

Council Meetings

October 03, 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
October 3, 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

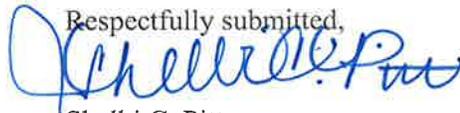
Approval of Minutes, Council Proceedings, Payroll and Claims
Cemetery Certificate
Resolution 23-75 – Landfill Excavator Purchase
Resolution 23-76 – Airport Seal Coat Engineer Agreement
Resolution 23-77 – Inter- Departmental Loan Extension
Resolution 23-78 – Agreement for BBDC Contribution
Resolution 23-79 – Agreement for Chamber of Commerce Contribution
Resolution 23-80 – Agreement for KAB Contribution
Resolution 23-81 – Agreement for PADD Contribution
Resolution 23-82 – Agreement for Heartland Expressway Contribution

B. Proclamations – Public Power Week

C. Ordinance No. 2966 – Tierra Vogel Lot Purchase

Ordinance No. 2966 is on second reading, which will authorize the sale of Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County, Nebraska. City Staff is requesting the third reading be waived.

▪ **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 – OCTOBER 3, 2023

1. Approval: Minutes of the Regular Meeting, September 19, 2023 and Special Meeting, September 26, 2023.
2. Approval: Payroll – No new Payroll at this time.
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; \$75,571.08.
4. Approval: Cemetery Certificates for Robert L. and Patricia J. Furrow, Kathleen Meier, and Jacki L Howell.
5. Approval: Resolution 23-75 which will approve Landfill Excavator Purchase.
6. Approval: Resolution 23-76 which will approve the Consultant Agreement with M.C. Schaff & Associate, Inc. for the Airport Seal Coat Engineering Agreement.
7. Approval: Resolution 23-77 which will approve the extension of the interim inter-department loan to the Airport through March 31, 2024 at revised rate of 5.75%.
8. Approval: Resolution 23-78 which will approve the Agreement of Contribution with Box Butte Development Corporation in the amount of \$75,700 to be paid in quarterly installments.
9. Approval: Resolution 23-79 which will approve the Agreement of Contribution with Chamber of Commerce in the amount of \$11,000 to be paid in quarterly installments.
10. Approval: Resolution 23-80 which will approve the Agreement of Contribution with Keep Alliance Beautiful in the amount of \$50,000 to be paid in quarterly installments.
11. Approval: Resolution 23-81 which will approve the Agreement of Contribution with Panhandle Area Development District in the amount of \$6,581.30 to be paid in one lump sum.
12. Approval: Resolution 23-82 will approve the Agreement of Contribution with Heartland Express in the amount of \$3,000 to be paid in one lump sum.

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.

September 19, 2023

ALLIANCE CITY COUNCIL

SPECIAL MEETING, TUESDAY, SEPTEMBER 19, 2023

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

The Alliance City Council met in a Special Meeting for a Public Hearing, September 19, 2023 at 6:30 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 September 13, 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 September 19, 2023 Special Meeting of the Alliance, Nebraska City Council at 6:30 p.m. Present were Mayor Jones, Vice Mayor McGhehey and Council Members Mischnick, Mashburn and Andersen. Also present was City Manager Sorensen, City Clerk Pitt, City Attorney Hoelsing and City Treasurer Baker.

- Mayor Jones read the Open Meetings Act Announcement.
- The only item on the agenda was the Public Hearing on the Proposed 2023/2024 Budget.

Mayor Jones stated “Now is the date, time, and place to conduct a Public Hearing on the proposed 2023-24 Budget. The proposed budget contains anticipated and estimated revenues and expenses for the next fiscal year.” The Public Hearing was opened at 6:39 p.m.

Mayor Jones invited anyone in the public to speak on behalf or against the proposed 2023-24 Budget.

With no testimony offered, Mayor Jones closed the Public Hearing at 6:40 p.m.

There being no further business, the Alliance City Council adjourned the September 19, 2023, Special City Council Meeting at 6:41 p.m.

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(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.

September 19, 2023

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, SEPTEMBER 19, 2023

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

The Alliance City Council met in a Regular Meeting, September 19, 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 September 13, 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 September 19, 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 Treasurer Baker, City Attorney Hoelsing 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 Councilman Mischnick, which was seconded by Vice-Mayor McGhehey to approve the Consent Calendar as follows:

CONSENT CALENDAR – SEPTEMBER 19, 2023

1. Approval: Minutes of the Regular Meeting, September 5, 2023.
2. Approval: Payroll from September 8, 2023 in the total amount of \$363,098.02.
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; \$1,736,738.05.
4. Approval: Alliance Volunteer Fire Department Roster Update.

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5. Approval: Resolution 23-68 which will approve the 2022/2023 charge-offs.

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 second item on the agenda was to proclaim for Support Citizens with Intellectual Disabilities Week and September as School Attendance Month.

The Knights of Columbus Members were in attendance to receive the proclamation for Support Citizens with Intellectual Disabilities Week. Vice-Mayor McGhehey read the following proclamation:

PROCLAMATION

WHEREAS, Intellectual disabilities affect one out of every ten families in America and over 50,000 Nebraskans; and,

WHEREAS, Quality of life is important to all citizens of our city, including children and adults with intellectual disabilities; and,

WHEREAS, The Knights of Columbus is a Charitable and Fraternal Organization that promotes the dignity and welfare of citizens with intellectual disabilities.

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

The week of October 5-8, 2023:

SUPPORT CITIZENS WITH INTELLECTUAL DISABILITIES WEEK

In the City of Alliance, Nebraska, and I do hereby urge all citizens to take notice of the observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 19th day of September in the year of the Lord Two Thousand Twenty-Three.

September 19, 2023

Anita James, Alliance High Vice-Principal was in attendance to receive the proclamation for School Attendance Month. Councilman Anderson read the proclamation:

PROCLAMATION

WHEREAS, Attending school regularly is essential to students gaining the academic and social skills they need to thrive; and,

WHEREAS, Chronic absence - defined as missing 10% of the academic year - has more than doubled since the start of the pandemic, from 8 million to an estimated 16 million students nationwide, and absenteeism is especially high among students and families that were most adversely impacted by the pandemic; and,

WHEREAS, Chronic absence, no matter its cause, has real life consequences for students, families, and society as a whole. Research shows that starting as early as preschool and kindergarten, chronic absence can leave third graders unable to read proficiently, sixth graders struggling with coursework, and high school students off track for graduation; and,

WHEREAS, Chronic absence can be significantly reduced and engagement increased when city leaders, schools, families, and community partners work together to monitor data, nurture belonging in school, and promote regular attendance and routines; and,

WHEREAS, Reducing absence results in: Stronger Economy, Better Schools, and Safer Communities,

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

The Month of September:

School Attendance Awareness Month

In the City of Alliance, Nebraska, and we urge all citizens to encourage children to attend school regularly.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 19th day of September in the year of the Lord Two Thousand Twenty-Three.

- The next item on Council's agenda was the final reading of Ordinance No. 2964 – 2023/2024 Budget Appropriation.

Mayor Jones asked if there was any discussion on Ordinance No. 2964.

Councilman Mashburn made a motion to amend Ordinance No. 2964 to remove Section 4 and the Ordinance to reflect the same as the one passed on final reading, which was seconded by Councilman Mischnick.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried

A motion was made by Councilmen Mashburn, seconded by Councilmen Mischnick to approve Ordinance No. 2964 on third reading which approves the proposed 2023/2024 Budget appropriation. City Clerk Pitt read the Ordinance by title which follows in its entirety:

ORDINANCE NO. 2964

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1: The City Manager, in accordance with the requirements of Nebraska Revised Statute § 19-646, has submitted a proposed budget statement to the City Council, which statement is attached hereto as Exhibit A and incorporated herein by reference (the “Budget Statement”).

Section 2. A public hearing will be held on the Budget Statement in accordance with the requirements of Nebraska Revised Statute § 13-506. Before the final passage and approval of this Ordinance, the Budget Statement may be amended in accordance with comments received at the public hearing, the property valuations provided by Box Butte County, any action to exceed the allowable growth for restricted funds as determined by law, and as necessary to adjust for any other information gathered by the City before October 1, 2023.

Section 3. In accordance with the requirements of the Nebraska Budget Act and Nebraska Revised Statute § 16-704, the amounts set forth in the attached and incorporated Budget Statement shall be and are hereby recognized as the budget appropriations for the City of Alliance, Nebraska for the fiscal year 2023-2024. The fund descriptions and amounts are as follows:

Fund Description	Amount
General	\$13,711,000
Electric	15,003,620
Refuse	2,825,660
Sewer	699,895
Water	2,873,400
Golf Course	730,100
Airport Operations	3,746,250

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Public Transit	558,650
Streets	3,385,500
RSVP	98,200
Museum Exhibit	14,700
HUD/Housing	170,000
Community Betterment (KENO)	30,000
Economic Development	923,300
LB 840 Fund	510,000
Redevelopment (TIF)	1,750,000
Sales Tax Fund	2,403,000
Lodging Occupation Tax	308,520
Capital Projects Fund	1,019,000
Public Safety Tax	294,000
State 911 Funds	80,000
General Internal Service	2,401,770
Enterprise Internal Service	284,605
Health Support Internal Service	2,323,450
American Recovery Plan Act Fund	256,400
Total Appropriations	\$56,400,125

Section 4. Upon final passage and approval of this Ordinance, the Budget Statement is adopted by the City of Alliance Nebraska as the adopted budget statement. A copy of the Budget Statement shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Box Butte County, Nebraska, for use by the levying authority.

