

# March 4, 2025 City Council Meeting

## March 4, 2025 City Council Meeting

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
March 4, 2025 – 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, Payroll, Claims and Council Proceedings  
Resolution No. 25-30 – NDOT License Plate Reader Application  
Resolution No. 25-31 – Disadvantage Business Enterprise Program  
Resolution No. 25-32 – BBDC Economic Development Repayment Extension

**B. Resolution No. 25-33 – Airport Electrical Project**

Resolution No. 25-33 will accept and allow the City of Alliance to proceed with the final steps of the Airport Electrical Project.

**C. Ordinance No. 2997 – Second Reading - Municipal Code Amendment Section 2, titled *Donations***

Ordinance No. 2997 is before council on second reading which will accept and amend the City of Alliance Municipal Code Section 2, titled *Donations*.

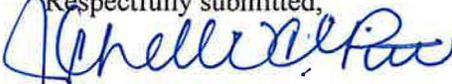
**D. Ordinance No. 2998 – First Reading – Municipal Code Amendment Sections 24-21 through 24-30, regarding Sidewalks**

Ordinance No. 2998 is before council on first reading which will accept an amend the City of Alliance Municipal Code Sections 24-21 through 24-30, regarding Sidewalks.

**E. Board Appointment**

An application was submitted by Matthew Mashburn to serve on the Community Redevelopment Authority with his term ending January 31, 2028.

- **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 – March 4, 2025**

1. **Approval:** Minutes of the Regular Meeting, February 18, 2025.
2. **Approval:** Payroll from February 21, 2025 in the total amount of \$261,260.00.
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; \$900,944.40.
4. **Approval:** Resolution No. 25-30 which will authorize an agreement with Nebraska Department of Transportation for the operation of automated license plate reader on Highway 385 and 87; 3<sup>rd</sup>, 10<sup>th</sup>, 25<sup>th</sup> and Kansas Street; and Flack Avenue.
5. **Approval:** Resolution No. 25-31 which will authorize a Disadvantaged Business Enterprise Program for federal funds with the United States Department of Transportation assisted contracts at the Alliance Municipal Airport.
6. **Approval:** Resolution No. 25-32 which will authorize a three-year extension for the Economic Development Loan for with Box Butte Development Corporation.

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.

February 18, 2025

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, FEBRUARY 18, 2025

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

The Alliance City Council met in a Regular Meeting, February 18, 2025 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 February 12, 2025. 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 McGhehey opened the February 18, 2025 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Members Weisgerber, Liptack, and Turman. Also present were City Manager Sorensen, City Treasurer Baker and City Clerk Pitt.

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

**CONSENT CALENDAR – February 18, 2025**

1. Approval: Minutes of the Strategic Planning Meeting, January 30, 2025 and Regular Meeting, February 4, 2025.
2. Approval: Payroll from February 7, 2025 in the total amount of \$376,006.97.
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; \$561,801.26.

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4. Approval: Alliance Volunteer Fire Department Roster Update.
5. Approval: Resolution No. 25-17 which will authorize a budget transfer in the amount of \$7,500 from Capital Outlay Mach & Equip # 21-71-75-59-970 to Small Tools & Equip # 21-71-75-45-544 to cover the purchase of an almost new Golf Work Cart.
6. Approval: Resolution No. 25-18 which will authorize a budget transfer in the amount of \$4,200 from Capital Outlay-Mach. Equip # 01-71-71-59-950 to Small Tools & Equip # 01-71-71-45-544 to purchase a V-Plow to be mounted on Parks work cart and used for downtown and walking trail snow removal.
7. Approval: Resolution No. 25-19 which will authorize additional repairs of Landfill John Deere 850K Bull Dozer by Murphy Tractor Equipment Co. Inc. in the amount of \$6,656.08.
8. Approval: Resolution No. 25-20 which will award the Well #6 and #4 Rehabilitation bid to Downey Drilling Inc. in the amount of \$126,228, authorizing the use of GL # 08-52-51-47-791 System Contingency in the amount of \$50,000 to be transferred to GL # 08-52-52-59-970 Capital Outlay – Other Improv. to accommodate the completion of this project .
9. Approval: Resolution No. 25-21 which will approve the Airport Building #3201 lease renewal with Robin and Mary with a 5% rent increase in the amount of \$6,615 per year.
10. Approval: Resolution No. 25-22 which will approve the Airport Buildings #3000 & #3001 with amendment which is adding a 257'x100' area of concrete pad adjacent to the original buildings lease renewal with Jelinek Custom Cleaning, Inc. in the amount of \$42,720 per year.
11. Approval: Resolution No. 25-23 which will accept approximately 150 trees from the Panhandle Men's Club and approximately 30 shrubs and 3 trees from the Ladies Golf Association total cost of donated improvements is approximately \$2,400.
12. Approval: Resolution No. 25-24 which will award the Landfill Baler Bid to Recovery System Company, Inc. in the amount of \$699,185 to be paid with funds from GL # 06-51-55-59-590.
13. Approval: Resolution No. 25-25 which will approve additional funding to be appropriated from City Council Contingency in the amount of \$2,300 to cover the costs of additional work of securing and boarding the 1<sup>st</sup> Interstate Inn to Riverfront Concrete and Excavation, LLC.

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.

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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: Turman, Mashburn, Liptack, Weisgerber and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was the presentation of the Quarterly Financial Report.

City Treasurer Baker presented the first quarter financial report to Council.

A motion was made by Councilman Liptack, seconded by Councilman Turman to approve the presentation of the Quarterly Financial Report.

