

Council Meetings

January 2, 2024 City Council Meeting

Agenda Materials

Agenda

Agenda 240102	2
Item A - Consent Calendar	
Consent Calendar	3
CC Item - Minutes 231219	4
CC Item - Council Proceedings	7
CC Item - Payroll	8
CC Item - Claims	9
CC Item - Resolution No. 24-01 - 2024 Superintendent Appointment	22
Item B - Ordinance No. 2972 - First Reading Rezone	
Item B - Ordinance No. 2972 Rezone Westco dba Jirdon	24
Item B - Ordinance No. 2972 Rezone Westco dba Jirdon-Application	28
Item B - Ordinance No. 2972 Rezone Westco dba Jirdon-Planning Commissio ...	48
Item C - Resolution No. 24-02 - Landscaping Bid Award	
Item C - Resolution No. 24-02 - Landscape Bid	53
Item C - Resolution No. 24-02 - Landscape Bid - Contract	56
Item C - Planting Bed Maintenance ITB - 2024	60



Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
January 02, 2024 – 7:00 p.m.
AGENDA

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

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

A. Consent Calendar

Approval of Minutes, Council Proceedings, Payroll and Claims
Resolution No. 24-01 – 2024 Street Superintendent Designation

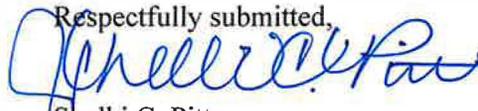
B. Ordinance No. 2972 – First Reading Rezone

Ordinance No. 2972 is before City Council on first reading, which will approve and rezone a 3.88 Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska, from Ag, Agriculture, to C-3, Heavy Commercial Zoning.

C. Resolution No. 24-02 – Landscaping Bid Award

Resolution No. 24-02 will accept and award the 2024 Landscaping Services Bid to the All Seasons Landscaping, LLC, in the total amount of \$30,460.00.

- **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 – JANUARY 2, 2024

1. Approval: Minutes of the Regular Meeting, December 19, 2023.
2. Approval: Payroll from December 29, 2023 in the total amount of \$269,751.72.
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; \$213,952.59.
4. Approval: Resolution No. 24-01 will designate Ross Grant as the City's Street Superintendent for 2024.

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.

December 19, 2023

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, DECEMBER 19, 2023

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

The Alliance City Council met in a Regular Meeting, December 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 December 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 December 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 Attorney Swanson 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 Mashburn, seconded by Councilman Andersen to approve the Consent Calendar as follows:

CONSENT CALENDAR – DECEMBER 19, 2023

1. Approval: Minutes of the Regular Meeting, December 5, 2023.
2. Approval: Payroll from December 15, 2023 in the total amount of \$253,555.03.
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; \$1,127,354.56.
4. Approval: Cemetery Certificate for Dyer, Susan C.

December 19, 2023

5. Approval: Alliance Volunteer Fire Department Roster Update.
6. Approval: Resolution 23-110 which will authorize the City Manager and the City Treasurer to prepay any bill that has been previously budgeted, where penalties could be assessed or where payment must otherwise be expedited incurred as a result of timing prior to City Council approval of the claims listing and the billing cycles of the vendors.

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, McGhehey, Mischnick, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The second item on the agenda was to proclaim for Catholic Schools Week.

The St. Agnes students were in attendance to receive the proclamation for Catholic Schools Week. Vice Mayor McGhehey read the following proclamation:

PROCLAMATION

WHEREAS, The week of January 29, 2024 to February 2, 2024 is National Catholic Schools Week; and,

WHEREAS, The theme of which is “Catholic Schools: Faith. Excellence, Service; and,

WHEREAS, St. Agnes Academy has been part of Alliance, Nebraska since September 1908 and St. Agnes Academy has helped to make our town a loving community; and,

WHEREAS, St. Agnes Academy prepares its’ students not only with fine academic training, but also with spiritual values that will make them good citizens able to contribute their community and become the leaders of the future.

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

The week of January 29, 2024 – February 2, 2024 as:

CATHOLIC SCHOOLS WEEK

December 19, 2023

In the City of Alliance, Nebraska, and urge all citizens to recognize Catholic Schools for their commitment to excellence in quality education.

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 December in the year of the Lord Two Thousand Twenty-Three.

- Last item on the agenda for Council was an Agenda Request from Denise M. Yocum which was received on November 29, 2023 to speak before the City Council.

Councilman Andersen, announced the Agenda Request from Denise M. Yocum will be removed from the Agenda as Denise M. Yocum did not appear to speak before the City Council.

The Alliance City Council adjourned the December 19, 2023 City Council Meeting at 7:06 p.m.

(SEAL)

Earl Jones, Mayor

Shelbi C. Pitt, City Clerk

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

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, December 19, 2023 at 7:00 p.m. Present were Council Members Jones, McGhehey, Mischnick, Andersen and Mashburn.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Proclaimed the week of January 29, 2024 – February 2, 2024 Catholic Schools Week.
3. Removed Agenda Request from Denise M. Yocum to speak before City Council as Denise M. Yocum did not show to speak before the City Council.

Meeting adjourned at 7:06 p.m.

(SEAL)

Earl Jones, Mayor

Attest:

Shelbi C Pitt, City Clerk

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

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **12/29/2023**

GROSS PAYROLL

\$ 240,572.17

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 13,389.11
MEDICARE	\$ 3,343.66
POLICE PENSION - PRINCIPAL	\$ 2,200.12
FIRE PENSION - PRINCIPAL	\$ 2,238.37
GENERAL PENSION - PRINCIPAL	\$ 7,680.41
MISSION SQUARE PENSION	\$ 327.88
H S A SANDHILLS STATE BANK	
HEALTH/LIFE INSURANCE - HEALTH FUND	
TOTAL BENEFITS	\$ 29,179.55

TOTAL PAYROLL COSTS

\$ 269,751.72

CITY CLERK - SHELBI PITT

Report Criteria:

