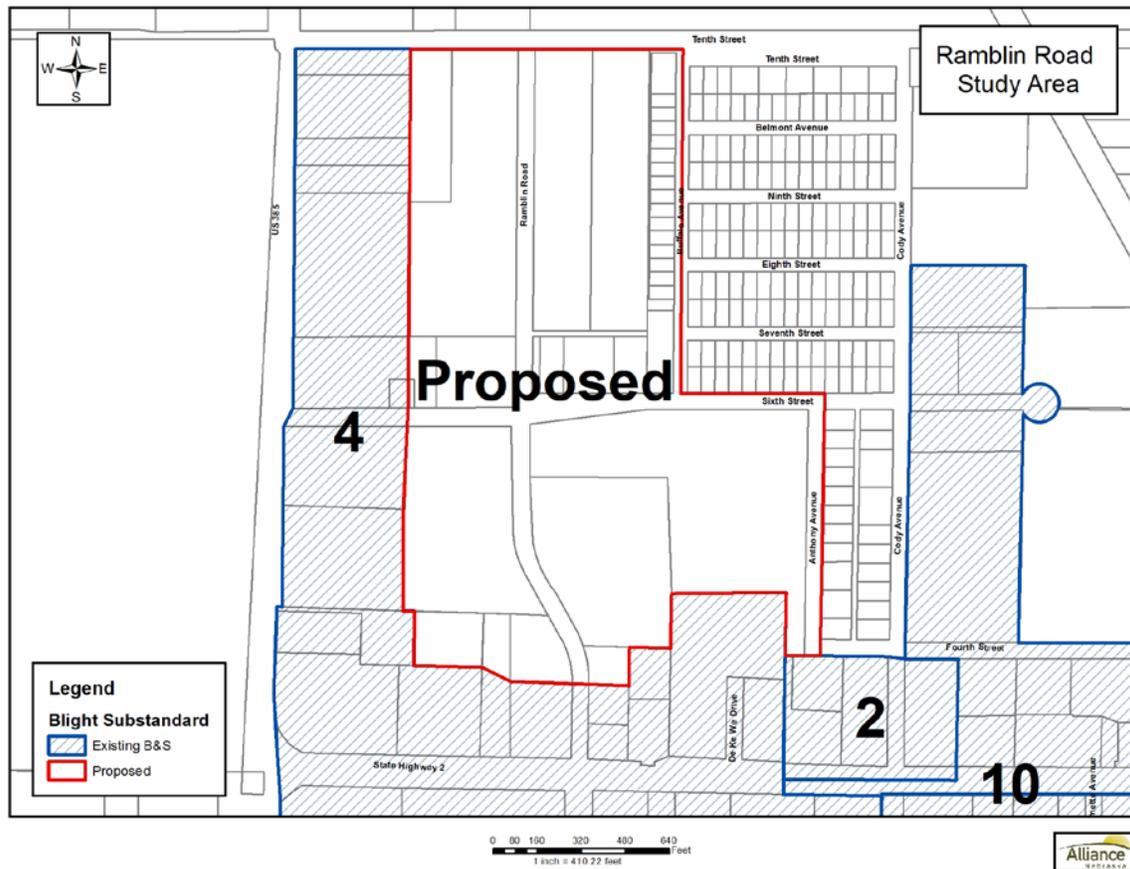
Dilapidated Condition

- Holes, open cracks, rotted, loose or missing material over a large area of the foundation, on wall or on roof
- Substantial sagging of roof, floors, or walls
- Extensive fire, flood, or storm damage
- Inadequate original construction such as building elements made of scrap materials or conversion of structures not adequate for housing.

Analysis of Study Area

Proposed Blighted Area

The following map delineates the Study Area and will by reference apply to this entire report. Solid red lines are the Study Area boundary. This Study Area's west and south borders co-terminates with two existing Blighted and Substandard area (the West Alliance Redevelopment Area, and Third & Cody Redevelopment Area). The adjacent portions of those areas are illustrated in blue hatch lines on the map.



The total acreage within the City of Alliance corporate limits is 3137 acres. Currently the city has 439.3 acres designated as “Blighted and Substandard” which is slightly less than 14% of the City’s total acreage. The proposed additional “Blighted and Substandard” area consists of 60.8 acres. Adding this proposed area to the existing “Blighted and Substandard” area brings the total Blighted and Substandard area to 500.1 acres or 15.9% of the total area of the City of Alliance. This remains well within the allowed 35% providing future opportunity to add more.

Findings and Contributing Factors

The intent of this study is to determine if the subject area has experienced structural and site deterioration or if there are other negative factors which are decreasing the potential to develop. The field survey work was done in October of 2016 and updated in May of 2023 and supported initial impressions that the area was stagnant and portions had in generally declined below community standards. What follows are the factors evaluated to determine if there is a reasonable presence of blight and substandard conditions within the designated area. This section reviews the building and structure conditions, infrastructure,

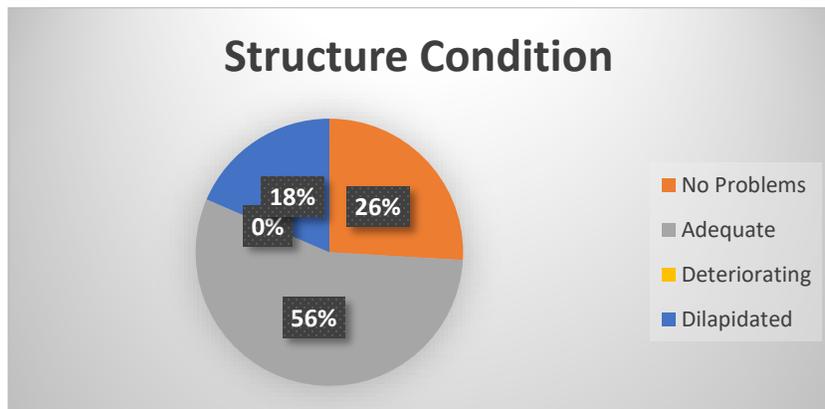
and land use found in the area based on statutory definitions, observations and explains the identified contributing factors.

As set forth in Nebraska legislation a blighted area means an area which by reason of the presence of:

Substantial Number of Deteriorated or Deteriorating Structures

Exterior Inspection of Buildings

There were a total of 28 structures evaluated using the Blighted and Substandard criteria as described on page 8 of this report. Only the primary structures were evaluated under the Blighted and Substandard definition. If outbuildings or other structures were present they were not included in the survey. Thus the boundary for the Blighted and Substandard designation includes 28 buildings and structures. Field surveys concluded that 7 of the structures had no problems, 15 were adequate, and 5 were dilapidated.



Defective or Inadequate Infrastructure

Inadequate infrastructure, street conditions and accessibility as well as inability to safely move traffic through an area is a contributing factor to the blight and substandard conditions.

Public Utilities

All utilities are sparsely available in the Study Area. Water is provided by the City with an 8" PVC water main along 6th Street, a 10" ductile iron water main along 10th Street, and 6" cast iron water main along Anthony Avenue. Ramblin Road is not serviced directly by water main. There is a trunk sanitary sewer main running along the west and south boundaries but the east and north east portions are lacking sufficient coverage. Electric primary surrounds the area but little has been constructed into the corridor. Storm sewer infrastructure exists only in the far south and east parts of the corridor with the rest

relying solely on ditches to carry the water away from the buildings and roads. These ditches are not connected to a waterway and function as retention areas until ground infiltration and evaporation remove the water.

Street Conditions and Accessibility

The surface condition of roads in the study area vary from good to poor. The surface of Ramblin Road, Anthony, and West 6th have been maintained to City standards and are in very good condition. The southern portion of Buffalo Avenue is in poor condition with a large number of patched potholes. The western portion of 6th Street has been dedicated but not developed. The portion of 6th Street from Ramblin Road to 1st Addition to Hiles Addition does not have curb and gutter. The area is not served by alleys as most of the area is unplatted. The utilities rely on the street ROW that has been dedicated and easements. Tenth street does not have curb and gutter.