Section 5. This Ordinance shall become effective October 1, 2023.

Mayor Jones stated, “the passage and adoption of Ordinance No. 2964 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted, and order it published.”

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 the second reading of Ordinance No. 2965 which will allow the City of Alliance with a 75% affirmative vote by Council to exceed the Allowable Growth and Basic Allowable Growth for the 2023-24 Fiscal Year Budget by 1%. This does not

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increase the 2023-24 Fiscal Year Budget; it allows us to increase the unused budget authority for use in the future years.

A motion was made by Vice-Mayor McGhehey, which was seconded by Councilman Mischnick to approve Ordinance 2965 on second reading which allows the City of Alliance with a 75% affirmative vote by Council to exceed the Allowable Growth and Basic Allowable Growth for the 2023-24 Fiscal Year Budget by 1%. City Clerk Pitt read the Ordinance by title which follows in its entirety:

ORDINANCE NO. 2965

AN ORDINANCE ALLOWING FOR EXCEEDING THE ALLOWABLE GROWTH AND BASIC ALLOWABLE GROWTH LIMITS FOR THE 2023-2024 FISCAL YEAR BY ONE PERCENT OF BUDGETED RESTRICTED FUNDS, AND CORRECTING THE ADOPTED BUDGET STATEMENT AND ACCOMPANYING FORMS.

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

SECTION 1. Governmental units are authorized pursuant to State law at Chapter 13, Section 519, to exceed the Allowable Growth (§13-518(1)) and the Basic Allowable Growth (§77-3446) for budgeted restricted funds authority up to an additional one percent, by affirmative vote of the City Council of at least 75%.

SECTION 2. The City Council finds that such limit as provided by Section 13-519 (a) and (b) should be exceeded by one percent.

SECTION 3. An affirmative vote of at least 75% in favor of this increase is hereby cast.

SECTION 4. Section 13-511 allows correction of an adopted budget statement for clerical, mathematical, and accounting errors, which correction does not affect the total amount budgeted by more than one percent or increase the amount required from property taxes. The one percent limit increase is calculated into the current budget statement; however the unused budget authority amount is in need of modification.

SECTION 5. The allowable increase in “restricted funds authority” with the additional one percent of \$80,795.08 and included in the resulting “total restricted funds authority” in the adopted budget Ordinance is hereby amended to the amount of \$8,352,975.44.

SECTION 6. Those portions of the existing budget Ordinance for 2023-2024 are amended accordingly.

SECTION 7. The City Treasurer is authorized to make appropriate changes in the submitted forms for computation of the limit for fiscal year 2023-2024, and transmit those changes to the State Auditor’s office.

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SECTION 8. This Ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

A motion was made by Vice-Mayor McGhehey, seconded by Councilman Mischnick to suspend the statutory rule requiring three separate reading of Ordinance No. 2965.

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. 2965 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. 2965 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted, and order it published.”

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The next item before Council was Ordinance No. 2966 on first reading, which will authorize the sale of Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County Nebraska. The following information was provided:

[City Attorney Hoelsing has prepared on behalf of Tierra Vogel an Agreement for Sale of Real Estate for Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County, Nebraska, in the amount of \$7,700; of which \$2,000 per lot would be eligible for a refund if a residence were constructed within two years of the purchase date.

Resolution No. 07-23 approved by Council on February 15, 2007 established a Uniform Pricing Schedule for the sale of residential properties held by the City. The proposed Agreement for Sale is based on the prices established in the Resolution.

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As with any sale of property by the City of Alliance there is a 30-day remonstrance period as established within State Statutes.

RECOMMENDATION: APPROVE ORDINANCE ON FIRST READING AUTHORIZING THE SALE OF LOTS 3 AND 4, BLOCK 4, HOMESTEAD ADDITION TO TIERRA VOGEL.]

A motion was made by Councilman Andersen, seconded by Councilman McGhehey to approve on first reading Ordinance No. 2966, for the sale of Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County, Nebraska, which follows in entirety:

ORDINANCE NO. 2966

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 3 AND 4, BLOCK 4, HOMESTEAD ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

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

Section 1. The City of Alliance (“City”) owns the following described real estate (the “Real Estate”):

Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County, Nebraska.

Section 2. An offer has been made by Tierra Vogel to purchase the Real Estate. The City is willing to accept this offer.

Section 3. The Mayor authorized to sign a Purchase Agreement, Deed and any other documents required to convey the Real Estate to Tierra Vogel, on the following terms:

- a. The purchase price shall be \$7,700.00 paid at closing.
- b. Closing of the sale is conditional upon no valid and successful remonstrance petition being filed against the sale. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale.
- c. All real estate taxes and special assessments shall be prorated to date of closing. Tierra Vogel shall pay all closing costs and owner’s title insurance to close. Sale is “as is” with all faults subject to repair of the roof for damage due to a covered property insurance event, which claim was submitted to the City’s insurance carrier before the Purchase Agreement.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Alliance Times-Herald.

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Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

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. 23-69 which will accept and approve the amended Classification Plan for the 2023/2024 Fiscal Budget Year. The following information was provided:

[The attached resolution will adopt the Classification and Compensation Plans that will be incorporated as a part of the 2023-24 FY budget. The Compensation Plan includes three categories: Exempt, Non-Exempt and Fire Employees. Additional information on the agreed-upon FOP (police) wage schedule is also included for reference.

The Classification Plan has the following changes from the most recent version approved by Council:

- COLA: Pay Grids reflect a 6% increase based on a cost of living adjustment.
- FOP: Police and Dispatch will receive a 3.25% increase which is the agreed upon amount from the October 5, 2022 contract.
- Exempt: The US Department of Labor is considering increasing the salary threshold for FLSA whit-collar overtime exemptions from \$35,568 to \$55,068. For employees to be classified as exempt they must meet both the duties test (Administrative, professional, Executive) and salary tests. It's expected that a decision is months away, however, depending on COLA these are the steps and positions that may be impacted. The City could choose to increase pay to meet the salary threshold or transfer the position to the nearest grade on the non-exempt grid.
 - Executive Admin/Tourism (\$53,560.00 -101/2)
 - All other positions on the 101,102, and 103 pay grades exceed that minimum amount.Action will only be necessary after a final decision is made
- Non-exempt: On 1/1/2024 Minimum Wage increases to \$12.00 per hour.
 - Missing steps are due to those steps being below the anticipated \$12.00/hour minimum wage which will go in to effect January 1, 2024.
 1. After COLA is adopted (effective 9/30/2023), any employee in these steps must be moved to the closest step being above \$12.00 effective 1/1/2024.
 2. This may impact 4 positions: Library Page, Museum Support Clerk, Nutrition Delivery Driver, and Nutrition Aide.

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- Fire: Assistant Fire Chief moved to the exempt pay grid equal to the position of Police Lieutenant. This is being done as part of the succession planning which has taken place over the past two years.

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING THE CLASSIFICATION AND COMPENSATION PLAN FOR 2023-24.]

A motion was made by Council Member Mischnick, which was seconded by Councilmen Andersen to approve Resolution No. 23-69 which will accept and approve the amended Classification Plan for the 2023/2024 Fiscal Budget Year, which follows in its entirety:

RESOLUTION NO. 23-69

WHEREAS, the City Council of the City of Alliance passed and approved Ordinance No. 2964 effective September 19, 2023, providing for the future adoption and amendment to the classification plan and pay schedule by resolution of the City Council.

WHEREAS, the City Manager has proposed a classification plan and compensation schedule for Fiscal Year 2023-2024, which is attached to this Resolution;

WHEREAS, the City Council agrees with the proposals of the City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Alliance that the Classification Plan attached hereto is hereby adopted for Fiscal Year 2023-2024, effective September 30, 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. 23-70 which will accept and approve the amended rates to the Water and Sewer Rate Schedule Classification. The following information was provided:

[The amended rate schedule has been provided for review by City Council.

RECCOMENADATION: APPROVE AMENDED RATE SCHEDULE FOR WATER AND SEWER.]

A motion was made by Council Member Mashburn, which was seconded by Councilmen Mischnick to approve Resolution No. 23-70 which will accept and approve accept and approve

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the amended rates to the Water and Sewer Rate Schedule Classification, which follows in its entirety:

RESOLUTION NO. 23-70

A RESOLUTION AMENDING ALL WATER RATE AND SEWER RATE SCHEDULE CLASSIFICATIONS, REPEALING PORTIONS OF ORDINANCES OR RESOLUTIONS NOT CONSISTENT WITH THE CHANGES HEREIN AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. Staff has prepared amendments to water rates for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Division 2, Article IV of the Alliance Municipal Code. All is hereby amended with an effective date of this Ordinance, in the following particulars:

Within the City limits - Residential Urban and Commercial Urban

Block 1	\$1.483 per 100 cubic feet for the first 600 cubic feet
Block 2	\$1.675 per 100 cubic feet for the next 3500 cubic feet after the Block 1 amount
Block 3	\$2.062 per 100 cubic feet for the next 2500 cubic feet after Blocks 1 and 2
Block 4	\$2.577 per 100 cubic feet for any amount over Blocks 1, 2, and 3

Outside the City limits - Residential Rural and Commercial Rural

Block 1	\$1.631 per 100 cubic feet for the first 600 cubic feet
Block 2	\$1.843 per 100 cubic feet for the next 3500 cubic feet after the Block 1 amount
Block 3	\$2.268 per 100 cubic feet for the next 2500 cubic feet after Blocks 1 and 2
Block 4	\$2.834 per 100 cubic feet for any amount over Blocks 1, 2, and 3

Manufacturing Rate

Manufacturing Rate is \$1.442 per 100 cubic feet.