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

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	GENERAL 11/2	12/12/2023	4,576.50-	12/15/2023
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	CARHENG 11	12/13/2023	13.36	12/15/2023
Total :				4,563.14-	
Total :				4,563.14-	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0123856-001	12/08/2023	37.85	
Total City Administration:				37.85	
Total City Administration:				37.85	
01-31-31-44-421 Membership Dues	General Fund	Police Administration	Police Department		
POLICE CHIEFS ASSO OF NEBRAS	MEMBERSHIP DUES	150586	12/20/2023	40.00	
01-31-31-44-444 Natural Gas	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	DEC - 23	12/18/2023	93.20	12/18/2023
01-31-31-45-563 Cleaning Supplies	General Fund	Police Administration	Police Department		
IDEAL LINEN INC	MATS	11201973	12/19/2023	40.46	
Total Police Administration:				173.66	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	TRAINING	13037	12/12/2023	142.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	226525	12/14/2023	22.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	226475	12/07/2023	88.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
SAYLER SCREENPRINTING LLC	SHIRTS	18619	12/13/2023	128.00	
01-31-32-43-341 Medical Services	General Fund	Police Operations	Police Department		
BOX BUTTE GENERAL HOSPITAL	TB SKIN TEST/PHYSICAL	8 APD	12/04/2023	542.00	
01-31-32-44-421 Membership Dues	General Fund	Police Operations	Police Department		
POLICE OFFICERS ASSOC OF NE	MEMBERSHIP DUES	5691	01/01/2024	220.00	
01-31-32-44-441 Electricity	General Fund	Police Operations	Police Department		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	28.85	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	BATTERIES	2723-473987	12/08/2023	289.95	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	BATTERIES	2723-474551	12/18/2023	209.95	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
PRESSURE PALACE	APD FLEET WASHES	29	12/06/2023	57.80	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	OIL CHANGE	68097	12/19/2023	75.95	
01-31-32-45-522 Investigation Supplies	General Fund	Police Operations	Police Department		
LYNN PEAVEY COMPANY	EVIDENCE TECH SUPPLIES	406220	12/22/2023	123.50	
Total Police Operations:				1,928.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-31-33-44-441 Electricity	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	150571	12/13/2023	906.39	
01-31-33-44-442 Water-Sewer	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	150571	12/13/2023	66.43	
01-31-33-44-443 Refuse	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	150571	12/13/2023	72.06	
01-31-33-44-444 Natural Gas	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	150572	12/13/2023	366.65	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1403053	12/12/2023	258.00	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	NETWORK SERVICE CHARGES 12/	1405129	12/21/2023	537.60	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	FAX BILLING	0000002	12/08/2023	441.48	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	308-762-5162	150576	11/28/2023	176.05	
Total Police Support Services:				<u>2,824.66</u>	
01-31-34-44-441 Electricity	General Fund	Animal Control	Police Department		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	467.11	
01-31-34-44-442 Water-Sewer	General Fund	Animal Control	Police Department		
COA UTILITIES	WATER / SEWER	01-03-24 UTILI	12/22/2023	15.90	
01-31-34-44-443 Refuse	General Fund	Animal Control	Police Department		
COA UTILITIES	REFUSE	01-03-24 UTILI	12/22/2023	24.00	
01-31-34-45-526 Other Supplies	General Fund	Animal Control	Police Department		
FARM PLAN	SUPPLIES	51235406	12/18/2023	147.32	
Total Animal Control:				<u>654.33</u>	
Total Police Department:				<u>5,580.65</u>	
01-37-37-44-444 Natural Gas	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	2290 8652 37	DEC - 23	12/18/2023	511.58	12/18/2023
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	176247201	176247201121	12/14/2023	55.37	
01-37-37-45-531 Uniforms	General Fund	Firefighting	Fire Department		
SCOTTSBLUFF SCREEN PRINTING	TSHIRTS	3043922	12/15/2023	66.00	
01-37-37-45-541 Office Furniture, Equipment	General Fund	Firefighting	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	OFFICE FURNITURE	ES00027775	12/12/2023	494.58	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	291416	12/13/2023	19.98	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	291631	12/18/2023	7.18	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7957084	12/15/2023	16.33	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department		
NORTHWEST PIPE FITTINGS INC	BUILDING MAINTENANCE MATERIA	276873	12/07/2023	33.12	
01-37-37-59-915 Capital Outlay-Buildings	General Fund	Firefighting	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	BATHROOM REMODEL	WG50038677	12/07/2023	2,888.15	
Total Firefighting:				<u>4,092.29</u>	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85186296	12/14/2023	102.99	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85181288	12/11/2023	96.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-37-38-45-521 Medical Supplies LIFE-ASSIST INC	General Fund MEDICAL SUPPLIES	Ambulance 1388036	Fire Department 12/12/2023	197.49	
01-37-38-45-531 Uniforms SCOTTSBLUFF SCREEN PRINTING	General Fund TSHIRTS	Ambulance 3043922	Fire Department 12/15/2023	66.00	
Total Ambulance:				463.47	
Total Fire Department:				4,555.76	
01-41-44-44-440 Utilities Reimbursed BLACK HILLS ENERGY	General Fund 8514 7540 93	Facility Maintenance DEC - 23	Public Works 12/18/2023	38.75	12/18/2023
Total Facility Maintenance:				38.75	
01-41-46-43-373 Contract Custodial Services IDEAL LINEN INC	General Fund MOPS AND MATS	Municipal Building 11201976	Public Works 12/19/2023	139.29	
01-41-46-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8314 2036 34	Municipal Building DEC - 23	Public Works 12/18/2023	543.45	12/18/2023
01-41-46-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	General Fund BUILDING MAINTENANCE	Municipal Building 291553	Public Works 12/15/2023	6.59	
01-41-46-45-561 Bldg Maintenance Material FARM PLAN	General Fund BUILDING MAINTENANCE	Municipal Building 51233459	Public Works 12/13/2023	3.49	
01-41-46-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Municipal Building 22609/1	Public Works 12/12/2023	36.99	
Total Municipal Building:				729.81	
Total Public Works:				768.56	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	26.28	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	30.41	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	26.28	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	30.18	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	304.03	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	26.28	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	32.08	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	26.28	
01-71-71-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Parks 01-03-24 UTILI	Cultural and Leisure 12/22/2023	3.35	
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 4303 0966 09	Parks DEC - 23	Cultural and Leisure 12/18/2023	181.60	12/18/2023
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8650 1637 80	Parks DEC - 23	Cultural and Leisure 12/18/2023	133.28	12/18/2023
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 1529 6736 12	Parks DEC - 23	Cultural and Leisure 12/18/2023	182.62	12/18/2023
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8316 6747 88	Parks DEC - 23	Cultural and Leisure 12/18/2023	1,557.48	12/18/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-71-44-482 NRCNTSVC-Vehicle Repair Mtc WOLF FORD OF ALLIANCE	General Fund WHEEL ALIGNMENT	Parks 50221	Cultural and Leisure 10/30/2023	905.03	
01-71-71-45-563 Cleaning Supplies IDEAL LINEN INC	General Fund CUSTODIAL SUPPLIES	Parks 11201525	Cultural and Leisure 12/14/2023	57.90	
Total Parks:				3,549.36	
01-71-72-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8177 7736 40	Senior Center DEC - 23	Cultural and Leisure 12/18/2023	257.66	12/18/2023
01-71-72-45-561 Bldg Maintenance Material BLOEDORN LUMBER - ALLIANCE	General Fund BUILDING MAINTENANCE MATERIA	Senior Center 7947196	Cultural and Leisure 12/08/2023	54.83	
01-71-72-45-561 Bldg Maintenance Material BLOEDORN LUMBER - ALLIANCE	General Fund BUILDING MAINTENANCE MATERIA	Senior Center 7935023	Cultural and Leisure 12/01/2023	14.36	
Total Senior Center:				326.85	
01-71-75-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 4332 1963 21	Swimming Pool DEC - 23	Cultural and Leisure 12/18/2023	38.75	12/18/2023
Total Swimming Pool:				38.75	
01-71-76-44-469 PMCNTSVC-Other PRESTO-X	General Fund PEST CONTROL	Knight Museum 53313398	Cultural and Leisure 11/21/2023	121.00	
01-71-76-45-511 Office Supplies NEBRASKA TOTAL OFFICE	General Fund SCOTCH TAPE	Knight Museum 0123733-001	Cultural and Leisure 12/06/2023	48.34	
Total Knight Museum:				169.34	
01-71-77-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8075 2560 61	Library DEC - 23	Cultural and Leisure 12/18/2023	3,365.44	12/18/2023
01-71-77-46-613 Audio and Visual Materials CARTER'S HOME HARDWARE & AP	General Fund Ornament hooks	Library 22107/1	Cultural and Leisure 11/06/2023	8.45	
Total Library:				3,373.89	
01-71-78-44-479 CNTSVC Other PRESTO-X	General Fund PEST CONTROL	Sallows Museum 53313399	Cultural and Leisure 11/21/2023	50.00	
Total Sallows Museum:				50.00	
Total Cultural and Leisure Services:				7,508.19	
01-79-79-42-413 Other Rents LYLE H HEINE	General Fund CARHENG BILLBOARD LEASE	Marketing 150578	Culture and Leisure 01/03/2024	400.00	
01-79-79-42-413 Other Rents NORMAN W NUSS	General Fund CARHENG BILLBOARD LEASE	Marketing 150579	Culture and Leisure 01/03/2024	150.00	
01-79-79-42-413 Other Rents SAMMIE V STUART JR	General Fund CARHENG BILLBOARD LEASE	Marketing 150580	Culture and Leisure 01/03/2024	300.00	
01-79-79-42-413 Other Rents JAMES BRADY	General Fund CARHENG BILLBOARD LEASE	Marketing 150577	Culture and Leisure 01/03/2024	300.00	
01-79-79-42-413 Other Rents CRAIG L BARTHEL	General Fund CARHENG BILLBOARD LEASE	Marketing 150545	Culture and Leisure 01/03/2024	300.00	
01-79-79-44-479 CNTSVC Other NATIONWIDE MANAGEMENT INC	General Fund WEB HOSTING SERVICES	Marketing 2023-1130-CIT	Culture and Leisure 11/30/2023	350.00	
Total Marketing:				1,800.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
HART WORKS EMBROIDERY & SCR	GREY CARHENG T-SHIRTS	2818	11/29/2023	7,284.80	
Total Carhenge:				7,284.80	
Total Culture and Leisure Services:				9,084.80	
Total General Fund:				22,972.67	
Electric Fund					
05-0000-23321 Sales Tax Payable	Electric Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ELEC	GENERAL 11/2	12/12/2023	54,223.10	12/15/2023
Total :				54,223.10	
Total :				54,223.10	
05-51-50-44-441 Electricity	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	388.37	
05-51-50-44-442 Water-Sewer	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	WATER / SEWER	01-03-24 UTILI	12/22/2023	10.53	
05-51-50-44-444 Natural Gas	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	7098 7521 63	DEC - 23	12/18/2023	1,549.45	12/18/2023
05-51-50-45-511 Office Supplies	Electric Fund	Administration	Utility Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE	0123913-001	12/15/2023	8.66	
Total Administration:				1,957.01	
05-51-52-43-331 Professional Engineering Svcs	Electric Fund	Transmission	Utility Superintenden		
RVW INC	MISC UPGRADE PROJECTS	12736	11/30/2023	182.00	
Total Transmission:				182.00	
05-51-53-44-423 Database Subscriptions	Electric Fund	Urban Distribution	Utility Superintenden		
LANDIS+GYR TECHNOLOGY INC	MONTHLY FLAT FEE	90385892	12/19/2023	2,239.46	
05-51-53-44-441 Electricity	Electric Fund	Urban Distribution	Utility Superintenden		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	172.49	
05-51-53-45-526 Other Supplies	Electric Fund	Urban Distribution	Utility Superintenden		
CRESCENT ELECTRIC SUPPLY CO.	PVC STRAP	S511994192.00	12/14/2023	34.01	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEHICLE PARTS	2723-474733	12/20/2023	258.63	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEHICLE PARTS	2723-474736	12/20/2023	35.00-	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	291404	12/13/2023	6.72	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	291792	12/20/2023	23.22	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	291792	12/20/2023	27.28	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BLOEDORN LUMBER - ALLIANCE		7955797	12/14/2023	82.33	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	3" sq curved washers	927494334	12/06/2023	952.30	
Total Urban Distribution:				3,761.44	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Utility Superintendent:				5,900.45	
Total Electric Fund:				60,123.55	
Refuse Fund					
06-0000-23321 Sales Tax Payable	Refuse Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - REFUSE	GENERAL 11/2	12/12/2023	.00	
Total :				.00	
Total :				.00	
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	#1113 SERVICE	51248	12/15/2023	724.17	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORMS - KELLY M.	51233363	12/13/2023	71.38	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	22727	12/20/2023	33.48	
Total Refuse Collection:				829.03	
Total Public Works:				829.03	
06-51-55-44-441 Electricity	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	421.06	
06-51-55-44-441 Electricity	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	231.42	
06-51-55-44-442 Water-Sewer	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	WATER / SEWER	01-03-24 UTILI	12/22/2023	13.57	
06-51-55-44-444 Natural Gas	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	7095 5903 91	DEC - 23	12/18/2023	1,856.93	12/18/2023
06-51-55-44-479 CNTSVC Other	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	MACHINE REPAIR	2153028	12/13/2023	1,351.80	
06-51-55-44-479 CNTSVC Other	Refuse Fund	Refuse Disposal	Public Works		
LANGER INDUSTRIAL SERVICES LL	TIRE DISPOSAL	8697	11/17/2023	12,668.00	
06-51-55-44-479 CNTSVC Other	Refuse Fund	Refuse Disposal	Public Works		
LANGER INDUSTRIAL SERVICES LL	TIRE DISPOSAL	8718	12/04/2023	838.00	
06-51-55-45-534 Safety Commodities	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PROTECTIVE GEAR	51235821	12/19/2023	7.99	
06-51-55-45-554 Refuse-Oil,Grease	Refuse Fund	Refuse Disposal	Public Works		
DARREN'S CARQUEST AUTO PART	TEFLON DRY LUBE	2723-473738	12/05/2023	9.17	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
PANHANDLE BOLT COMPANY	PARTS	0033071	12/15/2023	138.74	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	22644/1	12/14/2023	13.98	
Total Refuse Disposal:				17,550.66	
Total Public Works:				17,550.66	
Total Refuse Fund:				18,379.69	
Sewer Fund					
07-0000-23321 Sales Tax Payable	Sewer Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - SEWER	GENERAL 11/2	12/12/2023	.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 :				.00	
Total :				.00	
07-52-58-43-379 Other Contract Operating Svcs	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	6073	12/11/2023	40.00	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	74.39	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	28.85	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	30.55	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	75.94	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	80.84	
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	28.85	
07-52-58-45-532 Protective Gear	Sewer Fund	Sewer	Public Works		
FARM PLAN	PROTECTIVE GEAR	5134044	12/15/2023	29.99	
07-52-58-45-532 Protective Gear	Sewer Fund	Sewer	Public Works		
FARM PLAN	PROTECTIVE GEAR	51234045	12/15/2023	64.94	
07-52-58-45-534 Safety Commodities	Sewer Fund	Sewer	Public Works		
FARM PLAN	PROTECTIVE GEAR	51236393	12/20/2023	49.98	
07-52-58-59-921 Lift Station Improvement	Sewer Fund	Sewer	Public Works		
RUSSELL INDUSTRIES INC	SEWER BYPASS PUMP	147731-00	11/17/2023	58,000.00	
Total Sewer:				58,504.33	
Total Public Works:				58,504.33	
Total Sewer Fund:				58,504.33	
Water Fund					
08-0000-23321 Sales Tax Payable	Water Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - WATER	GENERAL 11/2	12/12/2023	103.55	12/15/2023
Total :				103.55	
Total :				103.55	
08-52-51-42-294 Conferences, Cont Education	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	ROSS ONLINE COURSE	GRANT 12/23	12/12/2023	260.00	12/15/2023
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	573144	12/12/2023	48.00	
08-52-51-44-441 Electricity	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	81.17	
08-52-51-44-441 Electricity	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	73.72	
08-52-51-44-441 Electricity	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	142.02	
08-52-51-44-483 NRCNTSVC-Building Public Wrks	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	6073	12/11/2023	64.20	
08-52-51-45-534 Safety Commodities	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	SAFETY JACKET	GRANT 12/23	12/12/2023	218.25	12/15/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
08-52-51-45-556 Parts-Vehicle, Mach, Equip BERNIES ACE HARDWARE	Water Fund PARTS	Water Treatment 291460	Public Works 12/14/2023	89.49	
08-52-51-45-556 Parts-Vehicle, Mach, Equip BLOEDORN LUMBER - ALLIANCE	Water Fund PARTS	Water Treatment 7966840	Public Works 12/21/2023	19.24	
08-52-51-45-556 Parts-Vehicle, Mach, Equip BLOEDORN LUMBER - ALLIANCE	Water Fund PARTS	Water Treatment 7966849	Public Works 12/21/2023	21.99	
08-52-51-45-561 Bldg Maintenance Material WESTCO	Water Fund FITTINGS	Water Treatment 701-28813	Public Works 12/20/2023	26.16	
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6606475	Public Works 10/17/2023	3,054.25	
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6606475	Public Works 10/17/2023	704.45	
Total Water Treatment:				4,802.94	
08-52-52-42-294 Conferences, Cont Education NE DEPT OF ENVIRONMENT AND E	Water Fund WATER OPERATOR LICENSE	Distribution 150574	Public Works 03/31/2023	28.75	
08-52-52-43-383 Water Testing Services NE PUBLIC HEALTH ENVIRONMENT	Water Fund COLIFORM	Distribution 572407	Public Works 12/12/2023	150.00	
08-52-52-44-441 Electricity COA UTILITIES	Water Fund ELECTRIC	Distribution 01-03-24 UTILI	Public Works 12/22/2023	305.70	
08-52-52-44-441 Electricity COA UTILITIES	Water Fund ELECTRIC	Distribution 01-03-24 UTILI	Public Works 12/22/2023	30.87	
08-52-52-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Water Fund OFFICE SUPPLIES	Distribution 0123958-001	Public Works 12/20/2023	19.00	
08-52-52-45-526 Other Supplies FIRSTBANK CARD	Water Fund RADIOGAGAS	Distribution GRANT 12/23	Public Works 12/12/2023	119.02	12/15/2023
Total Distribution:				653.34	
Total Public Works:				5,456.28	
Total Water Fund:				5,559.83	
Golf Course					
21-0000-23321 Sales Tax Payable NE DEPT OF REVENUE - SALES	Golf Course SALES & USE TAX - GOLF	Golf Course GOLF 11/23	Cultural and Leisure 12/13/2023	264.35	12/15/2023
Total :				264.35	
Total :				264.35	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	84.12	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	380.19	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	39.84	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	1,131.91	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	40.62	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	42.87	
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	189.38	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	318.65	
21-71-75-44-442 Water-Sewer COA UTILITIES	Golf Course WATER / SEWER	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	6.30	
21-71-75-44-442 Water-Sewer COA UTILITIES	Golf Course WATER / SEWER	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	123.17	
21-71-75-44-442 Water-Sewer COA UTILITIES	Golf Course WATER / SEWER	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	21.58	
21-71-75-44-442 Water-Sewer COA UTILITIES	Golf Course WATER / SEWER	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	3.62	
21-71-75-44-443 Refuse COA UTILITIES	Golf Course REFUSE	Golf Course 01-03-24 UTILI	Cultural and Leisure 12/22/2023	240.20	
21-71-75-44-444 Natural Gas BLACK HILLS ENERGY	Golf Course 7929 1256 65	Golf Course DEC - 23	Cultural and Leisure 12/18/2023	45.65	12/18/2023
21-71-75-44-444 Natural Gas BLACK HILLS ENERGY	Golf Course 8588 2648 38	Golf Course DEC - 23	Cultural and Leisure 12/18/2023	210.32	12/18/2023
21-71-75-45-526 Other Supplies CARTER'S HOME HARDWARE & AP	Golf Course OTHER SUPPLIES	Golf Course 22540	Cultural and Leisure 12/07/2023	6.96-	
Total Golf Course:				2,871.46	
Total Cultural and Leisure Services:				2,871.46	
Total Golf Course:				3,135.81	
Airport					
22-41-43-42-243 Employee Medical Services ROCK VALLEY PHYSICAL THERAPY	Airport PRE-EMPLOYMENT SCREEN	Airport Operations 6666013-11202	Airport 12/01/2023	85.00	
22-41-43-43-335 Other Technical Services NATIONWIDE MANAGEMENT INC	Airport WEB HOSTING SERVICES	Airport Operations 2023-1130-CIT	Airport 11/30/2023	350.00	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	61.81	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	895.83	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	484.04	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	35.80	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	72.60	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	649.82	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	28.85	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	147.79	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	28.85	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	185.90	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	39.95	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	28.85	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	881.25	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	65.96	
22-41-43-44-442 Water-Sewer COA UTILITIES	Airport WATER / SEWER	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	15.88	
22-41-43-44-442 Water-Sewer COA UTILITIES	Airport WATER / SEWER	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	21.90	
22-41-43-44-443 Refuse COA UTILITIES	Airport REFUSE	Airport Operations 01-03-24 UTILI	Airport 12/22/2023	38.00	
22-41-43-44-444 Natural Gas BLACK HILLS ENERGY	Airport 9862 2110 07	Airport Operations DEC - 23	Airport 12/18/2023	42.89	12/18/2023
22-41-43-44-444 Natural Gas BLACK HILLS ENERGY	Airport 6920 6237 05	Airport Operations DEC - 23	Airport 12/18/2023	414.52	12/18/2023
22-41-43-44-479 CNTSVC Other IDEAL LINEN INC	Airport RUGS	Airport Operations 11201974	Airport 12/19/2023	45.94	
22-41-43-44-483 NRCNTSVC-Building Public Wrks HANSEN'S LOCKSMITHING	Airport TERMINAL OFFICE DOOR	Airport Operations 8050	Airport 12/07/2023	18.50	
22-41-43-45-556 Parts-Vehicle, Mach, Equip MIDWEST FARM SERVICE-ALLIANC	Airport IGNITION PARTS	Airport Operations 45554	Airport 12/15/2023	32.20	
22-41-43-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Airport PARTS	Airport Operations 22709	Airport 12/19/2023	64.94	
22-41-43-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Airport PARTS	Airport Operations 2723-474881	Airport 12/22/2023	67.83	
22-41-43-59-915 Capital Outlay-Buildings LINCOLN EPOXY FLOORING	Airport FBO OFFICE/LOBBY AREAS	Airport Operations NEW F 1657	Airport 11/08/2023	21,791.50	
Total Airport Operations:				26,596.40	
Total Airport:				26,596.40	
Total Airport:				26,596.40	
Public Transit Fund					
23-72-71-45-526 Other Nonoperating Sup/Expense BUD'S PEST CONTROL	Public Transit Fund PEST CONTROL	Transit - Administration 6074	Public Works 12/11/2023	65.00	
Total Transit - Administration:				65.00	
Total Public Works:				65.00	
Total Public Transit Fund:				65.00	
Street Fund					
24-0000-23321 Sales Tax Payable NE DEPT OF REVENUE - SALES	Street Fund SALES & USE TAX - STREETS	Streets GENERAL 11/2	Public Works 12/12/2023	.00	
Total :				.00	
Total :				.00	
24-41-41-44-441 Electricity COA UTILITIES	Street Fund ELECTRIC	Streets 01-03-24 UTILI	Public Works 12/22/2023	49.25	
24-41-41-44-441 Electricity COA UTILITIES	Street Fund ELECTRIC	Streets 01-03-24 UTILI	Public Works 12/22/2023	35.20	
24-41-41-45-526 Other Supplies FARM PLAN	Street Fund SUPPLIES	Streets 51233955	Public Works 12/15/2023	7.98	
24-41-41-45-526 Other Supplies IDEAL LINEN INC	Street Fund TOWELS	Streets 111201014	Public Works 12/12/2023	50.83	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
24-41-41-45-543 Small Tools, Equipment FARM PLAN	Street Fund TOOLS	Streets 51233462	Public Works 12/13/2023	39.98	
24-41-41-45-543 Small Tools, Equipment FARM PLAN	Street Fund TOOLS	Streets 51233805	Public Works 12/14/2023	51.57	
24-41-41-45-543 Small Tools, Equipment FARM PLAN	Street Fund TOOLS	Streets 51231306	Public Works 12/08/2023	17.58	
24-41-41-45-543 Small Tools, Equipment FARM PLAN	Street Fund TOOLS	Streets 51231304	Public Works 12/08/2023	18.81-	
24-41-41-45-556 Parts-Vehicle, Mach, Equip ROSE EQUIPMENT INC	Street Fund PARTS	Streets 16516	Public Works 11/13/2023	397.91	
24-41-41-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-474686	Public Works 12/20/2023	35.82	
24-41-41-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-473839	Public Works 12/06/2023	52.51	
Total Streets:				719.82	
Total Public Works:				719.82	
Total Street Fund:				719.82	
Retired Senior Vol Program					
26-71-70-44-421 Membership Dues NARSVPD - BETTY M. RUTH, TREA	Retired Senior Vol P PROFESSIONAL MEMBERSHIP	Retired Senior Vol Program 150573	Cultural and Leisure 12/15/2023	125.00	
26-71-70-44-441 Electricity CITY OF ALLIANCE	Retired Senior Vol P ELECTRICITY	Retired Senior Vol Program 14908	Cultural and Leisure 12/01/2023	200.00	
Total Retired Senior Vol Program:				325.00	
Total Cultural and Leisure Services:				325.00	
Total Retired Senior Vol Program:				325.00	
State E911 Fund					
43-31-31-47-701 911 - State Funding Restricted GEOCOMM, INC.	State E911 Fund dispatch map standard term licensing	Police Administration INV065363	12/14/2023	8,488.20	
43-31-31-47-701 911 - State Funding Restricted GEOCOMM, INC.	State E911 Fund LICENSE	Police Administration INV060414	11/05/2023	1,778.00	
Total Police Administration:				10,266.20	
Total :				10,266.20	
Total State E911 Fund:				10,266.20	
Adminstration Internal Service					
51-13-13-42-242 Employee Assistance Program SEASONS OF HOPE COUNSELING	Adminstration Intern PROFESSIONAL SERVICES	Personnel 7424	Personnel 12/13/2023	150.00	
51-13-13-44-423 Database Subscriptions PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1782503	Personnel 12/20/2023	2,166.32	
Total Personnel:				2,316.32	
Total Personnel:				2,316.32	
51-17-17-44-451 Telephone Line Expense CHARTER COMMUNICATIONS	Adminstration Intern 176247201	MIS 176247201121	Technology 12/14/2023	15.82	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
51-17-17-45-512 Computer Supplies	Administration Intern	MIS	Technology		
BTS OF NORTH PLATTE INC	ADDITIONAL EQUIPMENT	32776	12/20/2023	120.00	
Total MIS:				135.82	
Total Technology:				135.82	
51-21-21-45-526 Other Supplies	Administration Intern	Accounting	Finance		
STAPLES	OFFICE SUPPLIES	8072463503	12/01/2023	19.90	
Total Accounting:				19.90	
Total Finance:				19.90	
Total Administration Internal Service:				2,472.04	
Enterprise Internal Service					
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S	Utility Customer Service	Finance		
VALLI INFORMATION SYSTEMS INC	USPS NCOA	91360	10/31/2023	15.00	
55-21-23-45-511 Office Supplies	Enterprise Internal S	Utility Customer Service	Finance		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0123839-001	12/11/2023	63.70	
55-21-23-45-511 Office Supplies	Enterprise Internal S	Utility Customer Service	Finance		
STAPLES	OFFICE SUPPLIES	8072520355	12/06/2023	97.52	
Total Utility Customer Service:				176.22	
Total Finance:				176.22	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utility Superintendent		
IDEAL LINEN INC	MOPS	11201981	12/19/2023	65.33	
55-51-56-44-441 Electricity	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	3,633.12	
55-51-56-44-441 Electricity	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	ELECTRIC	01-03-24 UTILI	12/22/2023	726.61	
55-51-56-44-442 Water-Sewer	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	WATER / SEWER	01-03-24 UTILI	12/22/2023	10.87	
55-51-56-44-443 Refuse	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	REFUSE	01-03-24 UTILI	12/22/2023	120.10	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S	Warehouse	Utility Superintendent		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	6073	12/11/2023	100.00	
Total Warehouse:				4,656.03	
Total Utility Superintendent:				4,656.03	
Total Enterprise Internal Service:				4,832.25	
Grand Totals:				213,952.59	