Roll call vote with the following results:

Voting Aye: Liptack, Turman, Weisgerber, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-26 which will accept and award the proposal and bid from LARM for the Property and Casualty Insurance for the City of Alliance 2024/2025 Fiscal Year beginning March 1, 2025, at a prorated rate of \$622,903.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve Resolution No. 25-26. Which follows in its entirety:

#### RESOLUTION NO. 25-26

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

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

*WHEREAS*, City Staff has diligently been researching the best options for municipality insurance coverage with optimal value and secure resources; and

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*WHEREAS*, The City of Alliance recommends that LARM (League Association of Risk Management) is best or most suitable option for the City of Alliance.

*WHEREAS*, The City of Alliance accepts the proposal from LARM (League Association of Risk Management) to provide Property and Casualty insurance with a three year commitment and five percent premium saving; and

*WHEREAS*, The City's coverages and premiums have been reviewed by LARM's broker along with the City Manager and City Clerk, and they have made a recommendation for the policies to be effective March 1, 2025.

*NOW THEREFORE BE IT RESOLVED* by the Mayor and City Council of the City of Alliance, Nebraska, that the Mayor is authorized to sign a contract for insurance with the League of Risk Management (LARM) in the amount of One Million Fifty-Eight Thousand Five Hundred Thirty-Nine Dollars and no/100ths (\$1,058,539.00).

*NOW THEREFORE BE IT RESOLVED* the pro-rated total amount to be paid to LARM for coverage beginning March 1, 2025 to September 30, 2025, Six Hundred Twenty-Two Thousand Nine Hundred-Three Dollars and no/100ths (\$622,903).

*BE IT FURTHER RESOLVED*, The City Clerk is authorized to notify our broker First National Insurance Company of the City of Alliance policy termination effective March 1, 2025.

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: Weisgerber and Liptack.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-27 which will accept and enter an interlocal agreement with the League Association of Risk Management (LARM) under the Intergovernmental Risk Management Act and Interlocal Cooperation Act State of Nebraska.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve the Resolution No. 25-27. Which follows in its entirety:

#### RESOLUTION NO. 25-27

*WHEREAS*, League Association of Risk Management (LARM) desires to enter into an Interlocal Agreement with the City of Alliance for the purposes of providing risk management services and insurance coverages; and

*WHEREAS*, The City understands that the Interlocal Agreement is in accordance with the Intergovernmental Risk Management Act, with Nebraska public agencies; and

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*WHEREAS*, The League Association of Risk Management (LARM) will provide liability and casualty insurance to the City of Alliance; and

*WHEREAS*, This Agreement must be in place for the League Association of Risk Management to provide services to any public agency; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign the Interlocal Agreement between the City of Alliance, Nebraska and the League Association of Risk Management (LARM) for purposes of providing risk management services and insurance coverages to the City of Alliance.

Roll call vote with the following results:

Voting Aye: Turman, Mashburn and McGhehey.

Voting Nay: Liptack and Weisgerber.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-28 which will accept and enter a three-year commitment with the League Association of Risk Management (LARM) providing Property & Casualty Insurance for the City of Alliance.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve resolution No. 25-28. Which follows in its entirety:

#### Resolution No. 25-28

*WHEREAS*, The City of Alliance is a member of the League of Association or Risk Management (LARM);

*WHEREAS*, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

*WHEREAS*, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

*BE IT RESOLVED* that the governing body of the City of Alliance, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

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Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day and 3 year commitment; 5% discount**)

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**180 day and 2 year commitment; 4% discount**)

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**180 day notice only; 2% discount**)

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**90 day and 3 year commitment only; 1%**)

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**2 year commitment only; 1%**)

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**90 day Notice only**)

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: Weisgerber and Liptack.

Motion carried.

LARM Representative Nate Fox came before the council presenting an overview of LARM.

Vice Mayor Mashburn questioned how the low deductible works, Representative Fox explained that “pool” buys a high insurance policy with reinsurance, which then allow LARM to offer the reinsurance to it’s members.

Mayor McGhehey questioned if the premium will change in October for renewals, City Clerk Pitt explained that LARM quoted the term to carry through the 2025-2026 year so the only way the premium would change is if we made changes to our policy.

John Daniels, FNIC Representative, Travelers will always have a wind/hail deductible, but a down deductible proposal can be negotiated in August during renewal if the Council chooses to wait.

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Vice Mayor Mashburn questioned why Travelers has not offer this previously or why we were not offered any incentives when FNIC was notified that the City was looking into other insurance companies.

Council Liptack asked Mr. Daniels how long has the City been with FNIC, he replied “since 1984.”

Mayor McGhehey commented that it has been a pleasure working with FNIC over the many years and thanks them for their services to the City of Alliance.

- The next item on the agenda for Council was Resolution No. 25-29 which will accept and approve the amended interim Refuse Rate Schedule for disposal of solid waste. The following information was provided:

**[RESOLUTION – Award bid to Recovery System Company, Inc., for Baler replacement project.**

As part of this year’s CIP budget process the need for a replacement for the landfill baler was identified. The existing baler is approximately 15 years old and is frequently broken and in need of replacement. The conveyor to the baler has been replaced and modifications have been made to the tipping floor leading to it. Over the next couple of years the landfill will be moving to a “loose fill” operation and not all refuse will be baled. When this takes place baled MSW will be reserved for smaller “household” loads and will help keep residential customers from driving into the loose fill area. Currently 40 or so bales are produced per day of operation. This method remains critical over the next 2-3 years for the completion of the existing MSW cell. Once a loose fill operation is established 4 bales per week or so will be produced while the bulk of MSW will be deposited directly into a loose fill area.