The Ramblin Road corridor exhibits several issues that need be addressed.

1. Undeveloped streets are present.
2. Any development will require platting and the extension of City utilities.
3. Storm sewer infrastructure will be necessary to deal with the extra runoff associated with development.
4. Sidewalks have not been constructed in any of the Area.



Intersection of W. 6th Street and Ramblin Road looking west showing the undeveloped portion of W 6th Street.



Intersection of W. 6th Street and Ramblin Road looking east at the portion of roadway constructed without curb and gutter or sidewalks.



W. 4th Street dead ends at its intersection with Anthony Avenue.



Intersection of W. 6th Street and Anthony Avenue showing the filled potholes and new ones forming.

Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Most of the Study Area has never been platted and the majority of the parcels are relatively large. The existing land use of the adjacent parcels as residential may detract from future commercial development in the Study Area. The adjacent parcels have highway frontage but are used for residential purposes despite being rezoned to Highway Commercial. This area has already been declared Blight and Substandard. The subdivision of land that has occurred did so without a master plan or even a conceptual plan of what how the area could be used and subdivided. As a result, land uses and subdivision or parcels are ad hoc and underutilized, and reflect poorly on the neighborhood.

Deterioration of Site or Other Improvements

Debris

Debris typically accumulates on and adjacent to abandoned buildings and unused lots. It was found that Anthony Avenue was accumulating wind swept dirt and debris from the neighboring field, in some instances completely burying the curb and gutter.



Dirt and farm debris burying the curb and gutter along Anthony Avenue.

Dilapidated and Deteriorating Structures

Five of the structures were visually found to be dilapidated or deteriorating. Dilapidated structures are visually unpleasing, present themselves as an attractive nuisance for vandalism and fire, and present a challenge to redevelopment but may also provide an opportunity as a means to redevelop.



Dilapidated house, mobile home, and outbuildings.

Diversity of Ownership

Looking at the property ownership records shows that all of these parcels are owned by different individuals. This underscores the fact that any large scale redevelopment plan of the Study Area will require cooperation by many different people. Any future development or subdivision of land should be accompanied by a concept or plat of how the rest of the parcels could be developed.

Improper Subdivision or Obsolete Platting

Improper Subdivision of Land

Very little of the Study Area has been platted. The subdivisions that have been platted were typically capricious in nature, suited the purpose or needs of the property owner at the time, and did not take in to consideration how the rest of the land could be developed. This type of piecemeal platting typically results in the frontage along major arterials to be developed and leaves the interior space void of any prospects. The lack of development beyond arterial streets may be seen as the result of poor land use planning, poor accessibility, the lack of utilities, and/or the expense to extend the utilities through frontage properties that have already been developed.

The Existence of Conditions which Endanger Life or Property

Sidewalk Conditions

The Study Area is not served by any sidewalks other than along Buffalo Avenue and about 300' along Ramblin Road. City code requires that sidewalks be installed as part of the development or improvement of a property unless the owner shows that there is a hardship not generally shared by other properties within the City. Sidewalks have not been installed on most of the parcels in the Study Area as they have not been developed, however there were multiple developed parcels without sidewalks.

On Site Storage

There were parcels in the Study Area being used for outdoor storage. These locations show storage of outdated or abandoned items as well as the abandonment of materials and equipment once used as part of the business. These findings point to an impediment for development or upgrades in the neighborhood and should be evaluated for removal.



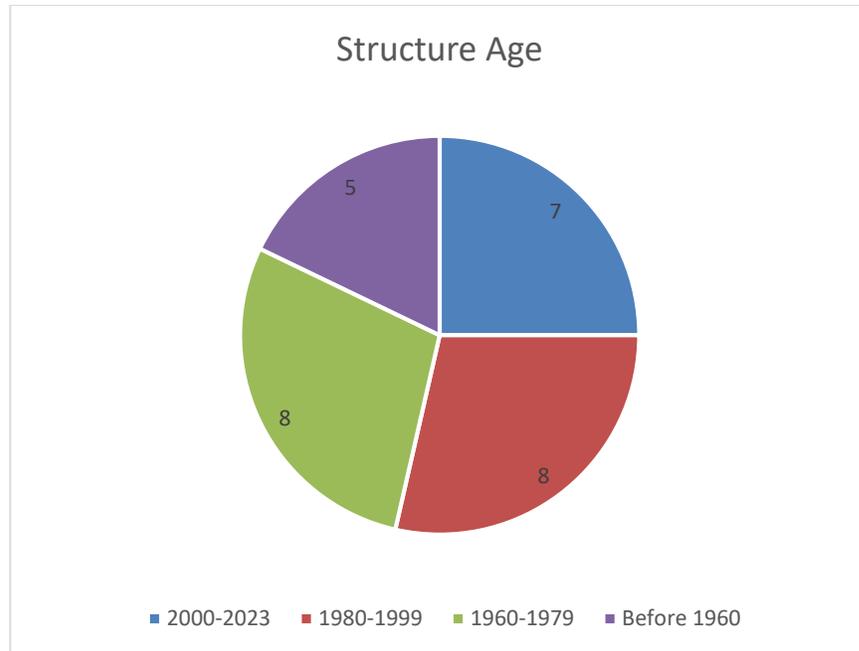
Outside storage along the rear and side fence line.



Outside storage of outdated equipment.

Structure Age

The average age of the structures in the area is 42.03 years. Age of the structures within the designated Study Area is provided through data derived from the Box Butte County Assessor's Office, City of Alliance Community Development Permit Records, and field verification. While it was not possible to verify every structure there was an adequate sample of known ages to determine age through comparison and proximity to other like structures and appearance. Those structures built before 1983 qualify for the 40 years and older structures designation in the State of Nebraska Blight and Substandard Statute.



Analysis using the City of Alliance Community Development permit tracking information was inconclusive for 3 of the structures as they predated detailed file keeping by the City. Other permits like plumbing, electrical, or general construction were found for some of these properties, however, the buildings would have been in place when such permits were issued. Therefore, the project ages reflect a minimum age of each structure and not the actual age.

Conclusion of Blighted and Substandard Analysis

Based on this analysis the Study Area meets the criteria of both blighted and substandard conditions. The area displays the presence of criteria required for the findings of a blighted and substandard condition as defined by the State of Nebraska Legislature.

The primary conditions leading to this conclusion include:

Blighted and Substandard Conditions:

- Five of the total 28 buildings evaluated for the Study Area were deteriorating or dilapidated.
- The street system does not meet acceptable engineering standards.
- The area has numerous lot layout faults in relation to size, adequacy, accessibility or usefulness.
- Inefficient and obsolete platting exists in the area.
- Conditions exist which endanger life or property by other causes.
- Diversity of ownership is present with all of the parcels independently owned. Accumulation of parcels is not occurring.
- The

Blighted conditions that do not appear to be present:

- There are not more than half of the plotted and subdivided property that is unimproved, within the city for forty years and has remained unimproved during that time.
- Conditions existing which are detrimental to the public health, safety, morals and welfare in the present condition with a majority of structures in excess of 40 years old and the population is either stable or declining.

Blighted conditions not evaluated:

- Tax or special assessment delinquency exceeding the fair value of the land.
- Defective or unusual conditions of title.
- Median Household Income below the rest of the City and unemployment more than 100% of the City average.

Substandard conditions not present:

- There did not appear to be areas of excessively high density of population and overcrowding.

Comprehensive Plan

A declaration of blighted and substandard conditions in the Study Area conforms to the City of Alliance Comprehensive Plan. The Study Area is located in an area that qualifies for this declaration. The Comprehensive Plan identifies this area as an employment focused corridor, supporting industrial activity, and an area served by existing infrastructure albeit very poorly. While identified as an industrial corridor in the Comprehensive Plan a sub-area plan will be undertaken following completion of this Study Area analysis to investigate other possible uses of the property.