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
-------------------------------------	-----------------------------	--------------------------------------	------------------------------------	--	-----------

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

RESOLUTION NO. 24-01

WHEREAS, The City of Alliance, Nebraska is required under Nebraska State Statues to appoint a qualified street superintendent; and

WHEREAS, Meeting said requirement is necessary under Nebraska State Statues to ensure the City of Alliance receives State incentive payments for street maintenance; and

WHEREAS, Ross Grant, Public Works Director for the City of Alliance, is a licensed Nebraska Class B Street Superintendent (License #1658) and has agreed to be the street superintendent for the City of Alliance, Nebraska for calendar year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor hereby appoints Ross Grant, Nebraska Street Superintendent Class B License #1658, as the designated street superintendent for the City of Alliance, Nebraska, effective January 1, 2024.

PASSED AND APPROVED this 2nd day of January, 2024.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

State of Nebraska
Board of Examiners
For County Highway and
City Street Superintendents

herewith certifies that

Ross Grant

is duly licensed to practice in Nebraska as a

County Highway & City Street Superintendent

License Level: B

while this certificate remains unrevoked and unexpired

Given at Lincoln, Nebraska,
This 1st day of January, 2024

License Number 1658



Secretary



Chairperson



Vice Chairperson

Narrative

January 2, 2024

ORDINANCE – THE REZONE OF A 3.88 TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY NEBRASKA, FROM AG, AGRICULTURE, TO C-3, HEAVY COMMERCIAL ZONING.

Westco dba Jirdon Agrichemical has submitted an application to rezone a 3.88 Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska, from Ag, Agriculture, to C-3, Heavy Commercial Zoning.

The parcel of land is located north of 1520 West 10th Street (21st Century Equipment John Deere). The parcel is currently zoned Ag, Agriculture. It is bordered to the north by M-2, Heavy Industrial zoning, to the west and south by C-3 Heavy Commercial, and to the east by Ag, Agriculture zoning. The lot is partially used for dryland farming however Westco has already begun storing items on the lot prior to the rezone being completed. The parcel is bordered by farming to the west and east, ag commodity processing and storage to the north, implement sales and service to the south.



The parcel is approximately 3.88 acres. The proposed rezone will change the front setbacks from 50' to 15', the rear setback from 25' to 15', the side setback from 10' to 7' where it is adjacent to Ag zoning and 0' where it is adjacent to C-3 or M-2 zoning, and the side street setback from 50' to 15'. The property, once combined with the parcel to the west, is adjacent to Nebraska Highway 2 along the west property line. Highway 2 is considered an urban principal arterial road which is the most traffic intense classification in the Comp Plan. West 10th Street is located to the south and is identified as an Urban Minor Arterial, or the second most traffic intense classification in the Plan.

The parcel is located outside of City limits but is bordered by City limits to the south. The bordering neighborhood is identified as the "West Gateway Neighborhood" by the Comprehensive Plan. It has large gaps in its development which is filled by Ag lands. This is obvious and evident by viewing the area from aerial photography. As its name implies, this is the western gateway to the community and its lack of consistent development and modern development detracts from the overall appearance of this area and does not welcome visitors to Alliance. It is also identified as an objective in the Plan that the City should promote development in the Western Gateway that enhances the community's image. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified on Page Land Use 10.

Narrative

January 2, 2024



The City of Alliance Planning Commission met at their regular meeting on December 12, 2023 and voted to recommend the City Council approve the rezone of a 3.88 Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska from Ag, Agriculture, to C-3, Heavy Commercial Zoning, **contingent upon the receipt by the City of a petition from Westco to annex the subject property, as well as the property the tire shop was constructed on, provided such annexation not be required until January 1, 2025**, after making the following findings of fact:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would not create any nonconforming building setbacks.
3. There is access to the rezoned portion of parcel once it is combined with the parcel to the west as planned.
4. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified in the Comp Plan.
5. The proposed rezone is adjacent to existing C-3 zoning.
6. City utilities are already available in this location.

Options:

-Leave the zoning the same and:

1. Westco will need to move the equipment they are currently storing there to a parcel zoned correctly.
2. The parcel will remain fallow or in ag production.

-Change the zoning to a district other than Ag or C-3 which would not accomplish any of the stated goals in the Comp Plan.

-Change the zoning to C-3 for the reasons the Planning Commission made in the findings of fact.

STAFF RECOMMENDATION: HAVING RECEIVED THE REQUIRED PETITION TO ANNEX, STAFF RECOMMENDS THE APPROVAL OF THE ORDINANCE REZONING A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N 00°06'41" E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N 89°56'51" E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Thence, Continuing Along Said Northerly Right-Of-Way, N 89°56'51" E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet; Thence, On The West Line Of Said Tract N 00°06'41" E To The Northwest Corner Of Said Tract, Being A Distance Of 815.00 Feet To The Point Of Beginning; Thence, Along The North Line Of Said Tract, N 89°56'51" E To The Northeast Corner Of Said Tract, Being A Distance Of 425.00 Feet; Thence, Along The Northerly Extension Of The East Line Of Said Tract, N 00°06'41" E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records And True Easterly Extension, Being A Distance Of 398.22 Feet; Thence, Along Said Southerly Boundary, S 89°39'11" W, A Distance Of 425.00 Feet; Thence S 00°06'41" W, A Distance Of 398.22 Feet To The True Point Of Beginning, Containing An Area Of 3.88 Acres, More Or Less;

FROM AG, AGRICULTURE, TO C-3, HEAVY COMMERCIAL ZONING.

ORDINANCE NO. 2972

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT A 3.88 ACRE TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS C-3 – HEAVY COMMERCIAL DISTRICT FROM AG-AGRICULTURE DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the following tract of land is included in a C-3 – Heavy Commercial District from AG – Agriculture District:

A Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, more particularly described as:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N 00°06'41" E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N 89°56'51" E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Thence, Continuing Along Said Northerly Right-Of-Way, N 89°56'51" E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet: Thence, On The West Line Of Said Tract N 00°06'41" E To The Northwest Corner Of Said Tract, Being A Distance Of 815.00 Feet To The Point Of Beginning; Thence, Along The North Line Of Said Tract, N 89°56'51" E To The Northeast Corner Of Said Tract, Being A Distance Of 425.00 Feet; Thence, Along The Northerly Extension Of The East Line Of Said Tract, N 00°06'41" E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records And True Easterly Extension, Being A Distance Of 398.22 Feet; Thence, Along Said Southerly Boundary, S 89°39'11" W, A Distance Of 425.00 Feet; Thence S 00°06'41" W, A Distance Of 398.22 Feet To The True Point Of Beginning, Containing An Area Of 3.88 Acres, More Or Less;

SECTION 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dated as of the ____ day of _____, 2024.