At the end of January bids were received from three bidders in reference to this project. SCS engineers evaluated all of the bids and the options presented. They have made a recommendation to award the bid to Recovery System Company, Inc. in the amount of \$699,185 option #1. This bid is the lowest responsible bidder fitting the requirements listed and is within budget authority for this project. Upon approval from City Council there will be an 18-20 week lead time for materials and an expected completion date 30 days after beginning the project.

**RECOMMENDATION: APPROVE BID AWARD TO RECOVERY SYSTEM COMPANY, INC., FOR BALER REPLACEMENT PROJECT WITH BID OPTION #1 IN THE AMMOUNT OF \$699,185 AND APPROVE USE OF FUNDS FROM GL # 06-51-55-59-950.]**

A motion was made by Councilman Weisgerber, seconded by Councilman Turman to approve Resolution No. 25-29. Which follows in its entirety:

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**RESOLUTION NO. 25-29**

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

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

SECTION 1. Staff has prepared amendments to disposal rates for solid waste for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-483(a) and 28-484(a) of the Alliance Municipal Code. All such rates are hereby amended effective April 1, 2025, in the following particulars:

	<b>January 1, 2025</b>	<b>April 1, 2025</b>
<b>Rate Class</b>	<b>Existing Rates</b>	<b>New Rates</b>
Residential – City (90 GAL)	\$25.36	\$25.36
Commercial – City (90 GAL)	n/a	30.36
Non-profit – City (90 GAL)	n/a	10.00
Commercial – City (3 yard container)	126.11	126.11
Commercial – City (2 yard container)	64.56	64.56
Non-profit – City (2 yard container)	n/a	40.00
Non-profit – City (3 yard container)	n/a	60.00
<b>Disposal Fee Types</b>		
Asbestos	Not Accepted	Not Accepted
Ashes	76.11	76.11
Brush	23.89	23.89
Construction and Demolition	78.66	78.66
Contaminated Soil	128.36	128.36
Fill	20.88	20.88
Metal	28.34	28.34

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Municipal Solid Waste - Residential	79.47	79.47
Municipal Solid Waste - Commercial	79.47	79.47
Non-baleable MSW	128.36	128.36
Shingles	78.66	78.66
Tire – Truck and Tractor	25.16	25.16
Tire – Over 16”	12.71	12.71
Tire – 15” and below	7.83	7.83
White Goods	15.70	15.70
White Goods w/Freon	39.57	39.57
Minimum Fee	11.49	11.49

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

SECTION 4. This resolution shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until April 1, 2025.

A motion was made by Councilman Turman, seconded by Councilman Liptack to approve 50% rate of commercial for non profit.

Roll call vote with the following results:

Voting Aye: Turman, Liptack, Weisgerber, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was the first reading of Ordinance No. 2997 which will accept and amend the City of Alliance Municipal Code Section 2, titled *Donations*. The following information was provided:

**[ORDINANCE – DONATIONS POLICY**

The attached ordinance is presented to the Council to update the City’s policy on accepting and disposing of donations. The intent of this ordinance is to remove

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bureaucratic barriers to philanthropists who desire to contribute to our efforts “To Build the Best Hometown in America”.

This ordinance clarifies which categories, such as real property and donations with value over ten thousand dollars (\$10,000.00), which must be accepted by Council and which donations can be accepted administratively (i.e. those with a value under \$10,000.00). The ordinance also affirms the desire to require a dedicated funding source for the ongoing maintenance of substantial donations, such as the Knight Museum as a condition for accepting the donation.

Finally, while certain boards have a donation policy and there is a previously created donation policy, this ordinance updates and codifies the policy so that it can be applied equally across all city departments.

**RECOMMENDATION: APPROVE THE FIRST READING OF THE ATTACHED ORDINANCE UPDATING THE CITY’S POLICY ON ACCEPTANCE AND DISPOSITION OF DONATIONS]**

A motion was made by Councilman Liptack, seconded by Councilman Turman to approve the first reading of Ordinance No. 2997. City Clerk Pitt read the ordinance by title which follows in its entirety:

**Ordinance No. 2997**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA REGARDING THE ACCEPTANCE OF DONATIONS, DEFINING TYPES OF DONATIONS, SETTING RULES PERTAINING TO DONATIONS, AND AUTHORIZING THE CITY MANAGER TO PROMULGATE FURTHER RULES, POLICIES AND PROCEDURES FOR THE EXECUTION OF THIS ORDINANCE; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1: Sections 2-221 through 2-225 of the Alliance Municipal Code shall provide as follows:

**Sec. 2-221. Purpose.**

Sections 2-221 through 2-225 are intended to establish a formal and consistent process for the acceptance of donations made to the City for a public purpose, pursuant to Nebraska Revised Statutes, and shall also apply to all volunteer boards and commissions of the City.

**Sec. 2-222. Definitions.**

*Donation* is defined as any monetary or non-monetary gift, grant, devise, memorial, tribute or bequest to the city of Alliance.

*Memorial* is an item, object or monument established to preserve the memory of (a) deceased person(s) or an event that occurred in the past.

*Tribute* means an item, object or gift designed to acknowledge the contributions of still-living people or person(s) to society.

### **Sec. 2-223. Types of Donations.**

- (a) A monetary donation includes cash, check, credit card payment, money order or other negotiable instrument. In the event of a stock donation, the donation will be liquidated and turned into cash or another liquid asset, and treated as a monetary donation.
- (b) A non-monetary donation includes real or personal property, goods, or services.
- (c) Designated or restricted donations are those donations that the donor specifies for use by a particular city department, at a certain location, or for a specific purpose. Memorials and tributes shall be considered as restricted donations.
- (d) Undesignated or unrestricted donations are those donations that are given to the City for an unspecified or general use.