Blighted and Substandard Area Declaration

Based on the findings in this report the Study Area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law. This finding will make this area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be composed in a manner consistent with the City of Alliance Comprehensive Plan.

Narrative

August 1, 2023



RESOLUTION – GOLF FACILITIES 2021 HAIL STORM REPAIR PROJECT

The City of Alliance suffered from a damaging hail storm in July of 2021 causing damages to facilities owned by the City. The Golf Facilities went out for bid with only one bidder, Twin City Roofing and Sheet Metal, Inc. After review of the bids, it was determined that some of the facilities listed in the bid had to have emergency repairs done and no longer need fixed. Section C of the bid is the remaining facilities needing repairs. City Staff, along with the City Attorney and City Engineer determined it is in the City's best interest to accept and award Section C of the Golf Facilities Bid to Twin City Roofing and Sheet Metal, Inc., in order to get repairs underway.

RECOMMENDATION: APPROVE RESOLUTION ACCEPTING THE BID (SECTION C) FROM TWIN CITY ROOFING FOR THE GOLF FACILITIES 2021 HAIL STORM REPAIR PROJECT, IN THE TOTAL AMOUNT OF \$92,547.55.



July 13, 2023

Honorable Mayor and City Council
City of Alliance
324 Laramie Ave.
Alliance, NE 69301

RE: Alliance Golf Facilities 2021 Hail Damage Repair

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on July 11, 2023 at the Alliance City Hall Alliance, Nebraska for the above referenced project. One company picked up plans for the project:

Twin City Roofing & Sheet Metal, Inc. Scottsbluff, NE

One (1) bid was received. The bid received was as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$92,547.55
Engineers Estimate	\$72,400.00

The metal buildings at the golf course have already been repaired. This bid only includes the clubhouse and its accessories. It should be noted that it is not uncommon to have a single bidder on these types of projects. Due to the heavy work load of contractors at this time as well as the state statute that all contractors on government contracts over \$20,000 must carry bonds, it limits the number of contractors that are eligible. Twin City Roofing has been selected on similar projects for both the City of Alliance and other communities in the region and has performed very well with minimal disruptions.

The Engineer's Estimate was based upon the insurance adjuster's estimate. We have reviewed the contractor's bid documents and would recommend award of the project to Twin City Roofing & Sheet Metal in the amount of \$92,547.55.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

David Schaff, P.E.

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RESOLUTION NO. 23-58

WHEREAS, The City has determined that damages from the 2021 hail storm on the Golf Facilities are in need of repair; and

WHEREAS, M.C. Schaff and Associates, an engineering firm for the City, has let bids for the Alliance Golf Facilities 2021 Hail Damage Repair with one bid being received; and

WHEREAS, M.C. Schaff and Associates recommends that the City award Schedule C of the bid to Twin City Roofing & Sheet Metal, Inc., of Scottsbluff, Nebraska, in the amount of Ninety-Two Thousand, Five Hundred Forty-Seven Dollars and 55/100ths (\$92,547.55) as the lowest, responsive, and responsible bidder for the Golf Facilities 2021 Hail Damage Repair.

NOW, THEREFORE, BE IT RESOLVED, By the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign a contract with Twin City Roofing & Sheet Metal, Inc., as the lowest, responsive and responsible bidder obtained by M.C. Schaff and Associates.

BE IT FURTHER RESOLVED, that the contract for the hail storm repairs as specifically set forth in the bidding documents, is hereby awarded to Twin City Roofing & Sheet Metal, Inc., of Scottsbluff, Nebraska, in the amount Ninety-Two Thousand, Five Hundred Forty-Seven Dollars and 55/100ths (\$92,547.55).

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 1st day of August, 2023.

Earl Jones, Mayor

(SEAL)

Attest:

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Alliance
324 Laramie Ave.
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:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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."

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
- 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 anything 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):

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
Schedule A - 146 - Carport					
<i>Roof</i>					
A1	Remove and Replace Metal Roofing - 26 Gauge, up to 1"	420	SF	\$ <u>7.25</u>	\$ <u>3,045.00</u>
				Total - Items A1	\$ <u>3,045.00</u>
Schedule B - 30 - Maintenance and Equipment Building					
<i>Roof</i>					
B1	Remove and Replace Metal Roofing - 26 Gauge - 1 1/8" to 1 1/2"	4183	SF	\$ <u>7.25</u>	\$ <u>30,326.75</u>
B2	Remove and Replace Ridge Cap	100	LF	\$ <u>9.35</u>	\$ <u>935.00</u>
B3	Remove and Replace Gutter/Downspout - Galvanized - 6"	199	LF	\$ <u>11.15</u>	\$ <u>2,218.85</u>
B4	Remove and Replace Steel rake/gable trim - color finish	85	LF	\$ <u>9.35</u>	\$ <u>794.75</u>
B5	Roof Vent - Turbine Type	4	EA	\$ <u>120.00</u>	\$ <u>480.00</u>
B6	Flashing - Pipe Jack	1	EA	\$ <u>40.00</u>	\$ <u>40.00</u>
B7	Remove and Replace Rain Cap - 8"	1	EA	\$ <u>75.00</u>	\$ <u>75.00</u>
				Total - Items B1 - B7	\$ <u>34,870.35</u>
Schedule C - 31 - Clubhouse					
<i>Roof - Main</i>					
C1	Remove and Replace Metal Roofing - High Grade	7677	SF	\$ <u>9.15</u>	\$ <u>70,244.55</u>
C2	Remove and Replace Ridge Vent	106	LF	\$ <u>10.05</u>	\$ <u>1,065.30</u>
C3	Remove and Replace Closure Strips	212	LF	\$ <u>3.15</u>	\$ <u>667.80</u>

C4	Remove and Replace Rake/Gable Trim	144	LF	\$ <u>9.35</u>	\$ <u>1,346.40</u>
C5	Remove and Replace Custom Bent Aluminum	144	LF	\$ <u>7.25</u>	\$ <u>1,044.00</u>
C6	Remove and Replace Aluminum Termination bar/flashing for Membrane Roofs	214	LF	\$ <u>4.15</u>	\$ <u>888.10</u>
C7	Flashing - Pipe Jack - Lead	1	EA	\$ <u>110.00</u>	\$ <u>110.00</u>
C8	Remove and Replace Power Attic Vent Cover Only - Metal	1	EA	\$ <u>502.00</u>	\$ <u>502.00</u>
C9	Remove and Replace Gutter/Downspout - Galvanized - 6"	214	LF	\$ <u>11.15</u>	\$ <u>2,386.10</u>
<i>Roof - Lower Section at East End</i>					
C10	Remove and Replace Metal Roofing - Ribbed - 24 Gauge - Up to 1"	45	SF	\$ <u>9.15</u>	\$ <u>411.75</u>
C11	Remove and Replace Counterflashing - Apron Flashing	29	LF	\$ <u>6.25</u>	\$ <u>181.25</u>
C12	Remove and Replace Steel Rake/Gable Trim	33	LF	\$ <u>9.35</u>	\$ <u>308.55</u>
C13	Remove and Replace Gutter/Downspout - Galvanized - Up to 5"	29	LF	\$ <u>9.35</u>	\$ <u>271.15</u>
C14	Exhaust Fan - Detach and Reset	1	EA	\$ <u>100.00</u>	\$ <u>100.00</u>
<i>Tournament Scoreboard</i>					
C15	Remove Laminated - Comp Shingle	0.72	SQ	\$ <u>65.00</u>	\$ <u>46.80</u>
C16	Laminated - Comp Shingle w/o Felt	1	SQ	\$ <u>275.00</u>	\$ <u>275.00</u>
C17	Roofing Felt	0.72	SQ	\$ <u>25.00</u>	\$ <u>18.00</u>
C18	Remove and Replace Drip Edge	41	LF	\$ <u>2.65</u>	\$ <u>108.65</u>
C19	Prime & Paint Exterior Fascia - Wood	41	LF	\$ <u>1.85</u>	\$ <u>75.85</u>
<i>Exterior - North Elevation</i>					
C20	Remove and Replace Wall/Roof Panel - Ribbed - 26 Gauge - up to 1"	1278	SF	\$ <u>7.25</u>	\$ <u>9,265.50</u>
C21	Remove and Replace Gutter/Downspout - Galvanized - up to 5"	38	LF	\$ <u>9.35</u>	\$ <u>355.30</u>
C22	Prime and Paint Metal Siding	1278	SF	\$ <u>2.25</u>	\$ <u>2,875.50</u>
				Total - Items	\$ <u>92,547.55</u>
				C1 - C22	