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

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

PASSED AND APPROVED this ____ day of _____, 2024.

Earl Jones, Mayor

(SEAL)

Attest: _____

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



City of Alliance Application to Rezone

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

Instructions:

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

1.	Property Owner's Name:	Jirdon Agri-Chemical, Inc.	Phone:	308.762.3112
2.	Owner's Property Address:	307 Black Hills, Alliance, Nebraska 69301		
3.	Legal Description of Property:	See Attached		
4.	Property Address:	1620 W. 10th, Alliance, Nebraska 69301		
5.	Present Use of the Property:	Comercial Property/Dryland Farmground		
6.	Present Zoning Classification:	C-3 and Ag		
7.	Requested Zoning Classification:	C-3 (to match property to the west)		
8.	Reason for Rezoning:	Development of area for storage		
9.	Lot Size/Acreage of Property:	Storage area 3.88 acres, total area 14.99 acres		
10.	The zoning administrator, who may be accompanied by others, is hereby authorized to enter the property, during normal working hours for the purpose of becoming familiar with the proposed situation.			
11.	Attached	<input checked="" type="checkbox"/> Filing Fee	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> List of names/addresses of property owners within 300 feet of the subject property certified by the Box Butte County Assessor's Office.

Signatures:	<i>David W. Briggs</i>	<i>11-17-23</i>	<i>Jirdon Agri-Chemical Inc.</i>	
	Applicant	Date	Property Owner (Owner of Record)	Date
			<i>By David W. Briggs</i>	
	Applicant	Date	Property Owner (Owner of Record)	Date

Office Use Only				
Date Received:	<i>NOVEMBER 17, 2023</i>	Filing Fee - \$150.00	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Received By:	<i>Katherine Conrad</i>	Date of Public Hearing:	<i>DECEMBER 12, 23</i>	

Jirdon Agri-Chemical, Inc.

Site Plan

The site plan is noted on the survey as a second page that reflects the storage area. The area may be fenced, in whole or in part, as determinations are made regarding the nature of stored items. The area will be graveled, not paved.

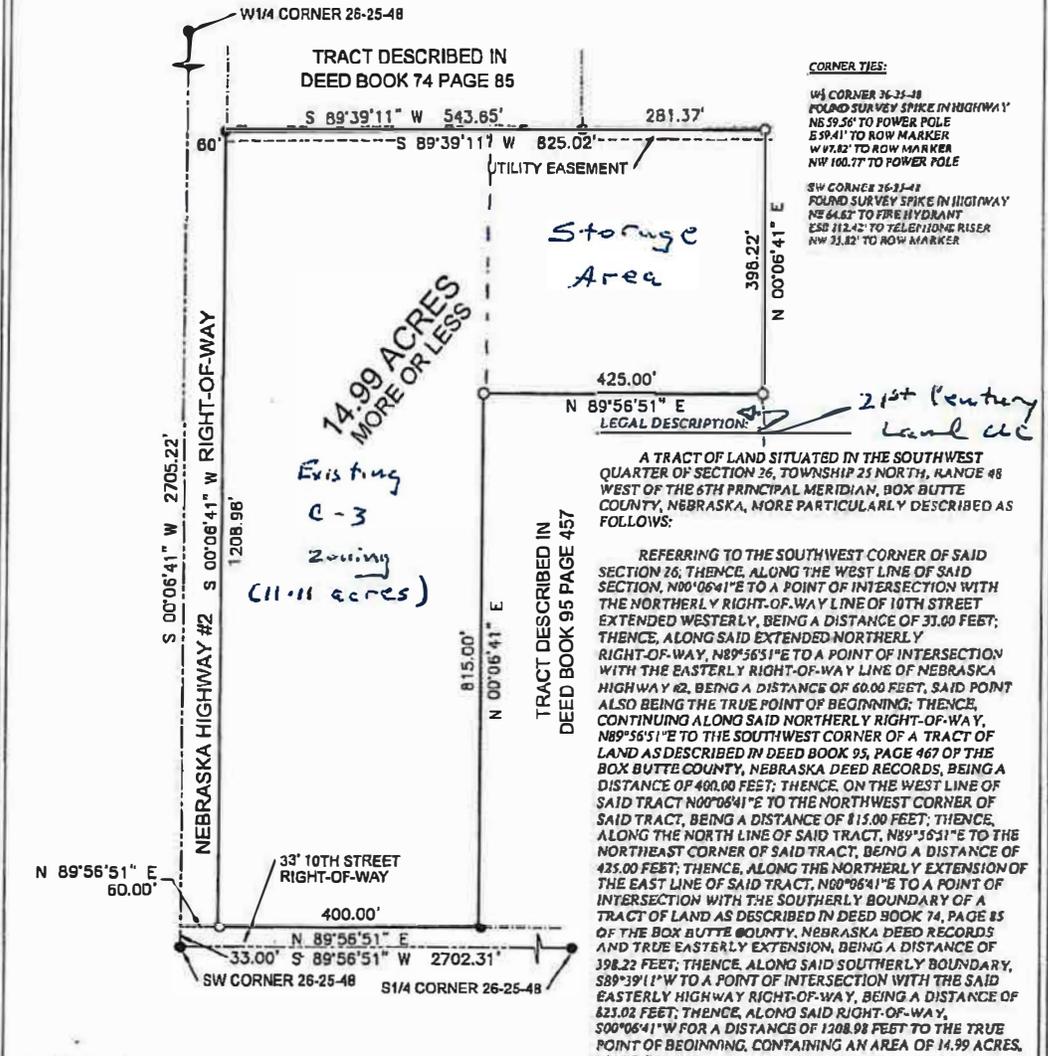
List of Property Owners Within 300 Feet

21st Century Land, LLC, a Nebraska limited liability company
9738 US Highway 26
Bridgeport, Nebraska 69336

SITE PLAN

RECORD OF SURVEY

TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA.



CORNER TIES:

W¹/4 CORNER 26-25-48
FOUND SURVEY SPIKE IN HIGHWAY
N5 59.56' TO POWER POLE
E 59.41' TO ROW MARKER
W 17.82' TO ROW MARKER
NW 100.77' TO POWER POLE

SW CORNER 26-25-48
FOUND SURVEY SPIKE IN HIGHWAY
NE 64.87' TO FIRE HYDRANT
ESE 112.42' TO TELEPHONE RISER
NW 33.82' TO ROW MARKER

LEGAL DESCRIPTION:
A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41\"E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 31.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51\"E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51\"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT N00°06'41\"E TO THE NORTHWEST CORNER OF SAID TRACT, BEING A DISTANCE OF 815.00 FEET; THENCE, ALONG THE NORTH LINE OF SAID TRACT, N89°56'51\"E TO THE NORTHEAST CORNER OF SAID TRACT, BEING A DISTANCE OF 425.00 FEET; THENCE, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT, N00°06'41\"E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS AND TRUE EASTERLY EXTENSION, BEING A DISTANCE OF 398.22 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11\"W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 825.02 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41\"W FOR A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 14.99 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 200 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 13th day of November, 2022.

[Signature]
Scott M. Bosse
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



SCALE 1"=200'
● = CORNER FOUND
○ = CORNER SET
5/8"x24" REBAR PVC CAP

SURVEYOR NOTES:
1) THIS TRACT MAY BE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.

SHEET 1 OF 1	PROJECT: WESTCO ALLIANCE 26-25-48 PAUL REED CONSTRUCTION & SUPPLY ALLIANCE, NEBRASKA	ACCUSTAR SURVEYING 30601 COUNTY ROAD 17 PHONE: (308) 623-0197	SCALE 1"=200' DATE: OCTOBER 5, 2022 DRAWN BY: SMB REVISED: NOVEMBER 12, 2023
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CORPORATION WARRANTY DEED

PLEASE RETURN TO: Terry Curtiss, Curtiss, Moravek & Curtiss, PC, LLO, 416 Niobrara Ave., Alliance, Nebraska 69301

WESTERN COOPERATIVE COMPANY, a Nebraska cooperative corporation, Grantor, in consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, transfers and conveys to

JIRDON AGRI CHEMICALS, INC., a Nebraska corporation,

Grantee, the following described real estate (as described in Neb. Rev. Stat. § 76-201):

A tract of land situated in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, more particularly described as follows:

That part of the real estate described in the survey attached hereto and incorporated herein by this reference at Exhibit A EXCEPT the tract of 11.11 acres previously conveyed to Grantee and described in Instrument No. 2022 01524 recorded October 11, 2022 in the Records of the Box Butte County Clerk.

(By way of explanation, this tract is east of the 11.11 acre tract and north of the 21st Century Equipment tract running north to the New Alliance Bean Tract owned by Grantor.)

This conveyance is not a conveyance of substantially all of the assets of the corporation. This conveyance is in the ordinary course of business for Grantor.

Grantor covenants with Grantee that:

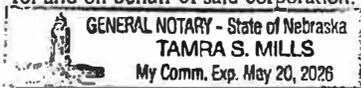
- (1) Grantor is lawfully seized of said real estate;
- (2) Said real estate is free from encumbrances, but subject to easements apparent or of record, if any; and building restrictions of record, if any;
- (3) Grantor has legal power and lawful authority to convey said real estate;
- (4) Grantor warrants and will defend the title to said real estate against the lawful claims of all persons.

Dated: November 17, 2023.

WESTERN COOPERATIVE COMPANY,
a Nebraska cooperative corporation

By: David W. Briggs
David W. Briggs – President

STATE OF NEBRASKA, County of Box Butte: ss.
The foregoing instrument was acknowledged before me this 17th day of November, 2023,
by David W. Briggs, President of Western Cooperative Company, a Nebraska cooperative corporation,
for and on behalf of said corporation.



My commission expires: 5/20/26

Tamra S. Mills
Notary Public

Community Development Staff Report- Brent Kusek

Applicant:

Jirdon Agri Chemical, Inc.
307 Black Hills Avenue
Alliance, NE 69301

Property

Owner:

Same as Applicant

Proposal:

Rezone of a parcel of land from Ag, Agriculture to C-3, Heavy Commercial.

Legal Description:

A Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska, more particularly described as:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N 00°06'41" E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N 89°56'51" E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Thence, Continuing Along Said Northerly Right-Of-Way, N 89°56'51" E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet: Thence, On The West Line Of Said Tract N 00°06'41" E To The Northwest Corner Of Said Tract, Being A Distance Of 815.00 Feet To The Point Of Beginning; Thence, Along The North Line Of Said Tract, N 89°56'51" E To The Northeast Corner Of Said Tract, Being A Distance Of 425.00 Feet; Thence, Along The Northerly Extension Of The East Line Of Said Tract, N 00°06'41" E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records And True Easterly Extension, Being A Distance Of 398.22 Feet; Thence, Along Said Southerly Boundary, S 89°39'11" W, A Distance Of 425.00 Feet; Thence S 00°06'41" W, A Distance Of 398.22 Feet To The True Point Of Beginning, Containing An Area Of 3.88 Acres, More Or Less.

Rezone Location:

The parcel of land is located north of 1520 West 10th Street (John Deere).

Project Description:

The applicant would like to rezone this parcel of land to store agricultural items related to the proposed additional buildings to be constructed north of the new Westco Tire Shop. With a rezone to C-3, all businesses listed as permitted uses in the C-3 district will be allowed.

Analysis:

Zoning: The parcel is currently zoned Ag, Agriculture. It is bordered to the north by M-2, Heavy Industrial zoning, to the west and south by C-3 Heavy Commercial, and to the east by Ag, Agriculture zoning.

Land Use: The lot is partially used for dryland farming however they have already begun storing items on the lot prior to the rezone being completed. The parcel is bordered by farming to the west and east, ag commodity processing and storage to the north, implement sales and service to the south.

Lot Size/Area: The parcel is approximately 3.88 acres. There aren't minimum lot sizes or dimensions required for C-3 zoning.

Setbacks: The proposed rezone will change the front setbacks from 50' to 15', the rear setback from 25' to 15', the side setback from 10' to 7' where it is adjacent to Ag zoning and 0' where it is adjacent to C-3 or M-2 zoning, and the side street setback from 50' to 15'. The lot is currently undeveloped.

Transportation: The property is adjacent to Nebraska Highway 2 along the west property line. Highway 2 is considered an urban principal arterial road which is the most traffic intense classification in the Comp Plan. West 10th Street is located to the south and is identified as an Urban Minor Arterial, or the second most traffic intense classification in the Plan.

Comprehensive Plan: The parcel is located outside of City limits but is bordered by City limits to the south. The bordering neighborhood is identified as the "West Gateway Neighborhood" by the Comprehensive Plan. It has large gaps in its development which is filled by Ag lands. This is obvious and evident by viewing the area from aerial photography. As its name implies, this is the western gateway to the community and its lack of consistent development and modern development detracts from the overall appearance of this area and does not welcome visitors to Alliance. It is also identified as an objective in the Plan that the City should promote development in the Western Gateway that enhances the community's image. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified on Page Land Use 10.

Public Notification:

Notification letters were served to the Box Butte County Commissioners and Alliance Public Schools. The City has received no response from either entity. A sign was posted on the property November 20th, 2023. The letters and sign indicated the date, time, and place of the public hearing.