### **Sec. 2-224. Rules pertaining to Donations**

- (a) *Consistency with city interests.* Donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City and its residents. The City must always consider the public trust and comply with all applicable laws when accepting donations.
- (b) *Declined donations.* The City of Alliance reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to not be in the best interest of the City.
- (c) *Disposition of donations.* The City of Alliance reserves the right to remove any donated amenity for: safety reasons, deterioration caused by age, neglect or vandalism, and/or the city's inability to finance ongoing maintenance and/or repairs.
- (d) *Donation specifications.* The City of Alliance reserves the right to formulate and dictate the specifications for donations of personal property.

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- (e) *Donation preference.* When donations are intended for the purchase of physical goods used in the course of conducting normal city business, it is preferred that the donation be made as a monetary donation to allow the city to take advantage of bulk purchasing and to ensure the consistency of goods.
- (f) *Acceptance of donations.*
- i. Any person, group, or entity desiring to raise funds for donations to the City must receive the consent of the City Council prior to beginning fundraising efforts.
  - ii. Restricted donations, other than donations made for the purpose of assisting citizens in paying their utility bills, must first be approved by the City Council via resolution.
  - iii. All donations of real property, whether restricted or unrestricted, must first be approved by the city council via resolution.
  - iv. All donations of personal property, whether restricted or unrestricted, must first be approved by the City Council via resolution. The City Council will determine whether or not the donation is in good taste, appropriate to the purpose of the City, and in accord with the standards of the community prior to accepting the gift.
  - v. In the event the gift, bequest or memorial intended for the City is of a nature that it is to be seen and enjoyed by the public such as a sculpture, statue, plaque, or other interpretive material, the City Council shall determine the appropriate location for said gift.
  - vi. The City shall not accept donations which are not permanent gifts to the city.
  - vii. The City shall not accept donations which require that the City agree to maintain the gift in perpetuity, unless such donation is accompanied by an endowment sufficient to cover its ongoing upkeep. All perpetual gifts and their associated endowments must receive prior approval from the City Council through a formal resolution. If, at any point, the endowment no longer provides adequate funding for maintenance, the City may discontinue upkeep once the funds are depleted and dispose of the donation in accordance with City policies.
  - viii. Unrestricted donations valued at less than or equal to Ten Thousand dollars (\$10,000) may be accepted by the City Manager or their designee without council action and shall be reported quarterly to the City Council. Unrestricted donations with a value above Ten Thousand dollars (\$10,000) must first be approved by the City Council via resolution.

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- ix. *Memorial Plaques.* Costs for all memorial or tribute plaques shall be borne by the donor. The City must approve all text for memorial or tribute plaques prior to installation.

**Sec. 2-225. City Manager.**

The City Manager is authorized to promulgate further rules, policies, and procedures needed for the execution of this ordinance.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

Roll call vote with the following results:

Voting Aye: Liptack, Turman, Weisgerber, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

A motion was made by Mayor McGhehey, which was seconded Weisgerber to amend the Ordinance to reflect that all unrestricted donations \$10,000 and under can be approved by the City Manager.

Roll call vote with the following results:

Voting Aye: Liptack, Turman, Weisgerber, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The last matter before Council was Board Appointments.

A motion was made by Councilman Turman, seconded Councilman Liptack to appoint Brent Ferguson to the Community Redevelopment Authority with a term ending January 31, 2029. And Own Burnett to the Planning Commission with a term ending December 31, 2028 and Scott Bolinger to serve as an alternate of the Planning Commission.

Roll call vote with the following results:

February 18, 2025

Voting Aye: Turman, Liptack, Mashburn, Weisgerber and McGhehey.

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the February 18, 2025 City Council Meeting at 7:55 p.m.

(SEAL)

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John McGhehey, Mayor

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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: **2/21/2025**

**GROSS PAYROLL**

\$ 231,146.31

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 13,525.38	
MEDICARE	\$ 3,382.61	
POLICE PENSION - PRINCIPAL	\$ 2,634.98	
FIRE PENSION - PRINCIPAL	\$ 2,076.73	
GENERAL PENSION - PRINCIPAL	\$ 8,166.11	
MISSION SQUARE PENSION	\$ 327.88	
H S A SANDHILLS STATE BANK	\$ 0.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 0.00	
TOTAL BENEFITS		\$ 30,113.69

**TOTAL PAYROLL COSTS**

**\$ 261,260.00**

CITY CLERK - SHELBI PITT

\$ 244,512.91 Total  
-\$ 2,076.73 FIRER  
-\$ 4,801.58 GENER  
-\$ 3,364.53 OPTER  
-\$ 2,634.98 POLER  
-\$ 327.88 CIER  
-\$ 160.90 VEHIC