Schedule D - 32 - Golf Cart Storage Bldg

Roof

D1	Remove and Replace Wall/Roof Panel - Ribbed - 26 Gauge - up to 1"	1350	SF	\$ <u>7.25</u>	\$ <u>9,787.50</u>
D2	Remove and Replace Flashing - L Flashing	100	LF	\$ <u>8.15</u>	\$ <u>815.00</u>
	Remove and Replace Eave Trim for Metal	100	LF	\$ <u>7.25</u>	\$ <u>725.00</u>
D3	Roofing - 26 Gauge				
D4	Remove and Replace Steel Rake/Gable Trim	27	LF	\$ <u>9.35</u>	\$ <u>252.45</u>
				Total - Items	\$ <u>11,579.95</u>
				D1 - D4	

Schedule E - 33 - Cart Barn

Roof

E1	Remove and Replace Wall/Roof Panel - Ribbed - 26 Gauge - up to 1 1/8" to 1 1/2"	7560	SF	\$ <u>7.25</u>	\$ <u>54,810.00</u>
E2	Remove and Replace Fiberglass Roofing	312	SF	\$ <u>9.15</u>	\$ <u>2,854.80</u>
E3	Ridge Cap - Metal Roofing	120	LF	\$ <u>9.35</u>	\$ <u>1,122.00</u>
E4	Remove and Replace Closure Strips	240	LF	\$ <u>3.15</u>	\$ <u>756.00</u>
E5	Remove and Replace Eave Trim for Metal Roofing - 26 Gauge	240	LF	\$ <u>9.35</u>	\$ <u>2,244.00</u>
E6	Remove and Replace Steel Rake/Gable Trim	152	LF	\$ <u>9.35</u>	\$ <u>1,421.20</u>

North Elevation

E7	Remove and Replace Wall/Roof Panel - Ribbed - 26 Gauge - up to 1 1/8" to 1 1/2"	719	SF	\$ <u>7.25</u>	\$ <u>5,212.75</u>
E8	Meter Mast for Overhead Power - Detach & Reset	2	EA	\$ <u>300.00</u>	\$ <u>600.00</u>
Total - Items E1 - E8					\$ <u>69,020.75</u>

Schedule F - 33 - Cart Storage

Roof

F1	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	390	SF	\$ <u>7.25</u>	\$ <u>2,827.50</u>
F2	Remove and Replace Steel Rake/Gable Trim	30	LF	\$ <u>9.35</u>	\$ <u>280.50</u>
	Remove and Replace Exhaust Cap - Through Roof - up to 4"	1	EA	\$ <u>75.00</u>	\$ <u>75.00</u>
F3	Ridge Cap - Metal Roofing	26	LF	\$ <u>7.05</u>	\$ <u>183.30</u>
F4	Remove and Replace Gutter/Downspout - Aluminum - up to 5"	70	LF	\$ <u>9.35</u>	\$ <u>654.50</u>
F5	Remove and Replace Closure Strips for Metal Roofing	52	LF	\$ <u>3.15</u>	\$ <u>163.80</u>
Total - Items F1 - F6					\$ <u>4,184.60</u>

Total - Schedules A - F \$ 215,248.20

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.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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.

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: Twin City Roofing & Sheet Metal Inc. (SEAL)

State of Incorporation: Nebraska
Type (General Business, Professional, Service, Limited Liability): _____

By: Terry Schank Pr
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Terry Schank

Title: President
(CORPORATE SEAL)

Attest J. J. J.

Date of Qualification to do business in NEBRASKA is 6/30/1950

A Joint Venture

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 925 E Country Club Rd.

Gering, NE 69341

Phone No. 308 632 4534 Fax No. 308 632 2977

E-mail Mrterry-TCR@hotmail.com

SUBMITTED on July 17th, 2023.

State Contractor License No. 29361-23. [If applicable]

Narrative

August 1, 2023



RESOLUTIONS – CREATION OF BUSINESS IMPROVEMENT DISTRICT

Having received a petition from a majority of property owners in the downtown requesting the formation of a business improvement district, or BID, attached you will find a map of the initial area to be considered and recommendations for the appointment of a business improvement board. The purpose of this board will be to create the bylaws for the BID, and to make recommendations to the City Council regarding the activities of the BID, assessments to fund those activities leading to the proposed establishment of the Business Improvement District.

The District would be officially formed if the Council voted to create it following public hearings and adoption of an ordinance to that effect, with subsequent adoption of the annual assessment requests.

STAFF RECOMMENDATION: APPROVE RESOLUTION(S) SETTING THE INITIAL BOUNDARIES OF THE BUSINESS IMPROVEMENT DISTRICT AND APPOINTING MEMBERS OF THE BUSINESS IMPROVEMENT DISTRICT BOARD.

RESOLUTION NO. 23-59

WHEREAS, The City of Alliance has received a petition to form a downtown Business Improvement District from more than 30% of property owners within the proposed BID boundary; and

WHEREAS, The City of Alliance desires to follow the process outlined in the Nebraska Business Improvement District Act (the “Act”); and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, that a business improvement district with the following boundaries:

Beginning at the corner of W. 1st and Laramie Avenue to the east along W. 1st, south to include Parcel 070143862, then north along Niobrara Avenue to the corner of Niobrara and the alleyway between E. 2nd and E. 3rd Streets thence to the east along the alley till the intersection of the alley and Sweetwater Ave, thence north along Sweetwater Ave to the intersection of Sweetwater Ave and the east-west alley between 3rd and 4th Streets, thence west along the alley to the intersection of the alley and Niobrara, thence north along Niobrara to its intersection with E. 6th Street thence west along 6th Street to the intersection of W. 6th and Laramie Ave; thence south along Laramie Avenue to the east-west alley located between W. 4th and W. 3rd; thence west along the alley to its intersection with Cheyenne Avenue; thence south along Cheyenne to the intersection of Cheyenne and the east-west alley between W. 3rd and W. 2nd ; thence east along the alley to its intersection with Laramie Avenue; thence south along Laramie Avenue to the point of beginning.

To be known as “Business Improvement District 3 or BID-A3”, Be considered for further review and possible adoption;

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and City Council of Alliance, that the following individuals be appointed as board members for BID-A3:

1. Rich Otto
 2. Steph Mantooth
 3. Crystal Wittman
 4. Mikayla Smith
 5. Ashley Dudden
- Alternate: Creston Myers

To serve terms of three (3) months and to carry out duties as outlined in the Act as part of considering the creation of such a district.

PASSED AND APPROVED this 1st day of August, 2023.