Findings of Fact:

Findings of fact to recommend its approval may include:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would not create any nonconforming building setbacks.
3. There is access to the rezoned portion of parcel once it is combined with the parcel to the west as planned.
4. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified in the Comp Plan.
5. The proposed rezone is adjacent to existing C-3 zoning.
6. City utilities are already available in this location.

Findings of fact not to recommend approval may include:

1. The rezone would create an increase in traffic entering and leaving the area making the chances for vehicle accidents greater.
2. The proposed rezone is not located within City Limits.
3. The property is not platted.
4. No development or conceptual plan has been presented to the City.

Staff Recommendation:

Staff does not recommend the rezone of the tract of land located in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, as described in the beginning of this report, from Ag, Agriculture to C-3, Heavy Commercial, without first receiving a petition from the applicant/owner addressed to the City requesting the annexation of the entire property, including the tire shop property, into the Corporate Limits of the City of Alliance.

Sign Posted November 20, 2023





Building the Best Hometown in America ®

November 27, 2023

Alliance Public Schools
1604 Sweetwater Avenue
Alliance, NE 69301

Dear Representative of Alliance Public Schools,

The City is in receipt of an application for a rezone from Jirdon Argi-Chemical, Inc. requesting a rezone from Ag, Agriculture, to C-3, Heavy Commercial, of A Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska, more particularly described as:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N 00°06'41" E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N 89°56'51" E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Thence, Continuing Along Said Northerly Right-Of-Way, N 89°56'51" E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet; Thence, On The West Line Of Said Tract N 00°06'41" E To The Northwest Corner Of Said Tract, Being A Distance Of 815.00 Feet To The Point Of Beginning; Thence, Along The North Line Of Said Tract, N 89°56'51" E To The Northeast Corner Of Said Tract, Being A Distance Of 425.00 Feet; Thence, Along The Northerly Extension Of The East Line Of Said Tract, N 00°06'41" E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records And True Easterly Extension, Being A Distance Of 398.22 Feet; Thence, Along Said Southerly Boundary, S 89°39'11" W, A Distance Of 425.00 Feet; Thence S 00°06'41" W, A Distance Of 398.22 Feet To The True Point Of Beginning, Containing An Area Of 3.88 Acres, More Or Less.



Building the Best Hometown in America®

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



If you have any comments, questions or an official response pertaining to the Final Plat or rezone before the public hearing, please forward them to the City of Alliance Community Development Department office at (308)762-5400 or visit us at 324 Laramie Avenue. Our office hours are Monday-Friday 8 a.m.-5 p.m.

Sincerely,

A handwritten signature in blue ink that reads "Katherine Conrad". The signature is written in a cursive style with a large initial "K" and "C".

Katherine Conrad
Administrative Secretary
Community Development Department



Building the Best Hometown in America®

November 27, 2023

Box Butte County
515 Box Butte Avenue
Alliance, NE 69301

Dear Box Butte County Commissioners,

The City is in receipt of an application for a rezone from Jiridon Argi-Chemical, Inc. requesting a rezone from Ag, Agriculture to C-3, Heavy Commercial, of A Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska, more particularly described as:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N 00°06'41" E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N 89°56'51" E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Thence, Continuing Along Said Northerly Right-Of-Way, N 89°56'51" E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet; Thence, On The West Line Of Said Tract N 00°06'41" E To The Northwest Corner Of Said Tract, Being A Distance Of 815.00 Feet To The Point Of Beginning; Thence, Along The North Line Of Said Tract, N 89°56'51" E To The Northeast Corner Of Said Tract, Being A Distance Of 425.00 Feet; Thence, Along The Northerly Extension Of The East Line Of Said Tract, N 00°06'41" E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records And True Easterly Extension, Being A Distance Of 398.22 Feet; Thence, Along Said Southerly Boundary, S 89°39'11" W, A Distance Of 425.00 Feet; Thence S 00°06'41" W, A Distance Of 398.22 Feet To The True Point Of Beginning, Containing An Area Of 3.88 Acres, More Or Less.

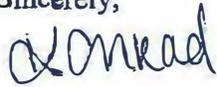


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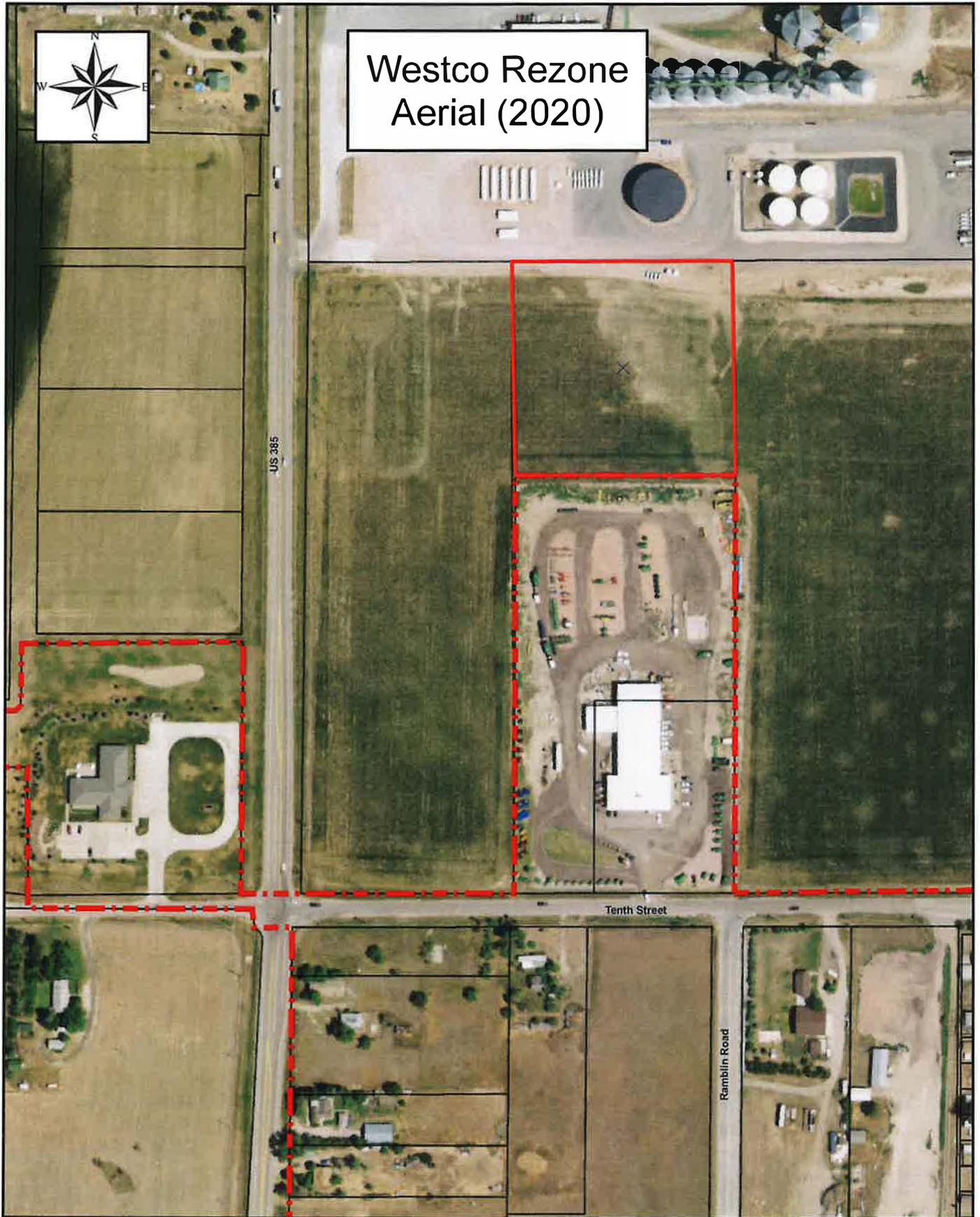
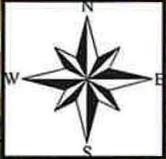
If you have any comments, questions or an official response pertaining to the Final Plat or rezone before the public hearing, please forward them to the City of Alliance Community Development Department office at (308)762-5400 or visit us at 324 Laramie Avenue. Our office hours are Monday-Friday 8 a.m.-5 p.m.

Sincerely,

A handwritten signature in blue ink that reads "K. Conrad". The signature is written in a cursive, flowing style.

Katherine Conrad
Administrative Secretary
Community Development Department

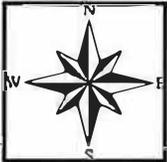
Westco Rezone Aerial (2020)



0 80 160 320 480 640 Feet

1 inch = 249.26 feet





Westco Rezone City Limits

×

US 385

Tenth Street

Ramblin Road

Legend

 City Limits

0 80 160 320 480 640 Feet

1 inch = 249.26 feet

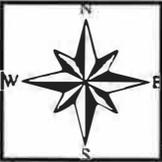




0 80 160 320 480 640 Feet

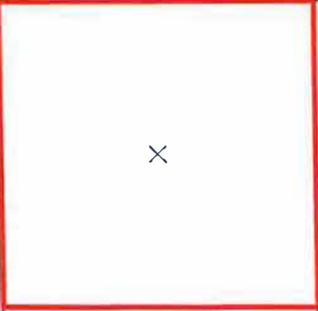
1 inch = 249.26 feet





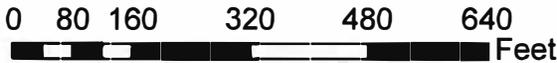
Westco Rezone Parcels

US 385



Tenth Street

Rambler Road

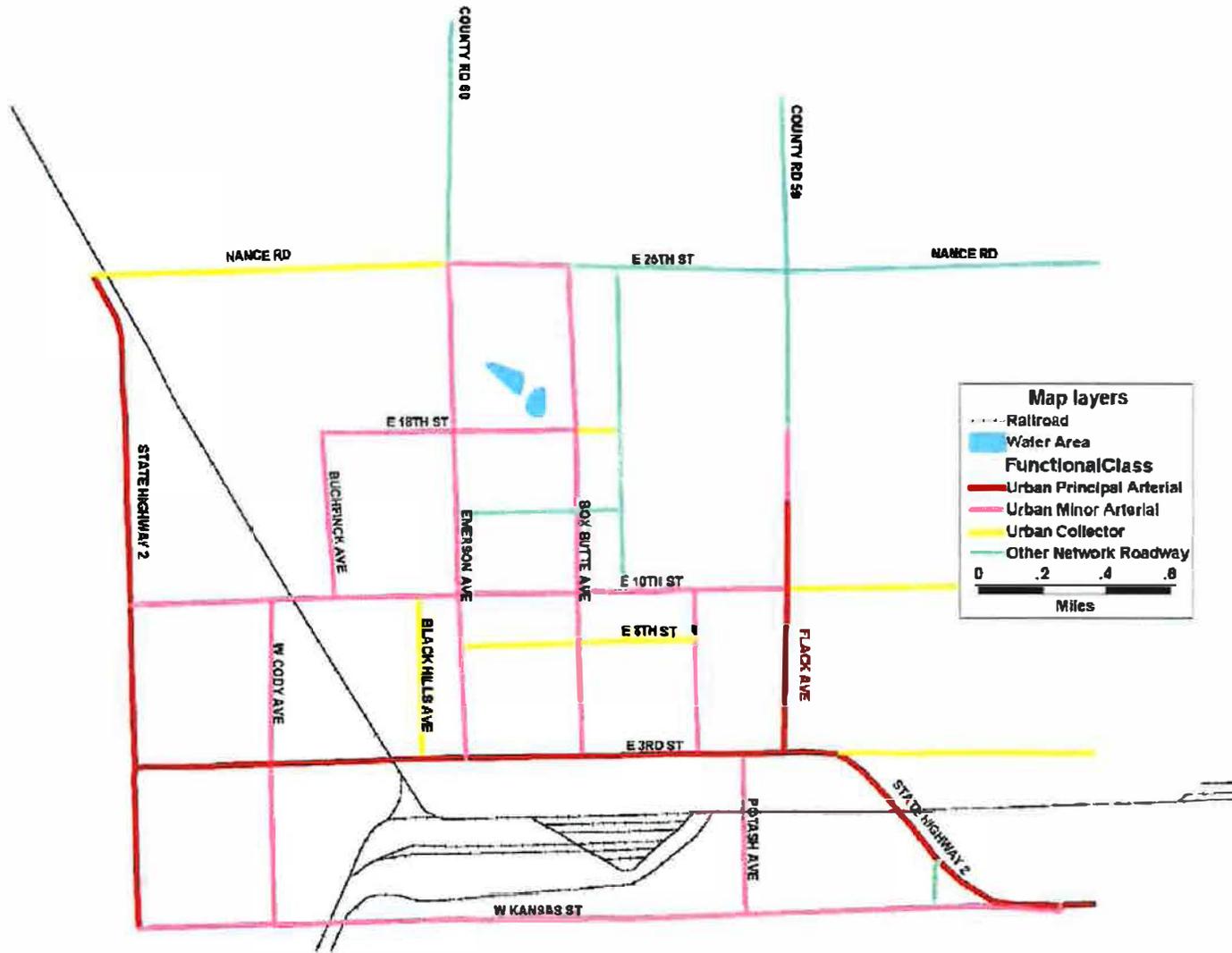


1 inch = 249.26 feet



ALLIANCE LONG RANGE TRANSPORTATION PLAN

Figure 1: Existing Functional Classification of Roadways



Neighborhoods

industrial land uses that exist adjacent to residential zoning and West 3rd street should be shielded from the less intense land uses and rights of way.