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\$ 231,146.31

HSA  
\$ 13,525.38 FICA (SS)  
\$ 3,382.61 MEDICARE  
1ST PAYROLL

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
<b>General Fund</b>					
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
MONTE WEISGERBER	PRE-PAY MILEAGE REIMBURSEME	PRE-PAY MILE	02/05/2025	491.78	02/20/2025
<b>01-10-10-47-791 City Council Contingency</b>	General Fund	City Council	City Council		
ERIK HASCALL	1ST INTERSTATE INN - MATERIALS/	757357	02/19/2025	2,300.00	
Total City Council:				2,791.78	
Total City Council:				2,791.78	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - CITY COUNCIL CLAIMS	757350	02/12/2025	33.73	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	757349	02/12/2025	8.49	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	757351	02/12/2025	26.73	
<b>01-11-11-44-436 Mail, Delivery Services</b>	General Fund	City Administration	City Administration		
QUADIENT FINANCE USA INC	CITY MANAGER	JANUARY 202	01/31/2025	7.59	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	LUNCH WITH WNCC TO DISCUSS C	SORENSEN 1/	02/13/2025	56.60	02/19/2025
<b>01-11-11-45-513 Copy Machine Supplies</b>	General Fund	City Administration	City Administration		
COPIER CONNECTION, INC.	SERVICE CONTRACT	30572	01/29/2025	115.00	
Total City Administration:				248.14	
Total City Administration:				248.14	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	17388	02/20/2025	60.00	
<b>01-31-31-44-444 Natural Gas</b>	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	FEBRUARY 20	02/25/2025	108.13	
<b>01-31-31-45-531 Uniforms</b>	General Fund	Police Administration	Police Department		
KINSCO LLC	UNIFORMS	10275-0	02/17/2025	158.00	
Total Police Administration:				326.13	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
CRIMINAL ADDICTION INC	CRIMINAL CLASS	42-636	02/23/2025	300.00	
<b>01-31-32-43-374 Investigators Expense</b>	General Fund	Police Operations	Police Department		
BOX BUTTE COUNTY COURT	CR 25 402 LASIKE	757352	02/11/2025	17.00	
<b>01-31-32-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Operations	Police Department		
JACK'S REFRIGERATION INC	PLANNED MAINTENANCE	67674	02/18/2025	82.10	
<b>01-31-32-45-531 Uniforms</b>	General Fund	Police Operations	Police Department		
SPECIAL STITCHES	EMBROIDERY	1833	02/21/2025	71.00	
<b>01-31-32-45-531 Uniforms</b>	General Fund	Police Operations	Police Department		
STUDIO A	REFLECTIVE LOGOS ON HOODIES	2375	02/20/2025	40.00	
<b>01-31-32-45-531 Uniforms</b>	General Fund	Police Operations	Police Department		
CURTIS BLUE LINE	CUSTOM BADGE	INV915216	02/11/2025	37.58	
Total Police Operations:				547.68	
<b>01-31-33-44-436 Mail, Delivery Services</b>	General Fund	Police Support Services	Police Department		
QUADIENT FINANCE USA INC	POLICE	JANUARY 202	01/31/2025	3.45	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-33-44-441 Electricity</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	757353	02/10/2025	777.10	
<b>01-31-33-44-442 Water-Sewer</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	757353	02/10/2025	65.57	
<b>01-31-33-44-443 Refuse</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	757353	02/10/2025	75.66	
<b>01-31-33-44-444 Natural Gas</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	757354	02/10/2025	302.77	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1468236	02/21/2025	537.60	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1466306	02/12/2025	258.00	
<b>01-31-33-44-452 Long Distance Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	91388248	724648017	02/16/2025	499.04	
<b>01-31-33-44-452 Long Distance Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	65908409	724785068	02/20/2025	52.99	
Total Police Support Services:				<u>2,572.18</u>	
<b>01-31-34-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Animal Control	Police Department		
BERNIES ACE HARDWARE	LOCK PASS COM LEVR	313888	02/11/2025	49.99	
<b>01-31-34-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Animal Control	Police Department		
CARTER'S HOME HARDWARE & AP	PAINTING SUPPLIES	27781/1	02/11/2025	62.98	
Total Animal Control:				<u>112.97</u>	
Total Police Department:				<u>3,558.96</u>	
<b>01-37-37-44-436 Mail, Delivery Services</b>	General Fund	Firefighting	Fire Department		
QUADIENT FINANCE USA INC	FIRE	JANUARY 202	01/31/2025	29.65	
<b>01-37-37-44-444 Natural Gas</b>	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	2290 8652 37	FEBRUARY 20	02/25/2025	717.86	
Total Firefighting:				<u>747.51</u>	
<b>01-37-38-44-467 Equipment Testing Fees</b>	General Fund	Ambulance	Fire Department		
ZOLL MEDICAL CORPORATION	PREVENTIVE MAINTENANCE	90109475	02/12/2025	680.00	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85661700	02/13/2025	315.20	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757346	02/17/2025	319.33	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757345	02/14/2025	20.19	
<b>01-37-38-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Ambulance	Fire Department		
HEARTLAND DIESEL	AMBULANCE 314 ALTERNATORS R	6222	02/11/2025	1,085.98	
Total Ambulance:				<u>2,420.70</u>	
Total Fire Department:				<u>3,168.21</u>	
<b>01-41-44-44-444 Natural Gas - Facility Maint</b>	General Fund	Facility Maintenance	Public Works		
BLACK HILLS ENERGY	8514 7540 93	FEBRUARY 20	02/25/2025	75.85	
<b>01-41-44-45-526 Other Supplies</b>	General Fund	Facility Maintenance	Public Works		
CITY OF ALLIANCE	SCRAP METAL	00306171	02/21/2025	11.49	
Total Facility Maintenance:				<u>87.34</u>	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-41-46-43-373 Contract Custodial Services</b>	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS/MATS	11258812	02/11/2025	190.51	