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Industrial Park Rate

The Industrial Park Rate is \$1.611 per 100 cubic feet.

Municipal Rate

The Municipal Rate is \$1.206 per 100 cubic feet, and will not incur a monthly service charge for each account.

Service Charge

There shall be a monthly service charge for each account serviced by Alliance Municipal Water System in the amount of:

<u>Meter Size</u>	<u>Service Charge</u>	<u>Meter Size</u>	<u>Service Charge</u>
5/8"	\$15.82	3"	\$113.30
3/4"	\$15.82	4"	\$145.66
1"	\$15.82	6"	\$215.29
1-1/2"	\$34.13	8"	\$307.46
2"	\$68.25		

SECTION 3. Staff has prepared amendments to sewer rates for submission to the City Council.

SECTION 4. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-448 and Sec. 28-449 of the Alliance Municipal Code. All is hereby amended with an effective date of this Ordinance, in the following particulars:

The total sewer use charges shall consist of two (2) components: a Customer Charge and the Sewer Use Charge:

1. Customer Charge

- a. Urban \$3.35 per month

Each residential, commercial and industrial user connected to the sewer system within the corporate limits of the City of Alliance, Nebraska.

- b. Rural \$3.66 per month

Each residential, commercial and industrial user connected to the sewer system outside of the corporate limits of the City of Alliance, Nebraska.

2. Sewer Use Charge

- a. Urban \$1.301 per 100 cubic feet of water used per month

September 19, 2023

b. Suburban \$1.434 per 100 cubic feet of water used per month

Customers that do not have an established sewer use charge will be charged the average sewer charge of other like users.

3. Sanitary Sewer Tap Fee

In order to recover labor and materials for tapping of lines, a tap fee in the amount of \$200.00 shall be charged at the time the City main is tapped.

Tap fees for lines greater than 4 inches will increase at \$50.00 per inch.

SECTION 5. All other Ordinance s, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec.28-263(b) and Sec. 28-449(g) of the Alliance Municipal Code shall not be repealed by this Ordinance.

SECTION 6. This Ordinance shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until October 1, 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. 23-71 which will accept and approve the amended rates of Solid Waste Disposal. The following information was provided:

[The amended rate schedule has been provided for review by City Council.

RECCOMENADATION: APPROVE AMENDED RATE SCHEDULE FOR SOLID WASTE DISPOSAL.]

A motion was made by Vice-Mayor McGhehey, which was seconded by Councilmen Mischnick to approve Resolution No. 23-71 which will accept and approve accept and approve the amended rates to Solid Waste Disposal, which follows in its entirety:

RESOLUTION NO. 23-71

A RESOLUTION AMENDING DISPOSAL RATES FOR SOLID WASTE AND REPEALING PORTIONS OF ORDINANCE S OR RESOLUTIONS NOT CONSISTENT WITH THE CHANGES HEREIN.

September 19, 2023

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

SECTION 1. Staff from the City’s Refuse and Finance Departments has prepared amendments to disposal rates for solid waste resulting from the findings of the Cost of Service and Rate Design Study conducted by the Nebraska Municipal Power Pool for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-483(a) and 28-484(a) of the Alliance Municipal Code. All such rates are hereby amended effective October 1, 2023, in the following particulars:

		October 1, 2023
Rate Class	Existing Rate	New Rates
Residential – City	\$19.32	\$24.15
Commercial – City (3 yard container)	96.08	120.10
Commercial – City (1.5 yard container)	49.19	61.49
Disposal Fee Types		
Asbestos	Not Accepted	Not Accepted
Ashes	57.99	72.49
Brush	18.20	22.75
Construction and Demolition	59.93	74.91
Contaminated Soil	97.80	122.25
Fill	15.91	19.89
Metal	21.59	26.99
Municipal Solid Waste	60.55	75.69
Non-baleable MSW	97.80	122.25
Pallet	Not Accepted	Not Accepted
Shingles	59.93	74.91
Tire – Truck and Tractor	19.17	23.96
Tire – Over 16”	9.68	12.10

September 19, 2023

Tire – 15” and below	5.97	7.46
White Goods	11.96	14.95
White Goods w/Freon	30.15	37.69
Minimum Fee	8.75	10.94

SECTION 3. All other Ordinance s, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec. 28-483(h) and Sec. 28-484(c) of the Alliance Municipal Code shall not be repealed by this Resolution.

SECTION 4. This Ordinance shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until October 1, 2023.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The last item on the agenda was Resolution No. 23-72 which will accept and approve the changes to the established Golf Fee Schedule and Policies for SkyView Golf Course. The following information was provided:

[The amended rate schedule has been provided for review by City Council.

RECCOMENADATION: APPROVE AMENDED RATE FEE SCHEDULE AND POLICIES FOR SKYVIEW GOLF COURSE.]

A motion was made by Council Member Andersen, which was seconded by Councilmen Mischnick to approve Resolution No. 23-72 which will accept and approve changes to the established Golf Fee Schedule and Policies for SkyView Golf Course, which follows in its entirety:

RESOLUTION NO. 23-72

WHEREAS, The City of Alliance owns and operates a Municipal Golf Course; and

WHEREAS, Fees are required for the upkeep, maintenance and improvement of the golf course; and

September 19, 2023

WHEREAS, Staff and Golf Administrator Palmer desire to implement new policies and fees at SkyView Golf Course; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the changes to the established Golf Fee Schedule and Policies are hereby authorized. Golf course fees beginning January 1, 2024 shall be as follows:

Annual Pass/Memberships		
	Single	\$540.00
\$785.00	Single/Plus Adult (residing in same residence)	
	One Adult/One Child (residing in same residence)	\$650.00
	Child or Student (22 years and under/attending school)	\$175.00
	Full Family (residing in same residence)	\$925.00
Green Fees		
	9 Holes	\$23.00
	18 Holes	\$33.00
	Punch Card Purchase -	
	10 Rounds/9 Holes	\$208.00
	10 Rounds/18 Holes	\$297.00
Trail Fees		
	Daily	\$5.50
	Annual	\$83.00
Cart Fees		
	9 holes per person	\$11.00
	18 holes per person	\$18.00
	Annual Cart Rental – Single	\$450.00
	Annual Cart Rental – Couple	\$725.00
	Cart Storage	\$360.00
	Men’s Locker	\$45.00
	Women’s Locker	\$45.00

Trail Fee Policy:

- Each private golf cart stored at SkyView Golf Course shall have one responsible party. Family members of the responsible party who reside in the same household as the responsible party may utilize the private carts without payment of a trail fee. Golfers that do not reside in the same household as the responsible party shall be responsible for paying either a daily or annual trail fee.

Payment Policy:

- All fees due shall be paid at the SkyView Golf Course Pro Shop.

Roll call vote with the following results:

September 19, 2023

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

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the September 19, 2023 City Council Meeting at 7:17 p.m.

Earl Jones, Mayor

(SEAL)

Shelbi C. Pitt, City Clerk

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

September 26, 2023

ALLIANCE CITY COUNCIL

SPECIAL MEETING, TUESDAY, SEPTEMBER 26, 2023

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

The Alliance City Council met in a Special Meeting, September 26, 2023 at 8:00 a.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on September 20, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Vice Mayor McGhehey opened the September 26, 2023 Special Meeting of the Alliance, Nebraska City Council at 8:02 a.m. Present were Vice Mayor McGhehey and Council Members Mischnick, and Andersen. Also present was City Clerk Pitt and City Treasurer Baker. Excused from the meeting was Mayor Earl Jones and Council Member Mashburn.

- Vice Mayor McGhehey read the Open Meetings Act Announcement.
- The only item on the agenda was the Public Hearing on the Proposed 2023/2024 Budget setting the Property Tax Request.

Vice- Mayor McGhehey stated “Now is the date, time, and place to conduct a Public Hearing on the proposed 2023-24 Property Tax Request. The proposed property tax request contains anticipated and estimated revenues and expenses for the next fiscal year.” The Public Hearing was opened at 8:04 a.m.

Vice-Mayor McGhehey invited anyone in the public to speak on behalf or against the proposed property tax request.

With no testimony offered, Vice-Mayor McGhehey closed the Public Hearing at 8:05 a.m.

September 26, 2023

There being no further business, the Alliance City Council adjourned the September 26, 2023 Special City Council Meeting at 8:05 a.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.

September 26, 2023

ALLIANCE CITY COUNCIL

SPECIAL MEETING, TUESDAY, SEPTEMBER 26, 2023

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

The Alliance City Council met in a Special Meeting, September 26, 2023 at 8:15 a.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on September 20, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Vice Mayor McGhehey opened the September 26, 2023 special meeting of the Alliance, Nebraska City Council at 8:15 a.m. Present were Vice Mayor McGhehey and Council Members Mischnick, and Andersen. Also present were City Clerk Pitt, City Manager Sorensen and City Treasurer Baker. Excused from the meeting was Mayor Earl Jones and Council Member Mashburn.