Neighborhood Goals

Residential: The City should pursue declaring more of the West Gateway as Blighted and Substandard to allow for Tax Increment Financing and pursue grant funding for workforce housing. There are 7 vacant lots adjacent to Cody Avenue zoned for single family residential and a block between Cody Avenue and the Softball Complex that is zoned for multifamily residential.

Commercial: The proposed land use in the West Gateway Neighborhood, particularly adjacent to highways, is commercial. There are some commercial land uses that have taken the place of industrial uses but the zoning remained unchanged. The zoning north of 3rd Street should be changed to Commercial to prevent the land uses from reverting to heavy industrial. A significant portion of the commercial property in the West Gateway is already blighted and substandard.

Industrial: Some of the historic industrial land uses still exist in the West Gateway Neighborhood. The commercial development that followed the increase in

traffic along Highway 2 and US 385 grew around the industrial land uses and in many instances replaced it.

Extra care should be taken to keep the industrial land uses from interfering with the commercial and residential land uses. Landscaping requirements should be considered along the West 3rd Street corridor to soften the image of the remaining industrial land uses and the heavy commercial land uses.

Transportation: The West Gateway Neighborhood is not well connected with sidewalks. The residential areas in the north are not connected via sidewalk to the commercial areas along West 3rd Street. This is due to a lack of sidewalk along vacant lots and lots that were developed but no sidewalk was installed. The sidewalks in the mobile home park are not compliant with current City code or accessibility code. They lack ramps at intersections and are only 2.5 feet wide. Options to improve these sidewalks could include grants and assessments to repave them to meet code.

The City should plan to extend the trail system from Central Park to Lions Park as this could add Emerson Elementary School, Jaycees Park, the Lions Park, and the Softball Complex to the trail system and make the West Gateway Neighborhood

more accessible to the rest of the community via sidewalk.

The streets in this neighborhood range from very good to poor. There is a large number of gravel streets south of West 3rd Street and the streets in the mobile home park are beginning to exhibit large fissures in the pavement. West 4th Street provides access to the softball complex but is paved with asphalt fines, lacks curb and gutter, and regularly has large holes in the roadway.

Code Enforcement: This area would benefit greatly from an increase in code enforcement. As the primary gateway to the community from the Heartland Expressway this area provides visitors and potential developers with their first impression of Alliance.

The City of Alliance should consider gateway design regulations on signage, landscaping, setbacks, and streetscapes to ensure a more positive "first impression" of the community. This could be an overlay zone for properties developed within a certain distance from the gateway or the arterial street. Care should be taken to adopt a code that improves the appearance of new development or redevelopment that doesn't deter the project from happening.

Neighborhoods

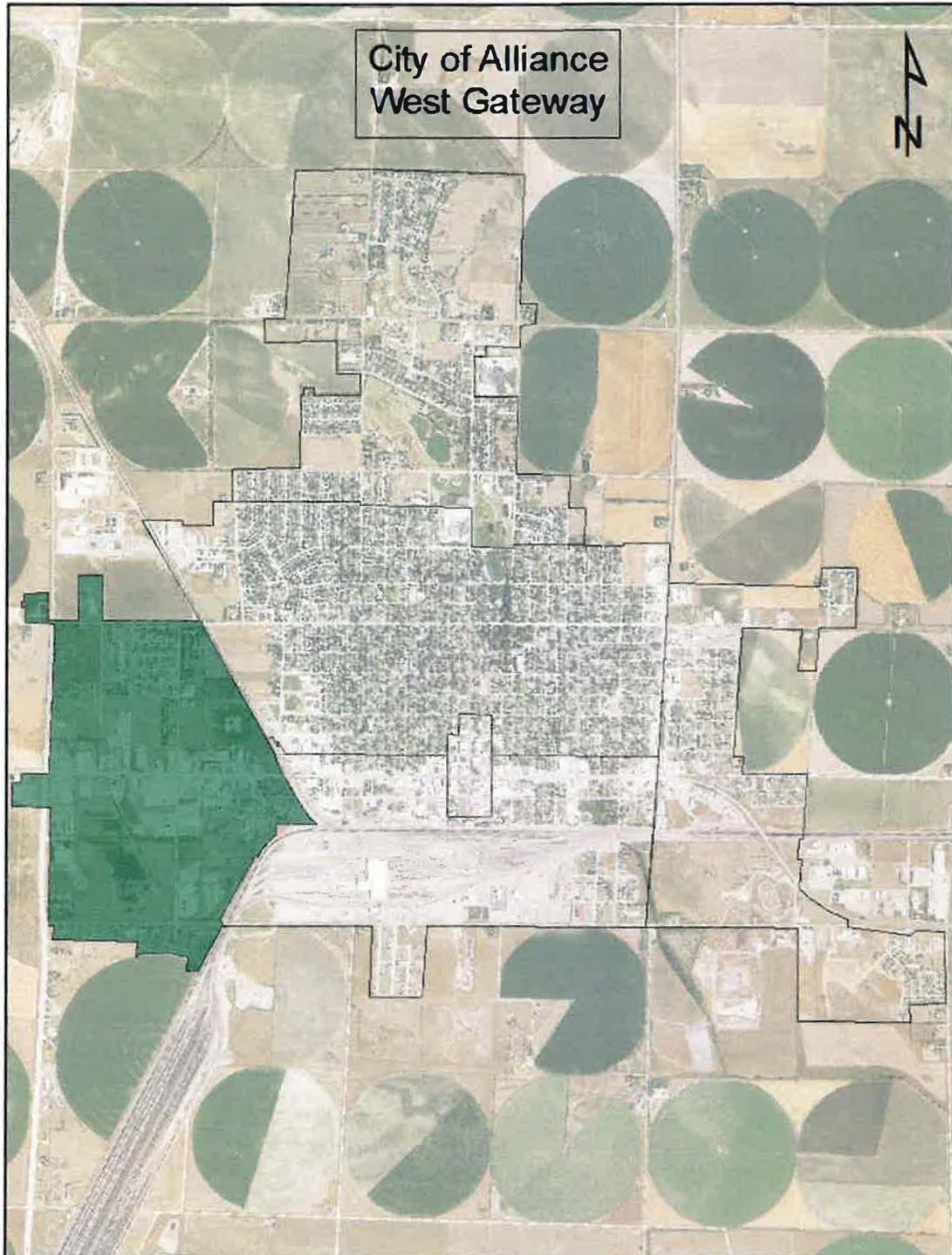


Fig. LU5

ALLIANCE PLANNING COMMISSION

REGULAR MEETING, TUESDAY DECEMBER 12, 2023

The Alliance Planning Commission met at their Regular Meeting Tuesday, December 12, 2023 at 6:30 p.m. at the Alliance Learning Center: Meeting Room C, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on November 27, 2023. The notice stated the date, time, 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 in the Community Development Office at City Hall; provided the Commissioners could modify the agenda at the meeting if it determined an emergency so required. A copy of the agenda had been delivered to each of the Planning Commission Members. An agenda, kept continuously current, was available for public inspection at the Community Development Office during regular business hours from the publication of the notice to the time of the meeting.

Chairman Davis opened the December 12, 2023 Regular Meeting of the Alliance, Nebraska Planning Commission at 6:31 p.m. Present were Board Members Vickie Mattox, Michael O'Dell, Richard Arndt, Brent Ferguson, Evan Mehne, and Wayne Davis. Also present were Community Development Director Brent Kusek and Administrative Secretary Katherine Conrad. Absent were Board Members Rick Turman, Ray Hielscher, and Howard Jensen.

A motion was made by Board Member Mehne, which was seconded by Board Member Mattox to excuse Board Members Turman, Hielscher, and Jensen from the December 12, 2023 Planning Commission Meeting.

Roll call vote with the following results:

Voting Aye: Mattox, O'Dell, Arndt, Ferguson, Mehne, and Davis.

Voting Nay: None.

Motion Carried.

- The first item on the agenda was the review and approval of the October 10, 2023 Planning Commission Meeting minutes.

A motion was made by Board Member Mehne, which was seconded by Board Member Mattox to approve the October 10, 2023 Meeting Minutes as presented.

Roll call vote with the following results:

Voting Aye: O'Dell, Arndt, Ferguson, Mattox, Mehne, and Davis.

Voting Nay: None.

Motion Carried.

- The second item on the Agenda was the public hearing for the “Area A” Blight and Substandard Study.

[The City of Alliance is providing an “Area A” Blight and Substandard Study for the Alliance Planning Commission to review, discuss, suggest changes to the study, and make a recommendation to the Alliance City Council for approval or disapproval.

1. Resolution PC23-06.
2. Certified mail notification letters.
3. A copy of the “Area A” Blight and Substandard Study from City Staff.
4. Staff report from City of Alliance Employees.]

Chairman Davis opened the Public Hearing at 6:34 p.m., asking anyone in favor or not in favor of the study to come forward and comment.

Community Development Director Brent Kusek informed Board Members that City Manager Seth Sorenson did the study but was unable to make it to the meeting.

Board Member Ferguson asked where this area was located.

Board Member Mattox informed him it was around the empty lots in the Lakefield Addition.

With no further testimony offered, Chairman Davis closed the public hearing 6:35 p.m.

A motion was made by Board Member Mehne, which was seconded by Board Member Ferguson to recommend approval of the “Area A” Blight and Substandard Study to the Alliance City Council.

Roll call vote with the following results:

Voting Aye: Arndt, Mattox, Ferguson, O’Dell, Mehne, and Davis.

Voting Nay: None.

Motion Carried.

- The third item on the Agenda was the public hearing on the “Area N” Blight and Substandard Study.

[The City of Alliance is providing an “Area H” Blight and Substandard Study for the Alliance Planning Commission to review, discuss, suggest changes to the Study, and make a recommendation to the Alliance City Council for approval or disapproval.

1. Resolution PC23-07.
2. Certified mail notification letters.
3. A copy of the “Area N” Blight and Substandard Study from City Staff.]

Chairman Davis opened the Public Hearing at 6:37 p.m., asking anyone in favor or not in favor of the Plan to come forward and comment.

Community Development Director Kusek let Board Members know that this area is in the South East part of town and fills in the gap between the downtown blight area and the Flack Avenue blight area.

With no testimony offered, Chairman Davis closed the public hearing 6:38 p.m.

A motion was made by Board Member Mehne, which was seconded by Board Member Arndt to recommend approval of the “Area N” Blight and Substandard Study to the Alliance City Council.

Roll call vote with the following results:

Voting Aye: Arndt, Ferguson, O’Dell, Mattox, Mehne, and Davis.

Voting Nay: None.

Motion Carried

- The fourth item on the Agenda was the Public Hearing for the proposed Rezone of A 3.88 Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County Nebraska.

[The City of Alliance is providing the following material for the Alliance Planning Commission to review, discuss, and make a recommendation to the Alliance City Council for approval or disapproval.

1. Westco Rezone Application.
2. Staff Report.
3. Aerial map.
4. City Limits map.
5. Comp Plan Transportation map.
6. Land Use Comp Plan pages.
7. Land Use map.
8. Notice of Meeting Letter to County.
9. Notice of Meeting Letter to Alliance Public Schools.
10. Parcel map.
11. A photo of the Public Hearing sign posted on the lot.
12. Zoning map.]

Chairman Davis opened the Public Hearing at 6:39 p.m., asking anyone in favor or not in favor of the rezone to come forward and comment on the agenda item.

Terry Curtiss came forward to inform Board Members the area in question is the undeveloped property north of 21st Century and that Westco plans to use this area as storage. He stated that the City's suggestion was that the area needs to be annexed to which the only problem Westco has with that is timing, they would like to be able to finish already planned projects throughout 2024 and would be willing to petition to annex January 1, 2025.

David Briggs, CEO of Westco, came forward to inform Board Members they want to expand and are just requesting the chance to get things tidied up in 2024.

Board Member Vickie Mattox stated she would be okay with waiting one year.

Board Member Arndt stated he doesn't have a problem with waiting as long as we have an absolute commitment to annex in 2025.

Community Development Director Kusek asked if they would be willing to date the petition January 1, 2025 to which CEO David Briggs agreed.

With no testimony offered, Chairman Davis closed the public hearing 6:45 p.m.

A motion was made by Board Member Mehne, which was seconded by Board Member Mattox to recommend approval of the Rezone of A 3.88 Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian Box Butte County, Nebraska, from Ag, Agriculture to C-3, Heavy Commercial Zoning contingent on the receipt of a petition to annex January 1, 2025 to the Alliance City Council making the findings of fact:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would not create any nonconforming building setbacks.
3. There is access to the rezoned portion of parcel once it is combined with the parcel to the west as planned.
4. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified in the Comp Plan.
5. The proposed rezone is adjacent to existing C-3 zoning.
6. City utilities are already available in this location.

Roll call vote with the following results:

Voting Aye: Arndt, Ferguson, O'Dell, Mattox, Mehne, and Davis.

Voting Nay: None.

Motion Carried.

Chairman Davis stated, "There being no further business to come before the Alliance Planning Commission, the meeting is adjourned at 6:49 p.m."

Wayne Davis,
Planning Commission Chairman

Katherine Conrad
Administrative Secretary

Narrative

January 2, 2024



LANDSCAPE MAINTENANCE BID AWARD

The City of Alliance released ITB (Invitation to Bid) No. 017171-1/2024 to select a contractor to provide; spring preparation (cutting back of all perennial plants and grasses), planting of any annuals or perennials, and seasonal sustentation (maintenance, fertilizing and weed removal) from March 1 to October 30th each year. The following areas are included in this contract:

- Alliance Entrance Beds (2 landscape beds at the intersection of Hwy 385 and Hwy 2)
- Alliance Learning Center
- Alliance Municipal Airport terminal landscape
- Alliance Municipal Building
- Bower Baseball Field (Two entrance beds at 2nd and Mississippi)
- Box Butte Avenue – Downtown Islands 1st to 5th & Center Island end beds, 10th street to 14th Street
- Central Park Fountain Beds
- Central Park 10th Street Entrance
- Downtown Islands, Box Butte Avenue from 1st Street to 5th Street
- Knight Museum & Sandhills Center
- Military Museum & Conservatory Landscape
- Senior Center Landscape
- SkyView Golf Course Landscape Beds
- Sunken Gardens
- Swimming Pool

The bid packets were sent to five landscape contractors who were located in Alliance, Gering and Scottsbluff. One contractor did come from Scottsbluff to evaluate the sites, but decided not to submit a bid. The Scope of Service section of ITB No. 017171-1/2024 allows for a one-year initial award with three optional one-year renewal periods.