<b>01-41-46-44-444 Natural Gas</b>	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	8314 2036 34	FEBRUARY 20	02/25/2025	828.54	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BERNIES ACE HARDWARE	VAN #8 & #9 DOORS SCREWS	313967	02/13/2025	5.18	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BERNIES ACE HARDWARE	CAUTION TAPE	314142	02/18/2025	8.59	
Total Municipal Building:				1,032.82	
Total Public Works:				1,120.16	
<b>01-61-60-44-436 Mail, Delivery Services</b>	General Fund	Community Development	Community Develop		
QUADIENT FINANCE USA INC	COMM DEV	JANUARY 202	01/31/2025	26.91	
Total Community Development:				26.91	
Total Community Development:				26.91	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	4303 0966 09	FEBRUARY 20	02/25/2025	209.06	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8316 6747 88	FEBRUARY 20	02/25/2025	2,333.86	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8650 1637 80	FEBRUARY 20	02/25/2025	517.94	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	1529 6736 12	FEBRUARY 20	02/25/2025	308.59	
<b>01-71-71-44-479 CNTSVC Other</b>	General Fund	Parks	Cultural and Leisure		
GARY'S GRAPHICS	TRUCK LETTERING	10181	01/30/2025	15.50	
<b>01-71-71-45-511 Office Supplies</b>	General Fund	Parks	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	INK CARTRIDGES	0127682-001	02/03/2025	143.96	
<b>01-71-71-45-534 Safety Commodities</b>	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	WATER LOGOS	27809/1	02/13/2025	52.33	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	SMALL TOOLS	313675	02/06/2025	10.58	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51400129	02/06/2025	189.12	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51402249	02/13/2025	23.24	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51402249	02/13/2025	16.75	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51402249	02/13/2025	5.58	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	CHAINSAW	51399274	02/03/2025	59.99	
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	FUEL AND FILTERS	51402102	02/13/2025	31.98	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SEAT COVER	51399673	02/05/2025	39.35	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SEAT COVER	51401170	02/10/2025	49.36	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505094	02/07/2025	15.12	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505307	02/11/2025	10.61	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-504704	Cultural and Leisure 02/03/2025	8.61	
<b>01-71-71-45-561 Bldg Maintenance Material</b> FARM PLAN	General Fund BUILDING MAINTENANCE	Parks 51399562	Cultural and Leisure 02/04/2025	13.62	
<b>01-71-71-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Parks 27764/1	Cultural and Leisure 02/10/2025	18.99	
<b>01-71-71-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Parks 27717/1	Cultural and Leisure 02/04/2025	22.99	
Total Parks:				4,097.13	
<b>01-71-72-44-431 Legal, Public Notices</b> ALLIANCE TIMES HERALD	General Fund LEGAL NOTICES	Senior Center 757348	Cultural and Leisure 02/12/2025	7.21	
<b>01-71-72-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8177 7736 40	Senior Center FEBRUARY 20	Cultural and Leisure 02/25/2025	172.40	
Total Senior Center:				179.61	
<b>01-71-74-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Cemetery 2723-503604	Cultural and Leisure 01/16/2025	6.04	
Total Cemetery:				6.04	
<b>01-71-75-44-424 Permits, Licenses</b> NE DEPT OF ENVIRONMENT AND E	General Fund POOL PERMIT RENEWAL 2025	Swimming Pool 50050	Cultural and Leisure 02/20/2025	40.00	
<b>01-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 4332 1963 21	Swimming Pool FEBRUARY 20	Cultural and Leisure 02/25/2025	45.43	
Total Swimming Pool:				85.43	
<b>01-71-76-44-431 Legal, Public Notices</b> ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICE	Knight Museum 757347	Cultural and Leisure 02/12/2025	8.06	
<b>01-71-76-44-479 CNTSVC Other</b> STEPH'S STUDIO, INC.	General Fund PRINTS	Knight Museum 192577446	Cultural and Leisure 02/08/2025	25.33	
Total Knight Museum:				33.39	
<b>01-71-77-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund LIBRARY	Library JANUARY 202	Cultural and Leisure 01/31/2025	75.23	
<b>01-71-77-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8075 2560 61	Library FEBRUARY 20	Cultural and Leisure 02/25/2025	4,078.02	
<b>01-71-77-44-483 NRCNTSVC-Building Public Wrks</b> RASMUSSEN MECHANICAL SERVI	General Fund REPAIR BOILER	Library SRV119701	Cultural and Leisure 01/31/2025	1,006.25	
Total Library:				5,159.50	
<b>01-71-78-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Sallows Museum 27832/1	Cultural and Leisure 02/14/2025	24.59	
<b>01-71-78-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Sallows Museum 27832/1	Cultural and Leisure 02/14/2025	64.38	
Total Sallows Museum:				88.97	
Total Cultural and Leisure Services:				9,650.07	
<b>01-79-80-44-441 Electricity</b> PREMA	General Fund ELECTRICITY	Carhenge 757356	Culture and Leisure 01/01/2025	446.77	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Carhenge:				446.77	
Total Culture and Leisure Services:				446.77	
Total General Fund:				21,011.00	
<b>Electric Fund</b>					
<b>05-51-50-44-444 Natural Gas</b>	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	7098 7521 63	FEBRUARY 20	02/25/2025	1,917.59	
<b>05-51-50-45-511 Office Supplies</b>	Electric Fund	Administration	Utility Superintenden		
NEBRASKA TOTAL OFFICE	BINDERS/PENS/MARKERS	0127803-001	02/18/2025	56.74	
Total Administration:				1,974.33	
<b>05-51-52-44-491 NRCNTSVC-Sub Stations Mtc</b>	Electric Fund	Transmission	Utility Superintenden		
TRIANGLE ELECTRIC INC	10TH ST SUBSTATION BREAKER IN	2025-110	02/11/2025	511.92	