- Vice Mayor McGhehey read the Open Meetings Act Announcement.

- The Consent Calendar was the first item on the agenda. A motion was made by Councilman Andersen, which was seconded by Councilman Mischnick to approve the Consent Calendar as follows:

CONSENT CALENDAR – SEPTEMBER 26, 2023

1. Approval: Payroll from September 22, 2023 in the total amount of \$272,021.69.

2. 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; \$779,621.95.

4. Approval: Resolution 23-74 which will approve the Enterprise Funds Transfers.

September 26, 2023

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: McGhehey, Mischnick, and Andersen.

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the September 26, 2023 Special City Council Meeting at 8:16 a.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 Special Meeting on Tuesday, September 26, 2023 at 8:00 a.m. Present were Council Members McGhehey, Mischnick, and Andersen.

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

1. Conducted Public Hearing on the proposed 2023-2024 property tax request for the City of Alliance.

Meeting adjourned at 8:05 a.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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, September 26, 2023 at 8:15 a.m. Present were Council Members Mischnick, McGhehey, and Andersen.

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

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

Meeting adjourned at 8:16 a.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.

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					
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
HANSEN'S LOCKSMITHING	KEYS	8012	09/19/2023	16.00	
Total City Administration:				16.00	
Total City Administration:				16.00	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	15296	09/20/2023	30.00	
Total Police Administration:				30.00	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	#122 REPAIRS	67511	09/22/2023	651.66	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	TIRE REPAIR	155153	09/19/2023	20.00	
Total Police Operations:				671.66	
Total Police Department:				701.66	
01-71-72-45-561 Bldg Maintenance Material	General Fund	Senior Center	Cultural and Leisure		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7811288	09/22/2023	46.16	
01-71-72-45-561 Bldg Maintenance Material	General Fund	Senior Center	Cultural and Leisure		
FARM PLAN	BUILDING MAINTENANCE MATERIA	51202387	09/25/2023	26.96	
Total Senior Center:				73.12	
Total Cultural and Leisure Services:				73.12	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
KALIN KROHE	BANDS ON THE BRICKS	5	06/09/2023	225.00	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
JASON WENTWORTH	BANDS ON THE BRICKS	4	06/09/2023	225.00	
Total Marketing:				450.00	
Total Culture and Leisure Services:				450.00	
Total General Fund:				1,240.78	
Electric Fund					
05-51-53-43-371 Contract Grounds Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7804352	09/19/2023	250.11	
05-51-53-43-371 Contract Grounds Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7805593	09/20/2023	50.05	
05-51-53-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	OIL	2723-467921	09/21/2023	32.29	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	PARTS	286847	09/22/2023	193.33	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	PARTS	286892	09/25/2023	47.04	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Urban Distribution:				572.82	
Total Utility Superintendent:				572.82	
Total Electric Fund:				572.82	
Refuse Fund					
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	21496/1	09/20/2023	3.28	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	21545/1	09/22/2023	33.98	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	BULK FUEL	U3323175	09/22/2023	3,082.10	
06-51-55-45-554 Refuse-Oil,Grease	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	HYDRAULIC FLUID	P17112	09/22/2023	564.33	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	HYDRAULIC FLUID	2106973	09/22/2023	353.89	
06-51-55-45-569 Other Replacement Parts	Refuse Fund	Refuse Disposal	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	4616	09/22/2023	108.12	
06-51-55-45-569 Other Replacement Parts	Refuse Fund	Refuse Disposal	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	4665	09/22/2023	68.74	
Total Refuse Disposal:				4,214.44	
Total Public Works:				4,214.44	
06-52-99-58-841 Baler Loan - Principal	Refuse Fund	Debt Services	Public Works		
NEBRASKA BANK	PRINCIPAL	OCTOBER 202	10/01/2023	20,000.00	
06-52-99-58-841 Baler Loan - Principal	Refuse Fund	Debt Services	Public Works		
PLATTE VALLEY BANK	PRINCIPAL - REFUSE TRUCK	SEP-23	09/21/2023	10,601.38	
06-52-99-58-842 Baler Loan - Interest	Refuse Fund	Debt Services	Public Works		
NEBRASKA BANK	INTEREST	OCTOBER 202	10/01/2023	900.00	
06-52-99-58-842 Baler Loan - Interest	Refuse Fund	Debt Services	Public Works		
PLATTE VALLEY BANK	INTEREST - REFUSE TRUCK	SEP-23	09/21/2023	864.88	
Total Debt Services:				32,366.26	
Total Public Works:				32,366.26	
Total Refuse Fund:				36,580.70	
Sewer Fund					
07-52-58-42-294 Conferences, Cont Education	Sewer Fund	Sewer	Public Works		
NE DEPT OF ENVIRONMENT AND E	TRAINING COURSE	BU84PW2256.	09/19/2023	260.00	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	21254/1	08/30/2023	.25	
Total Sewer:				260.25	
Total Public Works:				260.25	
Total Sewer Fund:				260.25	
Water Fund					
08-52-51-44-479 CNTSVC Other	Water Fund	Water Treatment	Public Works		
WESTERN NE COMMUNITY COLLE	CDL CLASS	6378	07/01/2023	1,100.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Water Treatment:				1,100.00	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	SMALL TOOLS/EQUIP	286781	09/22/2023	7.48	
Total Distribution:				7.48	
Total Public Works:				1,107.48	
Total Water Fund:				1,107.48	
Airport					
22-41-43-58-831 W & N Interest	Airport	Airport Operations	Airport		
FIRST NATIONAL BANK OF OMAHA	INTEREST	OCT-23	10/01/2023	2,643.75	
Total Airport Operations:				2,643.75	
Total Airport:				2,643.75	
Total Airport:				2,643.75	
Public Transit Fund					
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
IDEAL LINEN INC	TOWELS	11189476	09/19/2023	50.83	
Total Transit - Administration:				50.83	
23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Public Transit Fund	Transit - Operations	Public Works		
CITY OF ALLIANCE	ANNEX BUILDING RENT	14713	09/01/2023	1,095.00	
Total Transit - Operations:				1,095.00	
Total Public Works:				1,145.83	
Total Public Transit Fund:				1,145.83	
Adminstration Internal Service					
51-17-17-44-423 Database Subscriptions	Adminstration Intern	MIS	Technology		
CASELLE INC	ANNUAL SUPPORT & MAINTENANC	127098	09/01/2023	20,531.00	
51-17-17-44-423 Database Subscriptions	Adminstration Intern	MIS	Technology		
CIVIC PLUS	ANNUAL FEE	269452	10/01/2023	7,488.47	
Total MIS:				28,019.47	
Total Technology:				28,019.47	
Total Adminstration Internal Service:				28,019.47	
Grand Totals:				71,571.08	

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

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Cemetery Certificate (Survivorship)

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

Know All Men By These Presents:

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

Robert L. and Patricia J. Furrow

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

Lot thirteen (13), Section One (1), Block Twenty-Eight (28); according to the recorded plat thereof; and

Lot fourteen (14), Section One (1), Block Twenty-Eight (28); according to the recorded plat thereof.

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

IN WITNESS WHEREOF, the said City of Alliance a municipal corporation has caused these presents to be signed by its Mayor and attested by its City Clerk and its corporate seal to be affixed hereto all on the 3rd day of October, 2023.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

Cemetery Certificate (Survivorship)

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

Know All Men By These Presents:

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

Kathleen Meier

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

East Half (E ½) Lot One (1), Section Four (4), Block Twenty-two (22); according to the recorded plat thereof.

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

IN WITNESS WHEREOF, the said City of Alliance a municipal corporation has caused these presents to be signed by its Mayor and attested by its City Clerk and its corporate seal to be affixed hereto all on the 3rd day of October, 2023.

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 TWO HUNDRED TEN and 00/100^{THS} DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

Jacki L. Howell

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

North-Half (N ½) Southeast Quarter (SE ¼) Lot Three (3), Section Five (5), Block Twenty (20); 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 3rd day of October, 2023.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

RESOLUTION NO. 23-75

WHEREAS, The City of Alliance Landfill 2023-24 budget included a CIP Purchase for an excavator for the Landfill; and

WHEREAS, The City of Alliance determined that it was in the City's best interest to purchase an excavator to eliminate the need to hire contractors; and

WHEREAS, Murphy Tractor and Equipment was contacted and provided pricing and availability for a 2023 John Deere 210-P excavator, in the amount of Sixty-Four Thousand One Hundred Eight Dollars and 75/100ths (\$64,108.75).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor be and hereby is authorized to enter into a contract for the Seven Year Municipal Lease in the amount of Sixty-Four Thousand One Hundred Eight Dollars and 75/100ths (\$64,108.75) for the first year from Murphy Tractor and Equipment.