(SEAL)

Earl Jones, Mayor

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Downtown District

Owner_Zip	Situs_Adr	Situs_City	Situs_Stat	Situs_Zip	Legal_Desc	Property_T	Total_Asse	Land_Value	Improvement	Outbuildin	Previous_A	Sale_Date	Sale_Value
69301	312 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 7 BLK 16 OT ALLIANCE	Commercial	105000.0000	4875.0000	100125	0.0000	105000.0000	20211130	100000.00
69301	410 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 8 & 9 BLK 9 O T ALLIANCE	Commercial	112500.0000	10500.0000	102000	0.0000	112500.0000	20211122	180000.00
68197	124 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 13-18 BLK 16 OT ALLIANCE	Commercial	1072500.0000	39000.0000	1033500	0.0000	1072500.0000		
69301-0000	402 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 11 & 12 BLK 9 OT ALLIANCE	Commercial	120000.0000	10500.0000	109500	0.0000	120000.0000		
69301	502 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 20 & 21 COUNTY ADD	Commercial	129600.0000	15750.0000	113850	0.0000	129600.0000	20201008	130000.00
69301-0000	416 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 4 & 5 BLK 9 O T ALLIANCE	Commercial	125550.0000	10500.0000	115050	0.0000	125550.0000	20191114	119000.00
69301	101 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 12 & 13 BLK 28 OT ALLIANCE	Commercial	128250.0000	11382.0000	116868	0.0000	128250.0000		
69301-0000	416 NIOBRARA	ALLIANCE	NE	69301	0 0 0 ALL LOT 3 & N7' LOT 4 BLK 10 OT ALLIANCE	Commercial	124880.0000	7980.0000	116900	0.0000	124880.0000		
69301-0000	507 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 14 BLK 4 OT ALLIANCE	Residential	124430.0000	6300.0000	118130	0.0000	111335.0000	20151125	0.00
69301	114 E 4TH	ALLIANCE	NE	69301	0 0 0 LOT 6 BLK 10 OT ALLIANCE	Commercial	128185.0000	7000.0000	121185	0.0000	128185.0000		
69301-0000	204 E 3RD	ALLIANCE	NE	69301	0 0 0 LOT 79 COUNTY ADD	Commercial	135000.0000	13000.0000	122000	0.0000	135000.0000		
69301-0000	304 NIOBRARA	ALLIANCE	NE	69301	0 0 0 LOT 4 BLK 15 OT ALLIANCE	Commercial	135000.0000	6500.0000	128500	0.0000	135000.0000		
94583-5155	224 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 1 THRU 3 BLK 21 O T ALLIANCE	Commercial	1430000.0000	19500.0000	1410500	0.0000	1430000.0000		
69301-0000	406 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 10 BLK 9 OT ALLIANCE	Commercial	20250.0000	5250.0000	15000	0.0000	20250.0000		
69301	412 NIOBRARA	ALLIANCE	NE	69301	0 0 0 S43' LOT 4 BLK 10 OT ALLIANCE	Residential	157168.0000	5418.0000	151750	0.0000	142127.0000	20131105	15000.00
69301-0000	211 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 13 BLK 22 OT ALLIANCE	Commercial	20250.0000	4875.0000	15375	0.0000	20250.0000	20190425	35000.00
69301-0000	217 E 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 83 & 84 COUNTY ADD	Commercial	182000.0000	26000.0000	156000	0.0000	182000.0000		
69301-0000	210 NIOBRARA	ALLIANCE	NE	69301	0 0 0 LOTS 19-21 BLK 22 O T ALLIANCE	Commercial	168750.0000	9750.0000	159000	0.0000	168750.0000		
82009	211 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 6 & 7 BLK 20 O T ALLIANCE	Commercial	202500.0000	13000.0000	189500	0.0000	184090.0000	20190318	0.00
89027	127 E 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 1-6 BLK 22 O T ALLIANCE	Commercial	236250.0000	39000.0000	197250	0.0000	236250.0000	20210809	0.00
69301-0000	224 E 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 74 & 75 COUNTY ADD	Commercial	225000.0000	26000.0000	199000	0.0000	225000.0000		
69301-0000	115 LARAMIE	ALLIANCE	NE	69301	0 0 0 LOT 15 BLK 28 O T ALLIANCE	Commercial	27000.0000	7000.0000	20000	0.0000	27000.0000		
94583-5155	120 W 2ND	ALLIANCE	NE	69301	0 0 0 LOT 13-15 BLK 21 O T ALLIANCE	Commercial	230000.0000	22500.0000	207500	0.0000	230000.0000		
69301	321 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 19 THRU 21 BLK 15 OT ALLIANCE	Commercial	226800.0000	14625.0000	212175	0.0000	226800.0000	20140612	29500.00
69301	423 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 15-18 BLK 10 OT ALLIANCE	Commercial	243755.0000	21000.0000	222755	0.0000	243755.0000		
82009	217 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 8A BLK 20 ORIGINAL TOWN	Commercial	256450.0000	32500.0000	223950	0.0000	166775.0000		
69301	115 E 5TH	ALLIANCE	NE	69301	0 0 0 LOTS 1 & 2 BLK 10 O T ALLIANCE	Commercial	241315.0000	14000.0000	227315	0.0000	241315.0000	20140331	175000.00
69301-0000	107 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 9 BLK 27 OT ALLIANCE	Commercial	29250.0000	5250.0000	24000	0.0000	29250.0000		
56301	114 E 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 5-9 BLK 15 O T ALLIANCE	Commercial	303750.0000	32500.0000	271250	0.0000	303750.0000		
69301	217 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 10 BLK 22 O T ALLIANCE	Commercial	33750.0000	4875.0000	28875	0.0000	33750.0000	20201228	325000.00
69301	305 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 12 BLK 15 OT ALLIANCE	Commercial	35100.0000	4875.0000	30225	0.0000	35100.0000	20211130	40000.00
69301	417 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 12 THRU 14 BLK 10 OT ALLIANCE	Commercial	47490.0000	15750.0000	60750	0.0000	47490.0000	20210528	55000.00
69301	213 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 12 BLK 22 OT ALLIANCE	Commercial	40500.0000	4875.0000	35625	0.0000	40500.0000	20201112	13900.00
69301	215 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 11 BLK 22 OT ALLIANCE	Commercial	40500.0000	4875.0000	35625	0.0000	40500.0000		
68847	221 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 8 BLK 22 O T ALLIANCE	Commercial	40500.0000	4875.0000	35625	0.0000	40500.0000		
69301	208 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 9 BLK 21 O T ALLIANCE	Commercial	40500.0000	4875.0000	35625	0.0000	40500.0000	20210324	0.00
69301-0000	122 W 4TH	ALLIANCE	NE	69301	0 0 0 W60' LOT 13 & W60' OF S23' LOT 14 BLK 9 OT ALLIANCE	Commercial	40500.0000	4380.0000	36120	0.0000	40500.0000	20151130	5000.00
69301-0000	116 W 4TH	ALLIANCE	NE	69301	0 0 0 E80' LOT13 S23' E80' LOT14 N27' E62' LOT14 S18' E62' LOT	Commercial	46410.0000	9440.0000	36970	0.0000	46410.0000		
80238	109 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 10 BLK 27 OT ALLIANCE	Commercial	44550.0000	5250.0000	39300	0.0000	44550.0000		
69301	115 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 20 BLK 21 O T ALLIANCE	Commercial	47250.0000	6500.0000	40750	0.0000	47250.0000	20180522	15000.00
69301-0000	221 E 3RD	ALLIANCE	NE	69301	0 0 0 LOT 85 COUNTY ADD	Commercial	54000.0000	13000.0000	41000	0.0000	54000.0000		
69301	315 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 17 BLK 15 OT ALLIANCE	Commercial	47250.0000	4875.0000	42375	0.0000	47250.0000	20210218	48000.00
69301	311 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 15 BLK 15 OT ALLIANCE	Commercial	47250.0000	4875.0000	42375	0.0000	47250.0000	20191223	0.00
69301	220 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 4 BLK 21 O T ALLIANCE	Commercial	47250.0000	4875.0000	42375	0.0000	47250.0000	20210908	1.00
69301	115 W 5TH	ALLIANCE	NE	69301	0 0 0 LOT 18 BLK 9 OT ALLIANCE	Commercial	50000.0000	7000.0000	43000	0.0000	50000.0000	20220414	0.00
69301-0000	216 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 5 BLK 21 O T ALLIANCE	Commercial	48540.0000	4875.0000	43665	0.0000	48540.0000		
69337	210 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 8 BLK 17 OT ALLIANCE	Residential	51235.0000	6500.0000	44735	0.0000	60750.0000	20220610	31000.00
69301-0000	119 W 4TH	ALLIANCE	NE	69301	0 0 0 LOTS 20 & 21 BLK 16 OT ALLIANCE	Commercial	60750.0000	15000.0000	45750	0.0000	60750.0000		
69301	216 E 3RD	ALLIANCE	NE	69301	0 0 0 LOT 76 COUNTY ADD	Commercial	60750.0000	15000.0000	45750	0.0000	60750.0000		
94583-5155	121 W 2ND	ALLIANCE	NE	69301	0 0 0 E1/2 LOTS 16 & 17 BLK 28 OT ALLIANCE	Commercial	11605.0000	7000.0000	4605	0.0000	11605.0000	20191018	62000.00
69301	206 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 10 BLK 21 O T ALLIANCE	Commercial	54000.0000	4875.0000	49125	0.0000	54000.0000	20210908	1.00