<b>05-51-52-46-656 Electric Special Tools, Equip</b>	Electric Fund	Transmission	Utility Superintenden		
GRAINGER	MOTOR	9392740792	01/31/2025	266.01	
<b>05-51-52-46-691 Purchased Power-WAPA</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WAPA	307966	01/01/2025	79,631.84	
<b>05-51-52-46-692 Purchased Power-Mean</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	307966	01/01/2025	653,262.16	
<b>05-51-52-46-692 Purchased Power-Mean</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	307966	01/01/2025	15.82	
<b>05-51-52-46-693 Purchased Power-Wind Gen</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WIND	307966	01/01/2025	30,718.38	
Total Transmission:				764,406.13	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b>	Electric Fund	Urban Distribution	Utility Superintenden		
RED BEARD GARAGE	VEHICLE REPAIR	11276	01/31/2025	10,310.54	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b>	Electric Fund	Urban Distribution	Utility Superintenden		
RED BEARD GARAGE	VEHICLE REPAIR	11276	01/31/2025	2,500.00	
<b>05-51-53-45-534 Safety Commodities</b>	Electric Fund	Urban Distribution	Utility Superintenden		
CARTER'S HOME HARDWARE & AP	WATER LOGOS	27809/1	02/13/2025	100.00	
<b>05-51-53-45-544 Small Tools, Equipment</b>	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	Gland Pack	929848992	02/12/2025	454.76	
<b>05-51-53-45-544 Small Tools, Equipment</b>	Electric Fund	Urban Distribution	Utility Superintenden		
FARM PLAN	TOOLS	51403672	02/18/2025	129.99	
<b>05-51-53-45-544 Small Tools, Equipment</b>	Electric Fund	Urban Distribution	Utility Superintenden		
FARM PLAN	TOOLS	51398403	01/31/2025	16.68	
<b>05-51-53-45-544 Small Tools, Equipment</b>	Electric Fund	Urban Distribution	Utility Superintenden		
CARTER'S HOME HARDWARE & AP	TOOLS	27892/1	02/21/2025	4.99	
<b>05-51-53-45-544 Small Tools, Equipment</b>	Electric Fund	Urban Distribution	Utility Superintenden		
STUART C. IRBY CO	UTILITY AUGER	S014175553.0	02/06/2025	221.49	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b>	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEH.PARTS	2723-505519	02/14/2025	48.15	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b>	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEH.PARTS	2723-505440	02/13/2025	76.84	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b>	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEH.PARTS	2723-505519	02/14/2025	21.39	
<b>05-51-53-45-561 Bldg Maintenance Material</b>	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	314287	02/21/2025	30.77	
<b>05-51-53-45-561 Bldg Maintenance Material</b>	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	314140	02/18/2025	40.84	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Urban Distribution:				13,956.44	
<b>05-51-54-53-948 Rural Rebuilds</b>	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
STUART C. IRBY CO	BURN KA30U	S014165873.0	02/10/2025	89.61	
Total Rural Line Dist and Maint:				89.61	
Total Utility Superintendent:				780,426.51	
Total Electric Fund:				780,426.51	
<b>Refuse Fund</b>					
<b>06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	OIL CHANGE-2020 FREIGHTLINER	51412	02/15/2025	728.44	
Total Refuse Collection:				728.44	
Total Public Works:				728.44	
<b>06-51-55-43-331 Professional Engineering Svcs</b>	Refuse Fund	Refuse Disposal	Public Works		
SCS AQUATERRA	PROFESSIONAL SERVICES-FROM	0527782	01/31/2025	1,475.00	
<b>06-51-55-44-444 Natural Gas</b>	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	7095 5903 91	FEBRUARY 20	02/25/2025	2,724.88	
<b>06-51-55-45-526 Other Supplies</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	TOWELS/MAT/DISPENSER	11260232	02/20/2025	13.77	
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11260232	02/20/2025	123.48	
<b>06-51-55-45-534 Safety Commodities</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	WATER LOGOS	27809/1	02/13/2025	52.34	
<b>06-51-55-45-544 Small Tools, Equipment</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	KEROSENE	51404383	02/20/2025	59.99	
<b>06-51-55-45-544 Small Tools, Equipment</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	KEROSENE HEATER& ACCESSORI	27876/1	02/20/2025	326.55	
<b>06-51-55-45-553 Refuse-Fuel</b>	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	BULK FUEL	U3325218	02/21/2025	982.73	
<b>06-51-55-45-553 Refuse-Fuel</b>	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	BULK FUEL	U3325218	02/21/2025	866.77	
<b>06-51-55-45-555 Refuse-Filters</b>	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	LOADER FILTERS	2393774	02/11/2025	325.84	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
ACCENT WIRE PRODUCTS INC	LANDFILL PINCH ROLL,SHCS W/NY	10064332	02/24/2025	1,604.51	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51403731	02/18/2025	11.09	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	FUEL NOZZLE/HOSE/BATTERY	51405634	02/24/2025	184.61	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	27822/1	02/14/2025	20.98	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	27824/1	02/14/2025	13.74	
<b>06-51-55-45-561 Bldg Maintenance Material</b>	Refuse Fund	Refuse Disposal	Public Works		
GRAINGER	BOOT BRUSHES	9392826021	01/31/2025	188.73	
Total Refuse Disposal:				8,975.01	
Total Public Works:				8,975.01	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Refuse Fund:				9,703.45	
<b>Sewer Fund</b>					
<b>07-52-58-43-379 Other Contract Operating Svcs</b>	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	6865	02/03/2025	45.00	
<b>07-52-58-44-489 NRCNTSVC-Other Mach, Equip</b>	Sewer Fund	Sewer	Public Works		
BOLEK-BILT LLC	LABOR REPAIR ALUM LID SEWER L	4033	02/12/2025	227.50	
<b>07-52-58-45-526 Other Supplies</b>	Sewer Fund	Sewer	Public Works		