BE IT FURTHER RESOLVED, payment will be from GL# 06-51-55-59-950.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

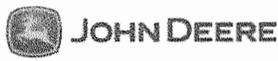
(SEAL)

Attest:

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS			
NAME(First, Middle, Last) CITY OF ALLIANCE				DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 170979	
STREET or RR PO BOX D				STREET or RR 220810 Highway 92			
CITY ALLIANCE		STATE NE	ZIP CODE 69301	COUNTY Box Butte	CITY Gering	STATE NE	ZIP CODE 69341
PHONE NUMBER 308-762-5400		EMAIL ADDRESS DPHILLIPS@CITYOFALLIANCE.NET		Date Of Order: Sep 26, 2023		Phone Number 308-436-2177	
REWARDS # 980530465				Dealer Order No.: 17100815		TYPE OF SALE: <input type="checkbox"/> CASH <input type="checkbox"/> LEASE <input checked="" type="checkbox"/> TIME SALE	
PURCHASER NAME AND ADDRESS (Second Signer)				PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 84 Sanitary Landfill/Refuse	
NAME(First, Middle, Last)				Add Purchaser to Mailing List (Check One or More)			
STREET or RR				<input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
CITY		STATE	ZIP CODE	COUNTY	PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		
PHONE NUMBER		EMAIL ADDRESS		Purchaser Acct.:			
REWARDS #				<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
				NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County BOX BUTTE		Use State/Province NE	COUNTY CODE 13			
(Initials)				(Initials)				
Ultimate Uptime Package Purchase:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
QTY	NEW W	USED O	RENTAL T	DMVC U	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2023 JOHN DEERE 210 P-Tier Excavator Stock # 232211	0		
1					EX20HDC42 New 2023 WERKBRAU EX20HDC42 42" 1.48CY HD/HC BKT, 5 U30S, PINS Stock # #228857	0		
1					251-00013-00 New 2023 TAG MANUFACTURING 251-00013-00, MAIN PIN, 4 TINE, W/CPLR, 42" BKT Stock # #230646	0		
1					HD240-80 New 2023 WERKBRAU HD240-80, HYD DLOCK PIN GRBR CPLR W/PINS, KIT Stock # #234184	0		
+ John Deere Extended Warranty : 84 month/5.000 hour Of Powertrain/ Hydraulics								
(1) TOTAL CASH PRICE								\$ 266,950 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 266,950 00
				(5) SUBTOTAL	\$ 266,950 00
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7)	\$ 266,950 00



ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="CITY OF ALLIANCE"/>	Signature	_____	Date	_____
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	<input type="text" value="Murphy Tractor & Equipment"/>	Signature	_____	Date	_____
Salesperson	<input type="text" value="BATEMAN,MIKE"/>	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	_____
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STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Narrative

October 3, 2023



RESOLUTION - SEAL COAT RUNWAYS 12/30 & 8/26 CONSULTANT AGREEMENT

The Alliance Municipal Airport has included on its capital improvement program through the Federal Aviation Administration (FAA) a project to seal coat Runway 12/30 and Runway 8/26 in FY2024. Seal coats are a part of the required maintenance plan to maintain the airport surfaces.

The proposed project will consist of sealing any cracks, placing a rejuvenation sealer on the existing bituminous surface and applying new pavement markings on the runways. The estimate for this project is \$1,055,530.00 with the FAA participating at the current funding levels of 90% and the City of Alliance providing the 10% match.

This is the second step in proceeding with the project with application for grant and agency agreement to follow at a later date. City Council approved Airport Engineer Selection on December 15, 2020 and this is the consultant agreement for this specific project.

RECOMMENDATION: APPROVE THE RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE CONSULTANT AGREEMENT WITH M.C. SCHAFF & ASSOCIATES.

RESOLUTION NO. 23-76

WHEREAS, The City of Alliance operates the Alliance Municipal Airport; and

WHEREAS, As a result seal coats are a part of the required maintenance plan to maintain the airport surfaces; and

WHEREAS, The proposed project will consist of sealing any cracks, placing a rejuvenation sealer on the existing bituminous surface and applying new pavement markings on the runways; and

WHEREAS, The M.C. Schaff & Associates, Inc., of Scottsbluff, Nebraska has prepared a Consultant Agreement to provide engineering services for the following phases: design, bidding, construction and close out; and

WHEREAS, The estimate for this project is \$1,055,530.00 with the FAA participating at the current funding levels of 90% and the City of Alliance providing the 10% match.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign a Consultant Agreement between M.C. Schaff & Associates, Inc., and the City of Alliance to provide for professional services for engineering and construction oversight for the Bituminous Seal Coat for Taxiways and Apron Areas at the Alliance Municipal Airport.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest:

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

CONSULTANT AGREEMENT

FOR FAA PROJECTS

Airport Improvement Program (AIP) Project No. 3-31-0003-027

Alliance Municipal Airport

THIS CONTRACT is made and entered into by and between the consulting firm of *M.C. Schaff & Associates of Scottsbluff, Nebraska*, hereinafter called the "Consultant" and the *City of Alliance, Nebraska*, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

Removal of existing pavement markings, sealing existing cracks, installation of new bituminous seal coat material, and installation of new pavement markings on Runway 12/30 and Runway 8/26. Approximate pavement rehabilitation limits are outlined in Exhibit E attached to this agreement.

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 6 for the following project.

Removal of existing pavement markings, sealing existing cracks, installation of new bituminous seal coat material, and installation of new pavement markings on Runway 12/30 and Runway 8/26. Approximate limits of pavement rehabilitation are as follows:

RW 12/30 Pavement	9,203-ft x 150-ft
RW 8/26 Pavement	6,190-ft x 75-ft
TW Connector Pavement within the RSA	9,000 s.y.
RW 8/26 Chevron Pavement Markings	11,800 s.f.

David Schaff (P.E.) will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

“THIS PHASE NOT USED”

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, the Nebraska Department of Transportation (NDOT) Aeronautics Division and the Federal Aviation Administration (FAA) in accordance with FAA AIP Sponsor Guide No. 910-PreDesign Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.
- b. Conduct field investigations or engineering studies. At a minimum the field investigations shall include the following items:
 - Site visit to determine pavement condition and project limits
- c. Conduct field surveys – as necessary – in accordance with FAA Advisory Circular 150/5300-16, 17 &18.
- d. Prepare detailed plans (approximately **55** sheets), specifications, contract documents and Engineer’s Design Report. Provide survey data information for construction limits, pavement marking locations, NAVAID locations, control points, key topographical elevations, and additional existing conditions in coordination with the detailed plans. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer’s Design Report will be submitted to the NDOT, FAA, and the Sponsor for review within **90** days of this agreement. The following copies will be provided for review:

<i>Description</i>	<i>FAA</i>		<i>NDOT</i>		<i>Sponsor</i>	
	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>
Specifications	1	1		1	1	1
Contract Docs.	1	1		1	1	1
Plans – Full Size	1					
Plans – Half Size	1	1		1	1	1
Design Report	1	1		1	1	1

At a minimum, the Engineer’s Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer’s Report.

- General Scope of Project
- Photographs
- Design Standards
- Airport Operational Safety
- Site Conditions
- Pavement Design - FAARFIELD
- Material Available
- Pavement Marking
- Lighting
- Signage
- Navigational Aids
- Environmental Considerations
- Underground Utility Lines in Work Areas
- Miscellaneous Work Items

- FAA Owned Facilities
- Non-AIP work
- Engineers Estimate
- Project Schedule
- Project Budget
- Sponsor Modifications to Design or Construction Standards
- DBE Participation
- Pre-design Meeting Minutes

- e. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
- (1) FAA AIP Sponsor Guide No. 920 Engineer’s Report
 - (2) FAA AIP Sponsor Guide No. 930-Plans & Specifications
 - (3) FAA AIP Sponsor Guide No. 940-Regional Approved Modifications to AC 150/5370-10
 - (4) FAA AIP Sponsor Guide No. 950-Sponsor Modifications of FAA Standards
 - (5) FAA AIP Sponsor Guide No. 951-Use of State Standards
 - (6) FAA AIP Sponsor Guide No. 960-Operational Safety on Airport During Construction
- f. Revise and submit plans, specifications, contract documents and Engineer’s Design Report, one time, within **14** days of receipt of comments from the NDOT, FAA, and the Sponsor. The following copies will be provided:

<i>Description</i>	<i>FAA</i>		<i>NDOT</i>		<i>Sponsor</i>	
	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>
Specifications		1		1	1	1
Contract Docs.		1		1	1	1
Plans – Half Size		1		1	1	1
Design Report		1		1	1	1
Response to Review Comments Received		1		1	1	1

- g. Prepare and submit a Construction Safety and Phasing Plan (CSPP) in accordance with FAA’s current Advisory Circular (AC) 150/5370-2. Prepare and submit 7460-1 “Notice of Proposed Construction or Alteration” CSPP information into the FAA OE/AAA website for all CSPP construction limits, haul routes, storage/staging areas, and contractor access points.
- h. Prior to design of project the Consultant agrees to make a site visit to the Airport to review existing conditions.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA AIP Sponsor Guide No. 1010-Bidding.
- b. Conduct a pre-bid conference.
- c. Answer questions raised during the bidding process. Issue addenda as required.
- d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts. Provide a written recommendation to the Sponsor regarding the award of the project. The recommendation, at a minimum, shall include the following items:
 - Bid date
 - Summarized bid tabulation
 - Evaluation of unit bid prices, extensions and total base bid(s)
 - Addendum and acknowledgements
 - Additional insured (if any)
 - DBE Utilization, DBE Letter of Intent, DBE goal and Good Faith Efforts (GFE). Review of GFE for compliance with Sponsor’s approved DBE program.
 - Buy American Compliance
 - Tentative list of subcontractors
 - Confirm bidder’s signature
 - Bid guarantee
 - Prequalification requirements (if required)
 - Pre-bid meeting
 - Review of Contractor qualifications
 - Debarment list verification – SAM.gov
 - Recommendation of award
- e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to NDOT/FAA in accordance with FAA AIP Sponsor Guide No. 1020-Contract Award, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide the following copies to FAA, NDOT and the Sponsor:

<i>Description</i>	<i>FAA</i>		<i>NDOT</i>		<i>Sponsor</i>	
	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>
Executed Contract		1	1	1	1	1

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and NDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)

Based on estimated **55 Working Days** (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Assign a Project Engineer to the project that will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and NDOT. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications. The Engineer shall make weekly site visits to the project to review all progress.
- c. Submit a Construction Observation Program at least 10 days prior to preconstruction meeting. The Consultant will comply with FAA AIP Sponsor Guide No. 1030-Construction Management Program.
- d. Participate in preconstruction conferences, per the latest (as of contract date) FAA AIP Sponsor Guide No. 1040-Preconstruction Conference. Submit a formal report of the conference discussions.
- e. Provide field and/or construction surveys and staking, as required under the FAA standard specification General Provision 50-06, including spot checks and final cross sections for establishing pay quantities and as-built plans.
- f. Upon receipt of NDOT/FAA authorization to issue Notice-to-Proceed, the Consultant will issue, for the Sponsor, the Notice-to-Proceed to the Contractor. NDOT/FAA authorization will not be issued until all conditions are met in accordance with FAA AIP Sponsor Guide No. 1050-Notice-to-Proceed.
- g. Provide on-site full-time construction observation in accordance with FAA AIP Sponsor Guide Nos. 1030-Construction Management Program and 1070 –Inspections.
- h. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts. Review and approve “Buy American” certifications for all products required in accordance with the contract documents.
- i. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA AIP Sponsor Guide Nos. 1080-Contract Modifications, 1081-Change Orders and 1082-Supplementary Agreements.
- j. Determine amounts owed to construction contractors and process financial documents.
- k. Review compliance with Labor Standards in accordance with FAA AIP Sponsor Guide No. 1060-Labor Provisions. Provide compliance documentation to the Sponsor.
- l. Review compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070-Inspections. All compliance records shall be provided to the Sponsor.
- m. Prepare and submit FAA Quarterly Performance Reports.
- n. Prepare and submit weekly progress reports and construction photos to the Sponsor, FAA, and

NDOT.

- o. Schedule and attend weekly progress meetings with representatives from the contractor and the Sponsor.

SECTION 6: CLOSE OUT PHASE

Under this phase the Consultant agrees to perform the following services.

- a. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.
- b. Prepare as-built record drawings, a final construction report, etc. in accordance with FAA AIP Sponsor Guide No. 1610-Development Project Closeout. Final close-out documents shall be provided to NDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request. Final Engineer's Close-Out Report will be submitted to the NDOT (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans), FAA (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans) and Sponsor (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans).

SECTION 7: SPECIAL SERVICES

“THIS PHASE NOT USED”

SECTION 8: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. **“NOT USED ON THIS PROJECT”**

Section 3: Design Phase. Payment for the items included in Section 3, Design Phase, shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$10,573.07** and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit A attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 3 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$91,905.00**, if the scope of work as set forth in Section 1 is not exceeded. If the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$576.45** and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit B attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified

by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$5,013.00**, if the scope of work as set forth in Section 1 is not exceeded. If the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5: Construction Phase. Payment for the items included in Section 5 Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$8,980.78** and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$78,058.00**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 6: Close Out Phase. Payment for the items included in Section 6 Close Out Phase shall be the lump sum of **\$7,365.00** shown on Exhibit D attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor. Payment shall be due according to the following schedule:

Payment shall be due monthly based on the percentage of work completed.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

SECTION 9: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. The Contractor certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

The Certified Overhead Rate for M.C. Schaff & Associates (Dated November 28, 2022) has been included in Exhibit F of this agreement.

Federal Contract Provisions Attachment (Dated May 24, 2023) has been included in Exhibit G of this agreement and shall be incorporated herein.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 2023, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

M.C. SCHAFF & ASSOCIATES
818 South Beltline Hwy East
Scottsbluff, NE 69361

ATTEST

Title

CITY OF ALLIANCE, NEBRASKA
P.O. Box D
324 Laramie Avenue
Alliance, NE 69301

ATTEST

Title

EXHIBIT A
DESIGN PHASE – ENGINEERING SERVICES (PRIMARY CONSULTANT)

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	1 st Proj Mtg with Sponsor	2	2	2								6
2	Field Survey, Investigation					50	60					110
3	2 nd Proj Mtg with Sponsor			4								4
4	Prepare Plans	8	40		120				250		2	420
5	Prepare Specifications		8		40				80			128
6	Prepare Phasing Plans			24	24							48
7	Prepare CSPP			2				8	40			50
8	7460 Submittal CSPP											0
9	Prepare Design Report		16		24				60			100
10	3 rd Proj Mtg with Sponsor		2	2								4
11	90% Review Submittal		2	2								4
12	Answer Review Comments		2		12							14
13	Final Submittal			2							1	3
Subtotal Hours		10	72	38	220	50	60	8	430	0	3	891
Hourly Rate		\$89.40	\$52.88	\$47.12	\$40.00	\$27.00	\$22.12	\$27.64	\$22.12	\$25.00	\$28.00	
Direct Salary Cost		\$894.00	\$3,807.36	\$1,790.56	\$8,800.00	\$1,350.00	\$1,327.20	\$221.12	\$9,511.60	\$0.00	\$84.00	\$27,785.84
192.71%	Indirect Cost	\$1,722.83	\$7,337.16	\$3,450.59	\$16,958.48	\$2,601.59	\$2,557.65	\$426.12	\$18,329.80	\$0.00	\$161.88	\$53,546.09
Total Salary Costs		\$2,616.83	\$11,144.52	\$5,241.15	\$25,758.48	\$3,951.59	\$3,884.85	\$647.24	\$27,841.40	\$0.00	\$245.88	\$81,331.93
13.00% Fixed Fee												\$10,573.07

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
Total Lump Sum Design Costs					
Subcontracting Expenses	Contract Value	Contract Type	Primed Fixed Fee	Subtotal	Total
Sub-Consultant -					
Sub-Consultant –					
Total Subcontracting Costs					
				Total Fee for Design Services	\$91,905.00

EXHIBIT B
BIDDING PHASE – ENGINEERING SERVICES (PRIMARY CONSULTANT)

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	Provide Bidding Documents			2							2	4
2	Conduct Pre-Bd Conference		4	4						4		12
3	Answer Questions During Bid Process			6								6
4	Issue Addendums			2								2
5	Attend Bid Opening			2								2
6	Analysis - Bids Received		2									2
7	Furnish Bid Recommendations		1									1
8	Present Bids to Sponsor			2								2
9	Prepare Contract Documents			2								2
10	Submit Final Contracts to Sponsor			1								1
Subtotal Hours		0	7	21	0	0	0	0	0	4	2	34
Hourly Rate		\$89.40	\$52.88	\$47.12	\$40.00	\$27.00	\$22.12	\$27.64	\$22.12	\$25.00	\$28.00	
Direct Salary Cost		\$0.00	\$370.16	\$989.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$56.00	\$1,515.68
192.71%	Indirect Cost	\$0.00	\$713.34	\$1,906.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.71	\$107.92	\$2,920.87
Total Salary Costs		\$0.00	\$1,083.50	\$2,896.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$292.71	\$163.92	\$4,436.55
13.00% Fixed Fee												\$576.45

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
Postage					
Supplies					
Total Lump Sum Bidding Costs					
Subcontracting Expenses	Contract Value	Contract Type	Primed Fixed Fee	Subtotal	Total
Testing					
Sub-Consultant -					
Sub-Consultant -					
Total Subcontracting Costs					
Total Fee for Bidding Services					\$5,013.00

EXHIBIT C
CONSTRUCTION PHASE – ENGINEERING SERVICES (PRIMARY CONSULTANT)
55 WORKING DAYS – ESTIMATED CONSTRUCTION TIME

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	1 st Mtg with Owner	2	2	2						2		8
2	Attend Precon Mtg			4								4
3	Attend Progress Mtgs			40								40
4	Daily Construction Oversight			40						550		590
5	Engineer Project Inspections		24	40								64
6	Review Submittals			4								4
7	Field Survey QA Spot Checks					8						8
8	Submit FAA Qrt Reports			4								4
9	Submit Wkly Progress Reports			12								12
10	Prepare Pay Estimates			4								4
11	Payroll Reports/Wage Interview			2						2		4
12	Prelim Punch List Review			4								4
13	Review Final Quantities		2	2								4
14	Final Mtg with Sponsor	2	2	2						2		8
Subtotal Hours		4	30	160	0	8	0	0	0	556	0	758
Hourly Rate		\$89.40	\$52.88	\$47.12	\$40.00	\$27.00	\$22.12	\$27.64	\$22.12	\$25.00	\$28.00	
Direct Salary Cost		\$357.60	\$1,586.40	\$7,539.20	\$0.00	\$216.00	\$0.00	\$0.00	\$0.00	\$13,900.00	\$0.00	\$23,599.20
192.71%	Indirect Cost	\$689.13	\$3,057.15	\$14,528.79	\$0.00	\$416.25	\$0.00	\$0.00	\$0.00	\$26,786.69	\$0.00	\$45,478.02
Total Salary Costs		\$1,046.73	\$4,643.55	\$22,067.99	\$0.00	\$632.25	\$0.00	\$0.00	\$0.00	\$40,686.69	\$0.00	\$69,077.22
13.00% Fixed Fee												\$8,980.78