The 2024 Bid includes a \$560 increase over 2023 for the Parks Division and a \$200 increase at SkyView Golf Course. The proposed maintenance costs for 2024 are as follows.

Parks Division	\$27,060.00
Golf Course	<u>\$ 3,400.00</u>
2024 Total Maintenance Costs	\$30,460.00

Adequate funds for the proposed annual contract are included in Parks Division Budget (GL 01-71-71-43-371) and Golf Division Budget (GL 21-71-75-44-479) of the City of Alliance 2023/24 annual budget.

RECOMMENDATION: APPROVE CONTRACT WITH ALL SEASONS LANDSCAPE MAINTENANCE AND DESIGN IN THE AMOUNT OF \$30,460.00 FOR THE 2024 GROWING SEASON.

Narrative

January 2, 2024



Contractor Landscape Maintenance History

The City of Alliance started utilizing a private contractor for the maintenance of specific landscaped areas in 2008 after evaluating staffing, equipment, vehicle, and supervisory needs during the summer growing season. The utilization of a contractor to maintain specific landscape areas has proven to be beneficial over the years. Consistent professional oversight has resulted in substantial improvements to the appearance of these highly visible areas of our community. Additional specific benefits include:

- Consistent professional evaluation and improvement of landscape areas.
- The ability of the contractor to differentiate between weeds and desirable vegetation in the early stages of development. (Seasonal staff typically do not have that knowledge, and often without diligent direct supervision remove desirable species when weeding in Spring)
- Certification to apply spray whenever necessary during routine maintenance checks
- Reduction in vehicles necessary to transport staff to and from work sites
- Knowledge of landscape design and ability to transplant volunteer vegetation to other places within the Parks Division. This has resulted in the ability to use our landscape areas as a "nursery" for perennial plants reducing the need to purchase them.
- The ability to work in higher traffic areas outside normal business hours & on weekends
- Reduction in staff time spent supervising seasonal help, which frees up full time staff to complete more complex and vital tasks, especially in Spring.

RESOLUTION NO. 24-02

WHEREAS, The City of Alliance prepared a request for quotations for contracting maintenance of public landscaped areas within the parks and municipally owned properties; and

WHEREAS, The City published an Invitation to Bid Landscaping Services for an initial one-year contract, March 1 through October 31, 2024; with three optional one-year renewal periods and

WHEREAS, One bid was received from All Seasons Landscape Maintenance and Design; and

WHEREAS, Cultural and Leisure Services Director Brown has reviewed the bid and the performance of All Seasons Landscape Maintenance and Design and is recommending the contract be awarded to All Seasons Landscape Maintenance and Design; and

WHEREAS, The Mayor and City Council deemed it appropriate to hire an independent contractor to provide the labor for the clean-up, planting and maintenance of the public landscaped areas within the park systems and municipally owned properties of the City of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, that the Mayor is authorized to sign an agreement between the City of Alliance and All Seasons Landscape Maintenance and Design to contract Planting Bed Maintenance which includes preparation (spring clean-up), planting, transplanting and sustentation for the period commencing March 1 through October 31st for the year 2024, with three optional one-year renewal periods .

BE IT FURTHER RESOLVED that the base contact price for the year 2024 shall be Thirty Thousand Four Hundred Sixty Dollar and No/100s (\$30,460.00).

PASSED AND APPROVED this 2nd day of January, 2024.

Earl Jones, Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

City of Alliance Statement of Qualifications - 2024 Landscape Maintenance Bid

I have been working extensively in the planting beds located throughout the parks and public spaces in Alliance since 2003. Most recently, I have cared for them as an independent contractor maintaining them throughout the growing seasons. I have spent countless hours in these areas working to maintain the beautiful aesthetics of our community and to provide the citizens of Alliance with flowerbeds they can be proud of. This work has included; planting, weeding, trash removal, dead-heading, cutting back, spring clean-up, transplanting and mulching. In addition, I am constantly evaluating each area, noting maintenance requirements, as well as any improvements that can be made with respect to additional plants needed, plants in need of transplanting, etc. I also work with City staff to develop plans for upcoming seasons. This process includes choosing appropriate annuals, perennials, shrubs and/or trees to plant each Spring or Fall.

Prior to this time, I was employed by the City of Alliance in the Parks Department. I first worked as a parks maintenance worker, then as parks supervisor and finally, parks superintendent. During this time, I worked directly in the planting beds in the parks and on public grounds and was responsible for planting, weeding, deadheading, transplanting and mulching in these areas. As a supervisor and department head, I was also responsible for scheduling employees to work in these areas. In addition to this direct maintenance and supervision, I also designed many of these areas choosing plant species, number of plants needed and plant locations for each. In the design process, I took into consideration water, light and maintenance requirements for each plant and location and developed plans accordingly.

I know these landscape beds well. I know which areas require more water than other areas and which areas prove more time-consuming due to persistent weeds. I know the problem areas and have developed ways to help alleviate those problems. My experience has provided me with the knowledge of how much time needs to be spent at each location to maintain the aesthetics of each area. Through trial and error, I have gained an insight into the plants that thrive in our Western Nebraska landscape, and more specifically, the conditions that we have in our parks.

I have a current Nursery Dealer's license from the Nebraska Department of Agriculture. I am also a licensed Pesticide Applicator in the State of Nebraska, a registered contractor with the City of Alliance and have a tree surgeon's license with the City of Alliance.

CITY OF ALLIANCE, NEBRASKA
CONTRACT LANDSCAPE (PLANTING BED) MAINTENANCE

This contract is entered into this ____ day of January, 2024 by All Seasons Landscaping LLC, hereinafter called the Contractor and the City of Alliance, hereinafter called the "City."

The Contractor and the City, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

Scope of Work:

The Contractor shall provide to the City the services set forth in the Contract Documents (Landscaping Services, Planting Bed Maintenance) – Invitation to Bid 017171-1/2024.

Contract Documents:

The Contract Documents consist of this signed contract, Exhibit A (Planting Bed Maintenance invitation to bid and quotation form), and Exhibit B (the bid of the contractor for landscape maintenance for 2024), all of which are incorporated herein by reference.

Compensation and Method of Payment:

For satisfactorily providing all services described and required in the Contract Documents, the Contractor, based on prices depicted in their bid, shall receive an amount not to exceed thirty thousand, four hundred sixty hundred dollars and no cents (\$30,460.00) from the City upon receipt of invoices detailing the requirements set forth in Exhibit A. Progress payments will be made at the discretion of the project manager (Parks Foreman).

Insurance and Bonding Requirements:

Worker's Compensation:	As mandated by Nebraska State Statutes.
Comprehensive (commercial) General Liability:	\$1,000,000 per occurrence with \$2,000,000 aggregate.
Comprehensive Automobile Liability:	\$500,000 combined single limit.

A certificate showing coverage current during all times this contract is in effect and until the project is accepted by the City, shall be provided.

In witness whereof the parties have caused this Contract to be duly executed, intending to be bound thereby.

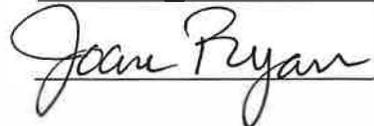
Contract Length:

The length of the contract shall be for eight (8) months beginning in March 2024. Succeeding year or years will be negotiated, or disposed of in a manner best suiting the needs of the City of Alliance.

City of Alliance, Nebraska

Authorized Signature: _____
Printed Name and Title: Earl Jones, Mayor
Date: _____
Witness: _____

All Seasons Landscaping LLC

Authorized Signature: 
Printed Name and Title: Heather Hauptman, Owner
Date: 12-14-23
Witness: 

BID FORM

Initial Contract period – March 2024 through October 2024.

LOCATION	MAINTENANCE TYPE	AMOUNT
Central Park Fountain	Preparation	\$ 300
	Sustentation	\$ 400
Sub Total		\$ 700
Central Park 10 th Street Entrance	Preparation	\$ 100
	Planting	\$ 80
	Sustentation	\$ 300
Sub Total		\$ 480
Alliance Learning Center	Preparation	\$ 1,000
	Sustentation	\$ 6,200
Sub Total		\$ 7,200
SkyView Golf Course	Preparation	\$ 800
	Sustentation	\$ 2,600
Sub Total		\$ 3,400
Sunken Gardens	Preparation	\$ 600
	Sustentation	\$ 2,400
Sub Total		\$ 3,000
Municipal Building	Preparation	\$ 100
	Sustentation	\$ 300
Sub Total		\$ 400
Military Museum	Preparation	\$ 800
	Sustentation	\$ 4,200
Sub Total		\$ 5,000
Bower Baseball Field, (two entrance beds at 2 nd and Mississippi)	Preparation	\$ 100
	Planting	\$ 80
	Sustentation	\$ 300
Sub Total		\$ 480
Alliance West Beds (2 landscape beds at intersection of Hwy 385 and Hwy 2)	Preparation	\$ 200
	Sustentation	\$ 900
Sub Total		\$ 1,100
Knight Museum & Sandhills Center	Preparation	\$ 600
	Sustentation	\$ 2,400
Sub Total		\$ 3,000
Downtown Islands (Box Butte Avenue - 1 st Street to 5 th Street Beds)	Preparation	\$ 400
	Planting	\$ 800
	Sustentation	\$ 1,800
	Sub Total	\$ 3,000

BID FORM

Continued

LOCATION	MAINTENANCE TYPE	AMOUNT
Swimming Pool – Big Blue Bay	Preparation	\$ 250
	Planting	\$ 50
	Sustentation	\$ 700
Sub Total		\$ 1,000
Box Butte Avenue, Center Islands 10 th Street to 14 th Street	Preparation	\$ 300
	Sustentation	\$ 700
Sub Total		\$ 1,000
Senior Center, 212 Yellowstone	Preparation	\$ 50
	Sustentation	\$ 250
Sub Total		\$ 300
Municipal Airport – Terminal Building	Preparation	\$ 100
	Sustentation	\$ 300
Sub Total		\$ 400
GRAND TOTAL		\$ 30,400

“We offer to provide the City of Alliance, Nebraska, the specified services at the prices stated, in accordance with the terms and conditions contained herein, and this offer to provide services is guaranteed firm for 60 days.”

Heather Hauptman - All Seasons Landscaping
(Signature of Bidder)

Heather Hauptman - Owner/Operator
(Printed Name & Title)

Company Name All Seasons Landscaping
 Address 2470 CR 58
 City Alliance State NE Zip 69301
 Telephone (308) 762-6632 Fax — Email heather@bbc.net
 Date 12-9-23

END OF BID DOCUMENT



Cultural and Leisure Services Department
Parks and Public Grounds Division

908 Yellowstone Avenue
P.O. Box D
Alliance, Nebraska 69301

INVITATION TO BID
LANDSCAPING SERVICES

Planting Bed Maintenance
Preparation • Planting • Transplanting • Sustentation

Invitation Number: 017171-1/2024
Issue Date: November 20, 2023
Publish Dates: November 22, 29 and December 6, 2023
Closing Date: December 12, 2023
Closing Time: 2:00 p.m., local time, our clock

Prepared by: Shana Brown, Cultural and Leisure Services Director
Telephone: 308.762.2384
E-mail: sbrown@cityofalliance.net

City of Alliance, Nebraska

INVITATION TO BID

LANDSCAPING SERVICES

Planting Bed Maintenance

Sealed Bids will be received by the City of Alliance, Nebraska Cultural and Leisure Services Department at the Knight Museum and Sandhills Center, 908 Yellowstone Avenue, P.O. Box D, Alliance, NE 69301 on or before 2:00 p.m (local time) December 12, 2023, at which time the received Bids will be publicly opened and read. Any Bids received after the above-specified date and time will be immediately returned unopened. Bid documents may be seen and/or obtained at the City of Alliance Cultural and Leisure Services Department at 908 Yellowstone Avenue, Alliance, NE 69301.

Right is reserved in the interest of the City to reject any or all bids and to waive any informality in the bids received.

Publish: November 22, 29 and December 6, 2023

Proof of Publication: One (1)

P.O.:

GENERAL PROVISIONS

These general terms and conditions of bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number and date in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by the City of Alliance by the time and at the place specified for the receipt of bids.

ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the bid document shall be directed to the person listed on the Cover Sheet under Prepared By. Bidders are cautioned that any statements made by individuals, or employees of the City of Alliance, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. To find out whether the local government intends to issue an amendment, contact the person listed on the Cover Sheet under Prepared By.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Alliance all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Nebraska that relate to the particular goods or services purchased or acquired by the City of Alliance under said contract.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Alliance.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Nebraska, and any litigation with respect thereto shall be brought in the courts of the State of Nebraska. The contractor shall comply with all applicable federal, state, and local laws and regulations.

AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest, responsive and responsible bidder, determined according to the provisions of Nebraska State Statutes. Complete and accurate responses to all items are necessary for the complete and fair evaluation of proposals. Bid Award, in addition to the above stated, will be based on compliance with the specified requirements as well as the "total-cost," or "life-cycle costing" concept, including the following:

- **Cost:** A cost analysis will be conducted and will include all identifiable costs associated with acquisition, installation, maintenance and operation of the bidder's offered equipment. The analysis will be based upon bidders' proposal data and other cost factors which, in the judgment of the evaluators, will be incurred by the City resulting from acceptance of the bidder's proposal.
- **Equipment:** An evaluation of equipment will be based on compliance with the specifications, expected life of equipment, output, maintenance, consumption, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of the specified item.
- **Bidder's Reputation and Experience:** An evaluation of the bidders' reputation and experience shall be based on the nature and extent of company data furnished, references and financial responsibility of the bidder.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications or other documents, they should contact the person listed on the Cover Sheet under Prepared By. An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. The City of Alliance shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to bid the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

BID ENVELOPES

Envelopes containing bids should be sealed and marked in the lower left hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company, or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left hand corner with the invitation number, commodity, and date and hour of opening of bids.

BID RECEIPT AND OPENING

The City of Alliance will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the location denoted on the Cover Sheet, where they will be opened at the stated time. Bids received after the date and time of the bid opening will be returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time.

Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FACSIMILE (FAXED) BIDS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of

the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central files.

BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of sixty (60) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

BRAND NAMES

Any catalog, brand name or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material which shall conform to the standards and excellence so established, and is of equal merit, strength, durability and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by the City of Alliance.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The City of Alliance may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary contractors submitting a bid for the work.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Nebraska and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Nebraska.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in the *Nebraska Political Accountability and Disclosure Act*. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City of Alliance accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, the City of Alliance, after due oral or written notice, may procure the goods and services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Alliance may have.

FAILURE TO ENFORCE

Failure by the City of Alliance at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Alliance to enforce any provision at any time in accordance with its terms.

INFORMALITIES AND IRREGULARITIES

The City of Alliance has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City of Alliance to properly evaluate the bid, the City of Alliance has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

INDEMNIFICATION

The contractor covenants to save, defend, hold harmless, and indemnify the City of Alliance and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs – including court costs and attorney’s fees, charges, liability, and exposure, however caused resulting from, arising out of, or in any way connected with the contractor’s negligent performance or nonperformance of the terms of the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the City Attorney’s Office for investigation.

LIMITATION OF COST

The contractor agrees to provide the equipment, perform the work specified and/or complete all obligations under the contract within the stated amount.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City of Alliance reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Alliance of non-responsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in Nebraska Fair Employment Practice Act, and applicable State and Federal Regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Alliance.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify the City of Alliance and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs – including court costs and attorney’s fees, charges, liability, and exposure, however caused for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Alliance.

If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PURCHASE ORDER REQUIREMENT

Purchases of the City of Alliance are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. The City of Alliance will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid form, payment terms will be net thirty (30) days. The City of Alliance will pay the contractor within thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Alliance that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Alliance in regard to the bidder's qualifications. The City of Alliance may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Alliance all information for this purpose that may be requested. The City of Alliance reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Alliance that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The quality of performance of previous contracts or services.

THE BIDDER MAY BE REQUIRED TO GIVE A DEMONSTRATION OF THE PROPOSED SERVICE, MACHINE OR EQUIPMENT, WHERE APPLICABLE, BEFORE AWARD IS MADE.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to the City. Any existing MSDS (Material Safety Data Sheets) for the products, materials, supplies or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by the City of Alliance.

RISK OF LOSS

The City shall be relieved from all risks of loss or damage to the equipment during periods of transportation and manufacture and during the entire time the equipment is in the possession of the City until acceptance of the equipment by the City of Alliance. At such time the risk of loss or damage to said equipment shall pass to the City. The bidder/contractor shall not be responsible for damage to equipment occasioned by negligence of the City or its employees.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by the City of Alliance to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by the City of Alliance, immediately correct such deficient service or work.

In the event the contractor fails, after notice, to correct the deficient service or work immediately, the City of Alliance shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor.

INSURANCE RESPONSIBILITY

The City of Alliance shall have **no** responsibility or liability for the below listed insurance coverage. The bidder must provide Certificates of Insurance compliance within fourteen (14) calendar days after notification of bid award. Such certificates shall provide that the City of Alliance be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. The service provider shall purchase at their expense and maintain in force at all times during the contract period the following listed policies of insurance, or those listed in the specifications:

- **Workman's Compensation Insurance:** As mandated by Nebraska State Statues.
- **Comprehensive (commercial) General Liability:** Coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate to include product and completed operations.
- **Comprehensive Automobile Liability Insurance:** Coverage limits not less than \$500,000 combined single limit.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

WARRANTY

Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

END OF GENERAL TERMS AND CONDITIONS

SPECIFICAITONS

SCOPE OF SERVICES

The City of Alliance, Nebraska (City) is seeking an experienced and capable firm (Contractor) having specific knowledge and ability to provide general and specialty landscaping services for the preparation, planting, transplanting and sustentation of planting beds within the City of Alliance Parks and Public Grounds system.

Work on this project will commence in March 2024 and continue through October 2024. The initial contract period will be for one-year. Three additional one year renewal options may be exercised by the City dependent upon the satisfaction with the Contractor's performance during the initial one-year contract term.

The work to be performed in accordance with these specifications and contract requirements consists of furnishing all materials, labor, equipment, supplies and accessories required and performing all operations needed in connection with maintaining planting beds and associated general and specialty landscaping services as may be required and/or desired within the City of Alliance Parks and Public Grounds system.

For the initial contract period, the City has determined the type and quantity of plant to be placed at each location within the City of Alliance Parks and Public Grounds system. During succeeding contract periods, the City, in cooperation with the Contractor, will determine the type and quantity of plant to be placed at each location within the City of Alliance Parks and Public Grounds system. Therefore, it is paramount the Contractor have, at a minimum, a working knowledge of plants and landscape design.

The Contractor is required to submit a one (1) page "Statement of Qualifications" detailing their experience and knowledge of plants and landscape design.

PART ONE – GENERAL
PLANTING BED MAINTENANCE
Materials – Work Methods – Definitions

1. MATERIALS – RESPONSIBLE PARTY:

- 1.1 City: Procure and/or otherwise provide and store all planting stock, mulch and fertilizer.
- 1.2 Contractor: Provide all labor, equipment, supplies and accessories required to load, transport and place various materials at locations denoted within the City of Alliance Parks and Public Grounds system.

2. PLANTING BED MAINTENANCE – WORK METHODS – DEFINITIONS:

2.1 Preparation (Spring Clean-up):

- Cutting back perennials
- Removing leaves, trash and dead vegetation, etc.
- Initial weed Removal

2.2 Planting:

- Planting annuals
- Planting perennials
- Installing mulch

2.3 Transplanting:

- Transplanting will be done on an “as needed” basis with the purpose and need being evaluated and negotiated with the Contractor.

2.4 Sustentation:

- Weed removal
- Deadheading
- Fertilizing
- Mulching as necessary

PART TWO – SCHEDULE
PLANTING BED MAINTENANCE
Work Methods – Type and Frequency

3. PLANTING BED MAINTENANCE – SCHEDULE:

PLANTING BED MAINTENANCE SCHEDULE		
MAINTENANCE TYPE	MONTH	FREQUENCY
Preparation (Spring Clean-up)	March	Complete Project
	April	Complete Project
Planting	May	Complete Project
	June	Complete Project
Sustentation	April	Twice Per Month
	May	Weekly
	June	Weekly
	July	Weekly
	August	Weekly
	September	Twice per Month
	October	Twice per Month

PART THREE – WORK LOCATIONS
PLANTING BED MAINTENANCE

4. PLANTING BED MAINTENANCE – LOCATION AND WORK METHOD TYPE:

4.1 Planting Bed Maintenance Locations:

- Denoted in the Planting Bed Maintenance Location tables below

4.2 Planting Bed Maintenance Work Method Type (**Read Carefully**):

- Preparation (Spring Clean-up)
- Planting
- Transplanting
- Sustentation

ANNUAL PLANTING LOCATIONS		
LOCATION	PLANT	QUANTITY
10 th Street Central Park Entrance & Brick Raised Beds	Coleus (assorted varieties)	3 Flats (32's)
Big Blue Bay	Purple Fountain Grass	24 Plants
Downtown Landscape Beds	Purple Fountain Grass	60 Plants
	Ipomea	12 Flats (32's)
	Supertunia (assorted varieties)	13 Flats (32's)
Bower Park	Purple Fountain Grass	10 Plants
	Ipomea	20 Plants
	Supertunia	20 Plants

PART FOUR – WORK LOCATIONS
PLANTING BED MAINTENANCE

5. PLANTING BED MAINTENANCE – LOCATION AND WORK METHOD TYPE:

5.1 Planting Bed Maintenance Locations:

- Denoted in the Planting Bed Maintenance Location table below

5.2 Planting Bed Maintenance Work Method Type (Read Carefully):

- Preparation (Spring Clean-up)
- Transplanting
- Sustentation

PERENNIAL PLANTING BED MAINTENANCE LOCATIONS
Central Park Fountain Beds – Between the sidewalks to the East of 10 th St. & Niobrara Ave.
Central Park 10 th Street entrance – South of Sweetwater Ave. & 10 th Street
Alliance Learning Center – 1750 Sweetwater Ave.
Skyview Golf Course – 2613 County Road 57 Tee Boxes: 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 18, North of 14, clubhouse and putting green beds
Sunken Gardens – Northwest of Knight Museum & Sandhills Center, 908 Yellowstone Ave.
Municipal Building - 324 Laramie Ave.
Military Museum & Conservatory Landscape – 1100 Niobrara Ave.
Knight Museum & Sandhills Center – 908 Yellowstone Ave.
Swimming Pool - 101 East 18 th Street
Box Butte Avenue - Center Islands, Box Butte Avenue from 10 th Street to 14 th Street
City of Alliance Municipal Airport - Terminal Building 5631 Sarpy Rd.
Alliance West Beds - 2 landscape beds at intersection of Hwy 385 and Hwy 2 (East side)
Bower Baseball Field, (two entrance beds, south side of 2 nd and Mississippi)
Senior Center - 212 Yellowstone
Downtown Islands, Box Butte Avenue from 1 st Street to 5 th Street

PART FIVE – SPECIFIC BID REQUIREMENTS
Insurance – Bonding – Special Notes

6. INSURANCE AND BONDING:

- 6.1** If applicable, the Contractor must be currently licensed with the City of Alliance.
- 6.2** The contractor, upon award, must show proof of insurance to include the following:
 - 6.2.1 Worker’s Compensation Insurance**, as mandated by Nebraska State Statues.
 - 6.2.2 Comprehensive (commercial) General Liability**, coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate to include product and completed operations.
 - 6.2.3 Comprehensive Automobile Liability Insurance**, coverage limits not less than \$500,000 combined single limit.

A certificate showing insurance coverage current during all times this contract is in effect and until the project is accepted by the City, shall be provided.

7. NOTES:

- 7.1** The City of Alliance reserves the right to accept or reject all or any part of the bid.
- 7.2** Reparation of any damage to City or privately owned property and/or surrounding area will be the responsibility of the Contractor.
- 7.3** There will not be a pre-bid conference. If a bidder is not fully confident of the intent of the specifications, they shall make an appointment with the contact person listed on the cover sheet.
- 7.4** The Contractor is required to submit a one (1) page “Statement of Qualifications” detailing their experience and knowledge of plants and landscape design.

END OF SPECIFICATIONS

BID FORM

Initial Contract period – March 2024 through October 2024.

LOCATION	MAINTENANCE TYPE	AMOUNT
Central Park Fountain	Preparation	\$
	Sustentation	\$
Sub Total		\$
Central Park 10 th Street Entrance	Preparation	\$
	Planting	\$
	Sustentation	\$
Sub Total		\$
Alliance Learning Center	Preparation	\$
	Sustentation	\$
Sub Total		\$
SkyView Golf Course	Preparation	\$
	Sustentation	\$
Sub Total		\$
Sunken Gardens	Preparation	\$
	Sustentation	\$
Sub Total		\$
Municipal Building	Preparation	\$
	Sustentation	\$
Sub Total		\$
Military Museum	Preparation	\$
	Sustentation	\$
Sub Total		\$
Bower Baseball Field, (two entrance beds at 2 nd and Mississippi)	Preparation	\$
	Planting	\$
	Sustentation	\$
Sub Total		\$
Alliance West Beds (2 landscape beds at intersection of Hwy 385 and Hwy 2)	Preparation	\$
	Sustentation	\$
Sub Total		\$
Knight Museum & Sandhills Center	Preparation	\$
	Sustentation	\$
Sub Total		\$
Downtown Islands (Box Butte Avenue - 1 st Street to 5 th Street Beds)	Preparation	\$
	Planting	\$
	Sustentation	\$
	Sub Total	

BID FORM

Continued

LOCATION	MAINTENANCE TYPE	AMOUNT
Swimming Pool – Big Blue Bay	Preparation	\$
	Planting	\$
	Sustentation	\$
Sub Total		\$
Box Butte Avenue, Center Islands 10 th Street to 14 th Street	Preparation	\$
	Sustentation	\$
Sub Total		\$
Senior Center, 212 Yellowstone	Preparation	\$
	Sustentation	\$
Sub Total		\$
Municipal Airport – Terminal Building	Preparation	\$
	Sustentation	\$
Sub Total		\$
GRAND TOTAL		\$

“We offer to provide the City of Alliance, Nebraska, the specified services at the prices stated, in accordance with the terms and conditions contained herein, and this offer to provide services is guaranteed firm for 60 days.”

(Signature of Bidder)

(Printed Name & Title)

Company Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email _____
 Date _____

END OF BID DOCUMENT