Downtown District

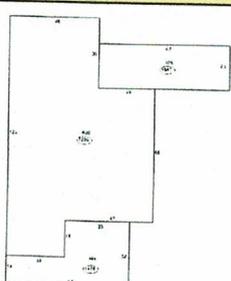
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69301-0000	316 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 5 BLK 16 OT ALLIANCE	Commercial	54000.0000	4875.0000	49125	0.0000	54000.0000		
69301	313 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 16 BLK 15 OT ALLIANCE	Commercial	54000.0000	4875.0000	49125	0.0000	54000.0000		
69301	210 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 8 BLK 21 O T ALLIANCE	Commercial	55875.0000	4875.0000	51000	0.0000	55875.0000		
69301	302 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 12 BLK 16 OT ALLIANCE	Commercial	58830.0000	6500.0000	52330	0.0000	58830.0000	20190529	50000.00
69348-0000	214 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 7 BLK 22 O T ALLIANCE	Commercial	60750.0000	6500.0000	54250	0.0000	60750.0000		
68847	223 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 9 BLK 17 OT ALLIANCE	Commercial	60750.0000	6500.0000	54250	0.0000	60750.0000		
69331	113 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 21 BLK 21 O T ALLIANCE	Commercial	60750.0000	6500.0000	54250	0.0000	60750.0000		
69301-0000	207 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 15 BLK 22 O T ALLIANCE	Commercial	60750.0000	4875.0000	55875	0.0000	60750.0000	20150520	40000.00
69301	209 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 14 BLK 22 O T ALLIANCE	Commercial	60750.0000	4875.0000	55875	0.0000	60750.0000		
69301	214 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 6 BLK 21 O T ALLIANCE	Commercial	60750.0000	4875.0000	55875	0.0000	60750.0000	20190503	50000.00
69301	212 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 7 BLK 21 O T ALLIANCE	Commercial	60750.0000	4875.0000	55875	0.0000	60750.0000	20201223	121500.00
69301	515 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 16 BLK 4 OT ALLIANCE	Commercial	60750.0000	4875.0000	55875	0.0000	60750.0000		
82001	509 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 15 BLK 4 OT ALLIANCE	Residential	67615.0000	6300.0000	59935	1380.0000	79440.0000	20190722	0.00
69301	219 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 9 BLK 22 O T ALLIANCE	Commercial	67500.0000	4875.0000	62240	360.0000	72255.0000	20210203	70000.00
69301	317 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 18 BLK 15 OT ALLIANCE	Commercial	67500.0000	4875.0000	62625	0.0000	67500.0000	20180102	100000.00
69301	306 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 10 BLK 16 OT ALLIANCE	Commercial	67500.0000	4875.0000	62625	0.0000	67500.0000	20210614	40000.00
69301-0000	125 W 2ND	ALLIANCE	NE	69301	0 0 0 W1/2 LOTS 16 & LOT 17 BLK 28 O T ALLIANCE	Residential	68800.0000	5250.0000	63550	0.0000	67500.0000	20180601	50000.00
69301-0000	318 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 3 & 4 BLK 16 OT ALLIANCE	Commercial	75000.0000	9750.0000	65250	0.0000	75000.0000		
69301	111 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 11-16 BLK 27 OT ALLIANCE	Commercial	97200.0000	31500.0000	65700	0.0000	97200.0000		
69301-0000	315 LARAMIE	ALLIANCE	NE	69301	0 0 0 LOT 19 BLK 16 OT ALLIANCE	Commercial	74250.0000	7500.0000	66750	0.0000	74250.0000	20200323	88000.00
69348	407 LARAMIE	ALLIANCE	NE	69301	0 0 0 S18' OF W78' LOT 15 & N27' OF W78' LOT 14 BLK 9 OT ALL	Commercial	71010.0000	3510.0000	67500	0.0000	71010.0000	20161101	12000.00
69301	117 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 18 & 19 BLK 21 O T ALLIANCE	Commercial	16250.0000	13000.0000	68000	81560.0000	63565.0000	20131002	60000.00
69301	204 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 5 BLK 17 O T ALLIANCE	Commercial	79310.0000	6500.0000	72810	0.0000	79310.0000		
69301	202 W 3RD	ALLIANCE	NE	69301	0 0 0 LOT 4 BLK 17 O T ALLIANCE	Commercial	79310.0000	6500.0000	72810	0.0000	79310.0000	20191213	0.00
69301-0000	424 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 1 BLK 9 OT ALLIANCE	Commercial	81000.0000	5250.0000	75750	0.0000	81000.0000		
69341	304 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 11 BLK 16 OT ALLIANCE	Commercial	81000.0000	4875.0000	76125	0.0000	81000.0000		
69301	314 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 6 BLK 16 OT ALLIANCE	Commercial	81000.0000	4875.0000	76125	0.0000	81000.0000		
69301	108 NIOBRARA	ALLIANCE	NE	69301	0 0 0 LOTS 1, 2, 3 SUB. DIV LOTS 5 & 6 & E 60' LOT 8 BLK 27 O	Residential	80139.0000	3719.0000	76420	0.0000	68343.0000		
82009	501 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 13 BLK 4 OT ALLIANCE	Residential	84240.0000	5250.0000	78990	0.0000	70200.0000	20221014	95000.00
69301	114 NIOBRARA	ALLIANCE	NE	69301	0 0 0 LOT 3 & PT OF LOT 4 BLK 27 OT ALLIANCE	Commercial	97200.0000	13936.0000	83264	0.0000	97200.0000	20220804	0.00
69301-0000	308 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 8 & 9 BLK 16 OT ALLIANCE	Commercial	94500.0000	9750.0000	84750	0.0000	94500.0000		
69301	307 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 13 & 14 BLK 15 OT ALLIANCE	Commercial	94500.0000	9750.0000	84750	0.0000	94500.0000		
69301	523 LARAMIE	ALLIANCE	NE	69301	0 0 0 LT 18 BLK 4 OT ALLIANCE	Residential	95995.0000	6300.0000	89695	0.0000	101660.0000	20210610	105000.00
69301	412 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOTS 6 & 7 BLK 9 O T ALLIANCE	Commercial	101250.0000	10500.0000	90750	0.0000	101250.0000	20190215	58730.00
69301-0000	203 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 1 & 2 BLK 20 O T ALLIANCE	Commercial	105300.0000	13000.0000	92300	0.0000	105300.0000	20220429	85000.00
69301	422 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 2 BLK 9 OT ALLIANCE	Commercial	104620.0000	5250.0000	99370	0.0000	104620.0000		
69103	420 BOX BUTTE	ALLIANCE	NE	69301	0 0 0 LOT 3 BLK 9 OT ALLIANCE	Commercial	104620.0000	5250.0000	99370	0.0000	104620.0000		
69337-0000	216 W 3RD	ALLIANCE	NE	69301	0 0 0 LOTS 10 & 11 BLK 17 OT ALLIANCE	Commercial	112840.0000	13000.0000	99840	0.0000	112840.0000		
									99840	0.0000			
									\$9,678,912				