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Total Construction Costs					
Subcontracting Expenses	Contract Value	Contract Type	Primed Fixed Fee	Subtotal	Total
Sub-Consultant -					
Sub-Consultant –					
Total Subcontracting Costs					
Total Fee for Construction Over Site Services					\$78,058.00

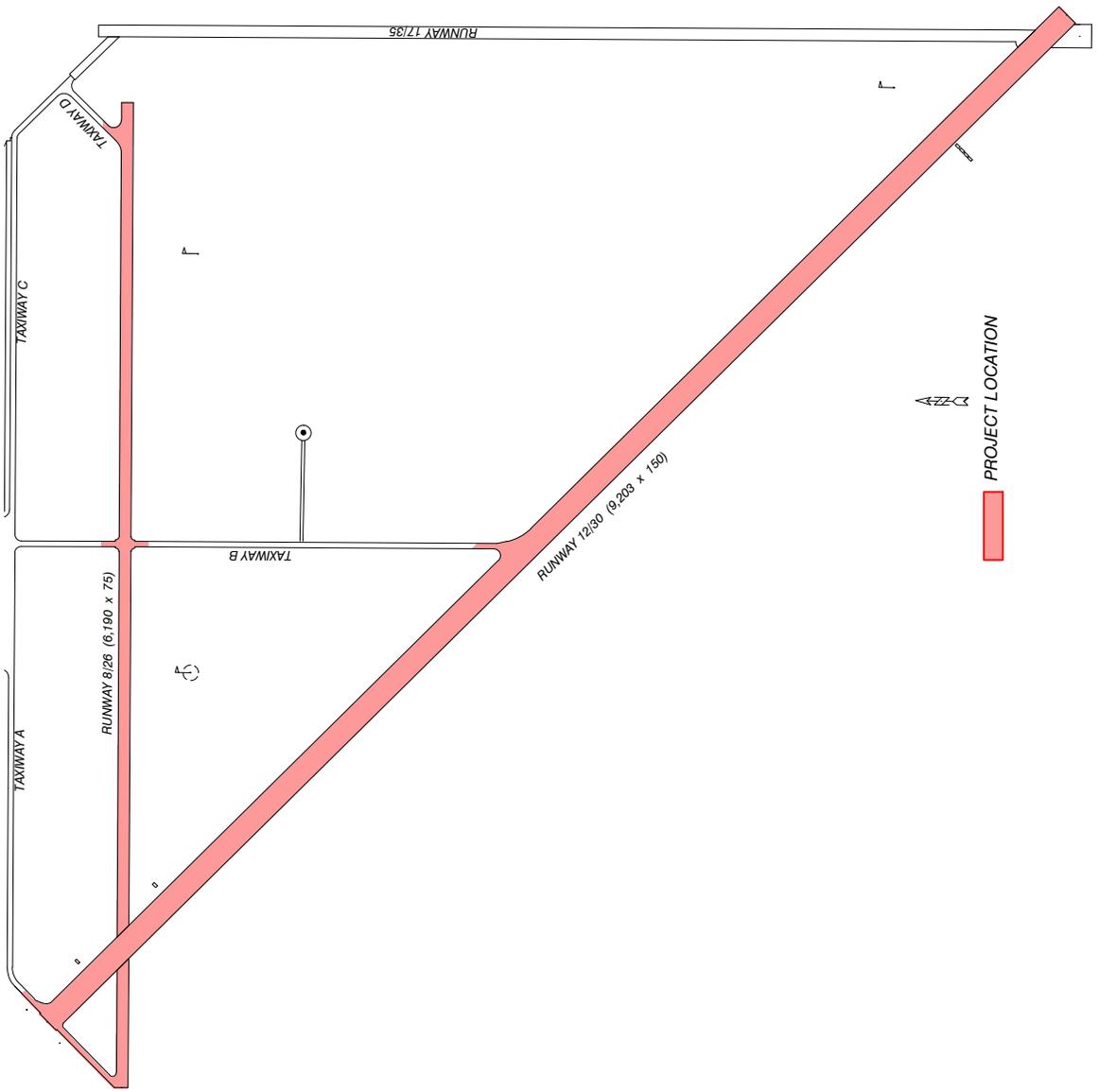
EXHIBIT D
CLOSEOUT PHASE – ENGINEERING SERVICES (PRIMARY CONSULTANT)

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	Prepare Final Close Out Report	1	4		16							21
2	Attend Final Inspection		2	2						2		6
3	Reconcile Final Quantities			2								2
4	Submit Final Report for Review			2								2
5	Submit Final Pay Estimates			2								2
6	Address Final Report Comments		2	2	2							
7	Final Mtg with Sponsor & Airport	2	2	2								
8	Final Document Submittal			2								2
Subtotal Hours		3	10	14	18	0	0	0	0	2	0	35
Hourly Rate		\$89.40	\$52.88	\$47.12	\$40.00	\$27.00	\$22.12	\$27.64	\$22.12	\$25.00	\$28.00	
Direct Salary Cost		\$268.20	\$528.80	\$659.68	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$2,226.68
192.71%	Indirect Cost	\$516.85	\$1,019.05	\$1,271.27	\$1,387.51	\$0.00	\$0.00	\$0.00	\$0.00	\$96.36	\$0.00	\$4,291.04
Total Salary Costs		\$785.05	\$1,547.85	\$1,930.95	\$2,107.51	\$0.00	\$0.00	\$0.00	\$0.00	\$146.36	\$0.00	\$6,517.72
13.00% Fixed Fee												\$847.28

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
Postage					
Supplies					
Total Close Out Costs					
Subcontracting Expenses	Contract Value	Contract Type	Primed Fixed Fee	Subtotal	Total
Testing					
Sub-Consultant -					
Sub-Consultant -					
Total Subcontracting Costs					
Total Fee for Close Out Services					\$7,365.00

EXHIBIT E
PAVEMENT REHABILITATION MAP

Alliance Municipal Airport Sponsor: City of Alliance, NE RW 8/26 & RW 12/30 Seal Coat



M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSDLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM



EXHIBIT F
M.C. SCHAFF & ASSOCIATES CERTIFIED OVERHEAD RATE
DATED NOVEMBER 28, 2022

Memorandum

DATE November 28, 2022

TO Project Development Division

FROM Controller Division – Audit Section

SUBJECT Indirect Cost Rate Report, MC Schaff & Associates, Inc.
Year Ended December 31, 2021
NDOT Audit Section Report No. 2021MS

We have completed a review of the Statement of Direct Labor, Fringe Benefits, and General Overhead submitted by MC Schaff & Associates, Inc. for the year ended December 31, 2021.

Our review procedures were limited to analyzing the rate methodology, verifying the arithmetic computations, performing a risk assessment and evaluating the firm's internal control questionnaire responses. We relied upon past audit experience and discussions with the firm's business staff.

In accordance with the cost eligibility principles written within the Federal Acquisition Regulations (FAR), our review found that the firm can support the following rate of 192.71% for the fiscal year ended December 31, 2021.

The accepted indirect cost rate for 2021 has been included in this report as Exhibit A.

Our review does not meet the criteria for a cognizant audit and, as such, our accepted rates are only intended for use on Nebraska Department of Transportation and sub-recipient projects and billings and should not be used for any other purposes.

The results of our review have been discussed with the Consultant.

Report Prepared by



Helene Baustian
Auditor Senior

Report Authorized by



Tami Applebee
Highway Audit Manager

M.C. Schaff and Associates, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2021

<u>Description</u>	<u>M.C. Schaff</u> <u>Trial Balance</u>	<u>M.C. Schaff</u> <u>Disallowed</u>	<u>M.C. Schaff</u> <u>Proposed</u>	<u>NDOT</u> <u>Adjust.</u>	<u>NDOT</u> <u>Accepted</u>	<u>Notes</u>
Direct Labor	\$ 885,842	\$ -	\$ 885,842	\$ -	\$ 885,842	
Fringe Benefits:						
Bonus/Extra Hours	\$ -	\$ 106,419	\$ 106,419	\$ -	\$ 106,419	A
401(K) by Company	240,000	-	240,000	-	240,000	
Paid Time Off		68,924	68,924	-	68,924	A
Health Insurance	336,574	-	336,574	-	336,574	
Officers Life Insurance	8,358	(8,358)	-	-	-	B
Employee Life & Disability	21,891	-	21,891	-	21,891	
Health Savings Acct Exp.	12,779	-	12,779	-	12,779	
Medical Expense	330	-	330	-	330	
Payroll Tax Expense	91,732	-	91,732	-	91,732	
Workers' Comp Ins	17,514	-	17,514	-	17,514	
Total Fringe Benefits	\$ 729,178	\$ 166,985	\$ 896,164	\$ -	\$ 896,164	
General Overhead:						
Job Cost Variance	\$ 23,207		\$ 23,207	\$ -	\$ 23,207	
Indirect Labor	381,351	(175,343)	206,008	-	206,008	A
Project Supplies - Indirect	5,705	-	5,705	-	5,705	
Vehicle Service and Repair	13,047	-	13,047	-	13,047	
Advertising & Marketing	1,045	(1,045)	(0)	-	(0)	C
Bank Charges	683	-	683	-	683	
Credit Card Fees	418	-	418	-	418	
Conventions & Meetings	9,155	-	9,155	-	9,155	
Donations	296	(296)	(0)	-	(0)	D
Depreciation	193,511	-	193,511	-	193,511	
Dues & Subscriptions	14,970	(1,271)	13,699	(1,398)	12,301	E,1
Fees & Licenses	6,680	-	6,680	-	6,680	
Insurance - Property	99,468	-	99,468	-	99,468	
Interest	625	(625)	-	-	-	F
Labor - Contract	44,580	-	44,580	-	44,580	
Lease Expense	13,123	-	13,123	-	13,123	
Legal & Accounting	5,088	-	5,088	-	5,088	
Meals	3,919	-	3,919	-	3,919	
Miscellaneous	26,754	(26,633)	121	-	121	H
Office Supplies	46,249	-	46,249	-	46,249	
Promotion	4,360	(4,360)	-	-	-	C
Postage & Freight	1,573	-	1,573	-	1,573	
Professional Fees	3,140	-	3,140	-	3,140	
Rent	39,713	6,543	46,256	-	46,256	G
Project Professional Fees Indirect	47	-	47	-	47	

Repair & Maintenance	11,549	-	11,549	-	11,549
Supplies	3,725	-	3,725	-	3,725
Surveying - Indirect	261	-	261	-	261
Taxes Real Estate	9,367	-	9,367	-	9,367
Taxes Personal Property	13	-	13	-	13
Travel	724	-	724	-	724
Vehicle Expense	58,298	-	58,298	-	58,298
Utilities, Elec Gas & Water	7,381	-	7,381	-	7,381
Utilities - Telephone	8,564	-	8,564	-	8,564
Total General Overhead	<u>\$ 1,038,586</u>	<u>\$ (203,029)</u>	<u>\$ 812,350</u>	<u>\$ (1,398)</u>	<u>\$ 810,952</u>
Total Fringe Ben & Gen OH	<u>\$ 1,767,764</u>	<u>\$ (36,044)</u>	<u>\$ 1,708,513</u>	<u>\$ (1,398)</u>	<u>\$ 1,707,115</u>
Recap:					
Direct Labor	<u>\$ 885,842</u>	<u>\$ -</u>	<u>\$ 885,842</u>	<u>\$ -</u>	<u>\$ 885,842</u>
Total Fringe Ben & Gen OH	<u>\$ 1,767,764</u>	<u>\$ (36,044)</u>	<u>\$ 1,708,513</u>	<u>\$ (1,398)</u>	<u>\$ 1,707,115</u>

Indirect Cost Rate 192.71%

M.C. Schaff & Associates, Inc. FAR References & Notes

- A Reclass
- B FAR 31.205-19 Officers Life Insurance note allowed
- C FAR 31.205-1 Promotional Expenses not allowed
- D FAR 31.205-8 Contributions not allowed
- E FAR 31.205-22 Lobbying portion of National Dues not allowed
- F FAR 31.205-20 Interest not allowed
- G FAR 31.205-11 (F) & 31.206-36 Common Control of leased properties
- H Non Deductible Miscellaneous Expense

NDOT FAR References & Notes

- 1 31.205-14 Social Activities

EXHIBIT G
FEDERAL CONTRACT PROVISIONS ATTACHMENT
DATED MAY 24, 2023

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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RESOLUTION NO. 23-77

WHEREAS, The City of Alliance utilized Electric Fund reserves to provide interim inter-department loans to the General Fund and the Airport Fund to pay for the City's portion of the runway improvements, as well as other items pending payment of FAA grant funds; and

WHEREAS, The original loan terms were extended to September 30, 2023; and

WHEREAS, Staff is requesting an extension of the remaining loan balances through March 31, 2024 at a revised rate of 5.75%.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the interim inter-department loan to the Airport be extended through March 31, 2024 at a revised rate of 5.75%.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Compounding Period: Monthly

Nominal Annual Rate: 5.900%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/06/2023	266,950.00	1		
2	Payment	09/06/2024	47,925.73	7	Annual	09/06/2030
3	Payment	10/06/2030	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/06/2023				266,950.00
2023 Totals		0.00	0.00	0.00	
1	09/06/2024	47,925.73	16,183.02	31,742.71	235,207.29
2024 Totals		47,925.73	16,183.02	31,742.71	
2	09/06/2025	47,925.73	14,258.71	33,667.02	201,540.27
2025 Totals		47,925.73	14,258.71	33,667.02	
3	09/06/2026	47,925.73	12,217.75	35,707.98	165,832.29
2026 Totals		47,925.73	12,217.75	35,707.98	
4	09/06/2027	47,925.73	10,053.07	37,872.66	127,959.63
2027 Totals		47,925.73	10,053.07	37,872.66	
5	09/06/2028	47,925.73	7,757.16	40,168.57	87,791.06
2028 Totals		47,925.73	7,757.16	40,168.57	
6	09/06/2029	47,925.73	5,322.06	42,603.67	45,187.39
2029 Totals		47,925.73	5,322.06	42,603.67	
7	09/06/2030	47,925.73	2,739.35	45,186.38	1.01
8	10/06/2030	1.00	-0.01	1.01	0.00
2030 Totals		47,926.73	2,739.34	45,187.39	
Grand Totals		335,481.11	68,531.11	266,950.00	

Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.062%	\$68,531.11	\$266,950.00	\$335,481.11

RESOLUTION NO. 23-78

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with Box Butte Development Corporation for the promotion of economic growth of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Box Butte Development Corporation has requested financial support from the City of Alliance to permit Box Butte Development Corporation to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to Box Butte Development Corporation in the amount of Seventy-five Thousand Seven Hundred Dollars (\$75,700) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of Box Butte Development Corporation is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with Box Butte Development Corporation and staff is authorized to make payments accordingly.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-79

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Chamber of Commerce for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Chamber of Commerce has requested financial support from the City of Alliance to permit the Chamber of Commerce to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Chamber of Commerce in the amount of Eleven Thousand Dollars (\$11,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Chamber of Commerce is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Chamber of Commerce and staff is authorized to make payments accordingly.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-80

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Keep Alliance Beautiful for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Keep Alliance Beautiful has requested financial support from the City of Alliance to permit the Keep Alliance Beautiful to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Keep Alliance Beautiful in the amount of Fifty Thousand Dollars (\$50,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Keep Alliance Beautiful is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Keep Alliance Beautiful and staff is authorized to make payments quarterly.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-81

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Panhandle Area Development District (PADD) for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Panhandle Area Development District (PADD) has requested financial support from the City of Alliance to permit Panhandle Area Development District (PADD) to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Panhandle Area Development District (PADD) in the amount of Six Thousand Five Hundred Eighty-One and 30/100 Dollars (\$6,581.30) to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of Panhandle Area Development District (PADD) is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Panhandle Area Development District (PADD) and staff is authorized to make such payment.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-82

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Heartland Expressway for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Heartland Expressway has requested financial support from the City of Alliance to permit the Heartland Expressway to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Heartland Expressway in the amount of \$3,000 to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of the Heartland Expressway is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Heartland Expressway and staff is authorized to make the payment accordingly.

PASSED AND APPROVED this 3rd day of October, 2023.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



Building the Best Hometown in America®

PROCLAMATION

WHEREAS, We, the citizens of Alliance, Nebraska place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies; and,

WHEREAS, The Alliance Electric Department provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and,

WHEREAS, The Alliance Electric Department is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and,

WHEREAS, The Alliance Electric Department is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place in which to live and work, as well as protecting the global environment.; and,

WHEREAS,. That the Alliance Electric Department will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1911, the year when the utility was created to serve all the citizens of Alliance; and,

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

The week of October 1-7, 2023 as:

Public Power Week

In the City of Alliance, Nebraska, and we urge all citizens to join me in honoring the Alliance Electric Department for its contribution to the community and to make its consumer-owners, policy makers, and employees more aware of its contributions to their well-being and how it makes their lives powerful

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 3rd day of October in the year of the Lord Two Thousand Twenty-Three.



Earl Jones, Mayor

Building the Best Hometown in America®

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



ORDINANCE NO. 2966

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 3 AND 4, BLOCK 4, HOMESTEAD ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

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

Section 1. The City of Alliance (“City”) owns the following described real estate (the “Real Estate”):

Lots 3 and 4, Block 4, Homestead Addition to the City of Alliance, Box Butte County, Nebraska.

Section 2. An offer has been made by Tierra Vogel to purchase the Real Estate. The City is willing to accept this offer.

Section 3. The Mayor authorized to sign a Purchase Agreement, Deed and any other documents required to convey the Real Estate to Tierra Vogel, on the following terms:

- a. The purchase price shall be \$7,700.00 paid at closing.
- b. Closing of the sale is conditional upon no valid and successful remonstrance petition being filed against the sale. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale.
- c. All real estate taxes and special assessments shall be prorated to date of closing Tierra Vogel shall pay all closing costs and owner’s title insurance to close. Sale is “as is” with all faults subject to repair of the roof for damage due to a covered property insurance event, which claim was submitted to the City’s insurance carrier before the Purchase Agreement.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Alliance Times-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2023.

Earl Jones, Mayor

(Seal)

Attest:

Shelbi Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm, Legal Counsel