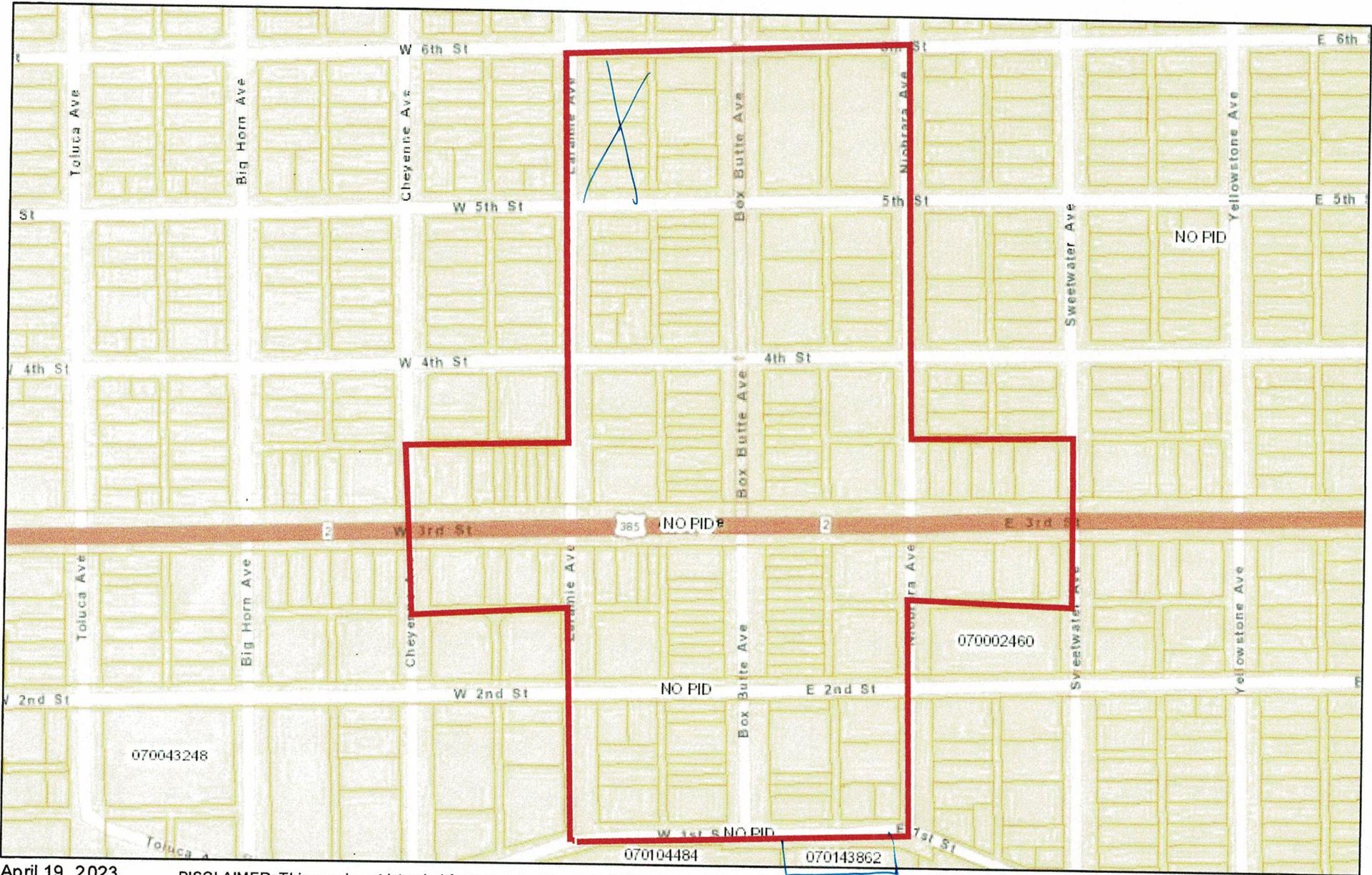
BOX BUTTE COUNTY
2023 Real Estate Breakdown Report

Parcel ID 070013306	Legal 75' LOT 17 & 50' LOT 18 COUNTY ADD	Card File 070013306
Owner NORTHWESTERN BELL TELEPHONE CO. C/O TAX MANAGER 100 SOUTH 19TH ST RM 1050 DOUG OMAHA, NE 68102-0000		Situs 510 BOX BUTTE ALLIANCE, NE 69301
County Area 2 MARKET AREA 2 AGLAND	Class Code 01-10-01-01-04-05 State Assessed	Value
Neighborhood 4145 13145 DOWNTOWN,COUNTY ADD	State GEO 1365-00-0-10145-000-0018	House 137,800
Location / Group 10 ALLIANCE COMM	Cadastral 0000-0000-	Outbuildings 6,690
Valuation / Group 10 ALLIANCE	Book / Page /	Land / Lots 1,750
District 5 52-A6	Sale Date	Total 146,240
School 07-0006	Sale Amount 0	Current 146,240

Date Added Notes 11/27/2017 2018 reappraisal using Pictometry. Updated all info.

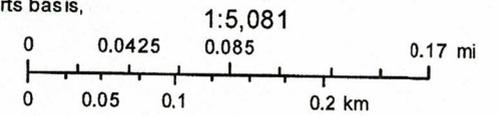
Model	Method	Description	Lot Size	Frontage	Spot Code	Cutoff	Value	Add (+/-)	Lot Value	Appr ID
1024 COUNTY, DOWNTOWN	02 SqFoot	125.00 x 140.00 FEET	17,500.000	125.000 T	1750.000	999,999	1.500	0	1,750	7935





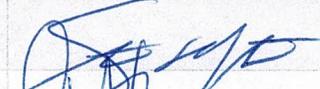
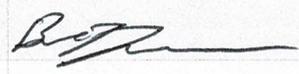
April 19, 2023
16:21 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.



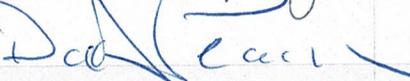
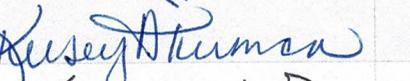
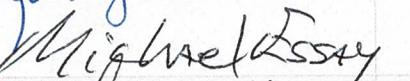
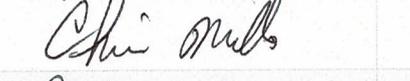
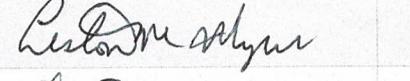
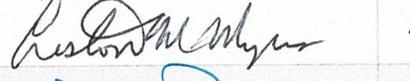
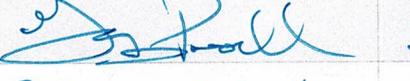
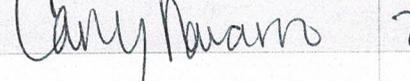
Petition to Re-form the Downtown District Board (formally BID)

Petition Summary: This petition is being put together to show support for the re-forming of a Downtown District Board, formally known as the BID. It is our goal to bring unity to the downtown by re-forming the district and its board. By signing this petition, you support the formation of the Downtown Business District.

Printed Name	Signature	Address	Comment: (optional)	Date:
Steph Mantooth		210/208 Box Butte Ave -		
TAWNY KATEN		312 Box Butte Ave.		
Jose A. Puvion	Jose A. Puvion	307 Box Butte Ave.		
Edison Red Nest		217 Box Butte Ave 410 Box Butte	we can use electric penalty	7/13/23
Brent Ferguson		311 Box Butte		
Scott Moller		204 West 3 rd		7/13/23
Scott Moller		115 west 5 th		7/13/23
Jamie Phan		206 Box Butte Ave		7/13/23
PHILIP L. LECHER	Philip L. Lecher	101 LARAMIE AVE		7/13/23
Toni Cornish		216 E. 3 rd		7/13/23
Janell Grant	Janell Grant	204 E 3 rd		7/13/23
Charles X. Brittan		304 N. 1 st		7/13/23
Troy Unzicker	Troy Unzicker	304 Box Butte		7/13/23

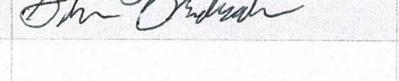
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Printed Name	Signature	Address	Comment: (optional)	Date:
Barbie Applegarth		217 East 3rd Alliance, NE		6-14-2023
DAVID PEARSE		308 + 310 Box BUTTE 315 Waramie		6-14-2023
Kelsey Turman		114 W 4th		6/28/2023
		313 B. Butte		6/29/2023
Chris Mills		302 Box Butte		6-30-23
Chris Mills		417 Box Butte		6-30-23
8 Creston Myers		321 321 Box Butte		7/13/23
Creston Myers		502 Box Butte		7/13/23
Greg Powell		314 Box Butte		7-14-23
KENDRA SCHOTT		220 BOX BUTTE		7/14/23
Carly Navarro		219 Box Butte		7/14/23

Petition to Re-form the Downtown District Board (formally BID)

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Printed Name	Signature	Address	Comment: (optional)	Date:
Jerry Reynolds		406 Box Butte Ave		6-22-23
Jerry Reynolds		318 Box Butte Ave		6-22-23
Brad Williams		317 Box Butte Ave		6-23-23
Rich Otto MSLC LLC		423 Box Butte Ave		6-23-23
TIM LECHER 416 Box Butte		416 Box Butte Ave		6/23/23
Rich Otto MSLC LLC		115 5th Street		6-23-23
Melanie Ryan		410 Box Butte		6/28/23
Bob Neville		422 Box Butte		6-28-23
Prof Foxworth		306 Box Butte		6-28-23
Scott Moller		202 W 3rd St		6-28-23
Shawn Friedrichsen		114 E 4th Street		7-5-23

Petition to Re-form the Downtown District Board (formally BID)

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Matthew Campbell

523 Laramie Ave

Property Address

Matthew Campbell

6-28-23

Date

Comments: _____

***Sign and return in the pre-addressed stamped envelope included.

“Unify, Beautify, and Solidify Our Downtown as the Heart of Alliance”

Petition to Re-form the Downtown District Board (formally BID)

Petition Summary: This petition is being put together to show support for the re-forming of a Downtown District Board, formally known as the BID. It is our goal to bring unity to the downtown by re-forming the district and its board. By signing this petition, you support the formation of the Downtown Business District.

Elizabeth Fritzer

315 Boy Butte

Property Address

Elizabeth Fritzer

7/10/23

Date

Comments: _____

***Sign and return to 502 Box Butte Ave., Alliance, NE 69301

“Unify, Beautify, and Solidify Our Downtown as the Heart of Alliance”

Petition to Re-form the Downtown District Board (formally BID)

Petition Summary: This petition is being put together to show support for the re-forming of a Downtown District Board, formally known as the BID. It is our goal to bring unity to the downtown by re-forming the district and its board. By signing this petition, you support the formation of the Downtown Business District.

Deborah Thiems

Printed Name

316 Box Butte Ave (Gallery)

Property Address

Deborah Thiems

Signature

10-28-23

Date

Comments:

***Sign and return to 502 Box Butte Ave., Alliance, NE 69301

“Unify, Beautify, and Solidify Our Downtown as the Heart of Alliance”

Petition to Re-form the Downtown District Board (formally BID)

Petition Summary: This petition is being put together to show support for the re-forming of a Downtown District Board, formally known as the BID. It is our goal to bring unity to the downtown by re-forming the district and its board. By signing this petition, you support the formation of the Downtown Business District.

Deborah Thiems

Printed Name

424 Box Butte (Specialist's Studio A)

Property Address

Deborah Thiems

Signature

10-28-23

Date

Comments:

***Sign and return to 502 Box Butte Ave., Alliance, NE 69301

“Unify, Beautify, and Solidify Our Downtown as the Heart of Alliance”

Petition to Re-form the Downtown District Board (formally BID)

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213 Box Butte Ave + all Box Butte Ave
Property Address

6-30-23
Date

Jennifer Hervert
Printed Name



Comments:

***Sign and return to 502 Box Butte Ave., Alliance, NE 69301

"Unify, Beautify, and Solidify Our Downtown as the Heart of Alliance"

What is Nebraska CLASS?

Nebraska Cooperative Liquid Assets Securities System (Nebraska CLASS) is a commingled investment pool established by interlocal agreement in accordance with Nebraska law permitting local governments to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the Nebraska R.S. §§ 13-801 to 13-827 (Interlocal Cooperation Act) or other laws of the State of Nebraska governing the investment of monies of a local government. Nebraska CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined within the Nebraska CLASS Information Statement.

Who oversees and manages Nebraska CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the Nebraska CLASS Board of Trustees which is comprised of public finance professionals who represent Nebraska local governments that participate in Nebraska CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC (Public Trust). Public Trust is responsible to the Board for all program investment and administrative activities as well as the many services provided on behalf of the Participants.

How can you participate in Nebraska CLASS?

Enrolling in Nebraska CLASS is simple. After reading the Declaration of Trust and Interlocal Agreement and the Information Statement available at www.nebraskaclass.com, follow these steps:

- 1 Pass a resolution authorizing participation in Nebraska CLASS (a model resolution is provided in the registration packet for your convenience).
- 2 Complete the Nebraska CLASS registration packet.
- 3 Submit your local government's completed registration packet to the Nebraska CLASS Client Service team for processing at clientservices@nebraskaclass.com.
- 4 Upon review and approval, you will receive confirmation that you have been accepted as a Nebraska CLASS Participant.

Nebraska CLASS FEATURES

As a Nebraska CLASS Participant, you have access to many convenient features:

- Same-day availability of funds (1:00 p.m. CT cut-off)
- Deposits by wire or ACH
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum balance requirements
- No transaction fees*
- Dedicated client service representatives available via phone, fax, or email on any business day
- Audited annually by an independent auditing firm**
- Direct deposit of state payments

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from Nebraska CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of Nebraska CLASS?

Safety

The primary investment objective of Nebraska CLASS is the safety of public funds. The Nebraska CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The custodian for all Nebraska CLASS investment holdings is UMB Bank, N.A.

Liquidity

When you invest with Nebraska CLASS, you have access to your funds on any business day. You must notify Nebraska CLASS of your transaction requests by 1:00 p.m. CT via the Nebraska CLASS Participant Portal. By offering daily liquidity, we provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, Nebraska CLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day via the Nebraska CLASS Online Transaction Portal at www.nebraskaclass.com. Our dedicated Client Service team is available to assist you with your unique investment needs and can be reached by email at clientservices@nebraskaclass.com or by phone number at (866) 256-6460.

Flexibility

You may establish multiple Nebraska CLASS accounts to track and parallel your own internal fund accounting structures. You will receive email notification of the availability of your comprehensive monthly statement via email. Statements show all of your transaction

activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

While adhering to the primary objectives of safety and liquidity, Nebraska CLASS strives to provide competitive returns. Participants will receive daily interest on each individual Nebraska CLASS account that has been established. Accrued dividends are reinvested at month-end.

Legality

Nebraska CLASS investments are limited to those qualifying for investment under the Nebraska Investment Act.

Have Questions?

Contact us or visit www.nebraskaclass.com for more information.



Aaron Bos

Director, Investment Services

aaron.bos@nebraskaclass.com

(402) 960-7711