IDEAL LINEN INC	TOWELS	11258816	02/11/2025	52.88	
<b>07-52-58-45-544 Small Tools, Equipment</b>	Sewer Fund	Sewer	Public Works		
FARM PLAN	HEATER/GLOVES	51401453	02/11/2025	34.98	
Total Sewer:				360.36	
Total Public Works:				360.36	
Total Sewer Fund:				360.36	
<b>Water Fund</b>					
<b>08-52-51-43-335 Other Technical Services</b>	Water Fund	Water Treatment	Public Works		
TRIANGLE ELECTRIC INC	BURNHAM DR WELL HOUSE REPAI	2025-82	02/09/2025	1,882.79	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	588083	02/11/2025	244.00	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	588083	02/11/2025	265.00	
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	6865	02/03/2025	74.90	
<b>08-52-51-45-526 Other Supplies</b>	Water Fund	Water Treatment	Public Works		
USA BLUEBOOK	MAINTENANCE KIT	INV00622827	02/13/2025	1,591.12	
<b>08-52-51-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Water Treatment	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	27854/1	02/18/2025	56.70	
<b>08-52-51-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Water Treatment	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505458	02/13/2025	30.47	
<b>08-52-51-45-561 Bldg Maintenance Material</b>	Water Fund	Water Treatment	Public Works		
BERNIES ACE HARDWARE	EXCHANGE DRAIN BOILER SIZE	313899	02/11/2025	6.00	
<b>08-52-51-45-561 Bldg Maintenance Material</b>	Water Fund	Water Treatment	Public Works		
BERNIES ACE HARDWARE	ADAPTERHOSE Y HOT/DRAIN BOIL	313897	02/11/2025	45.16	
<b>08-52-51-46-629 Other Chemicals</b>	Water Fund	Water Treatment	Public Works		
USA BLUEBOOK	GRANULAR CHLORINE 100LB DRU	INV00624881	02/17/2025	1,112.69	
Total Water Treatment:				5,296.83	
<b>08-52-52-43-383 Water Testing Services</b>	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	587319	02/11/2025	150.00	
<b>08-52-52-44-436 Mail, Delivery Services</b>	Water Fund	Distribution	Public Works		
QUADIENT FINANCE USA INC	WATER	JANUARY 202	01/31/2025	8.97	
<b>08-52-52-44-479 CNTSVC Other</b>	Water Fund	Distribution	Public Works		
K. L. WOOD & COMPANY LLC	VEHICLE ACCIDENT @ 1ST & BLAC	7000	02/10/2025	19,915.00	
<b>08-52-52-45-534 Safety Commodities</b>	Water Fund	Distribution	Public Works		
FARM PLAN	WORK BOOTS	51404736	02/21/2025	199.99	
<b>08-52-52-45-534 Safety Commodities</b>	Water Fund	Distribution	Public Works		
CARTER'S HOME HARDWARE & AP	WATER LOGOS	27809/1	02/13/2025	100.00	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
CARTER'S HOME HARDWARE & AP	PAINT BRUSHES	27875/1	02/20/2025	10.88	
Total Distribution:				20,384.84	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Public Works:				25,681.67	
Total Water Fund:				25,681.67	
<b>Golf Course</b>					
<b>21-71-75-44-444 Natural Gas</b>	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	7929 1256 65	FEBRUARY 20	02/25/2025	50.57	
<b>21-71-75-44-444 Natural Gas</b>	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	8588 2648 38	FEBRUARY 20	02/25/2025	275.07	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BRACKETS	27796/1	02/12/2025	7.49	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	PARTS	P42202	02/11/2025	15.24	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	PARTS	P42201	02/11/2025	3.11	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	PARTS	P42201	02/11/2025	76.37	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505776	02/19/2025	65.17	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505045	02/07/2025	16.77	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505041	02/07/2025	95.00	
<b>21-71-75-45-574 Misc Grounds Maintenance</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	MISC GROUNDS	51403945	02/19/2025	32.52	
<b>21-71-75-45-574 Misc Grounds Maintenance</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	MISC GROUNDS	51403945	02/19/2025	2.92	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER CHRIS CALLAN	919650666	01/30/2025	413.03	
<b>21-71-75-46-675 Irrigation Material</b>	Golf Course	Golf Course	Cultural and Leisure		
LL JOHNSON DIST CO	IRRIGATION MATERIALS	1162917-00	01/30/2025	2,076.12	
Total Golf Course:				3,129.38	
Total Cultural and Leisure Services:				3,129.38	
Total Golf Course:				3,129.38	
<b>Airport</b>					
<b>22-41-43-42-294 Conferences, Cont Education</b>	Airport	Airport Operations	Airport		
FAIRFIELD INN & SUITES - KEARNE	KEARNEY AVIATION CONFERENCE	434C40001344	02/05/2025	330.00	
<b>22-41-43-43-373 Contract Custodial Services</b>	Airport	Airport Operations	Airport		
MELISA BRASS	AIRPORT TERMINAL CLEANING	338622	02/20/2025	1,248.00	
<b>22-41-43-44-444 Natural Gas</b>	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	9862 2110 07	FEBRUARY 20	02/25/2025	50.26	
<b>22-41-43-44-444 Natural Gas</b>	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	6920 6237 05	FEBRUARY 20	02/25/2025	571.22	
<b>22-41-43-44-479 CNTSVC Other</b>	Airport	Airport Operations	Airport		
IDEAL LINEN INC	RUGS	11258813	02/11/2025	47.77	
<b>22-41-43-44-483 NRCNTSVC-Building Public Wrks</b>	Airport	Airport Operations	Airport		
BENZEL PEST CONTROL INC	GENERAL PESTS AT AIRPORT	190673	02/19/2025	125.00	
<b>22-41-43-45-526 Other Supplies</b>	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	DEGREASER	2723-506094	02/24/2025	59.98	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Airport	Airport Operations	Airport		
WESTCO	BULK FUEL PURCHASE	U3325224	02/25/2025	1,369.48	
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b>	Airport	Airport Operations	Airport		
STURDEVANT'S AUTO PARTS	LOADER HOSES	834028263	02/24/2025	406.08	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b>	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505176	02/10/2025	46.78	
Total Airport Operations:				4,254.57	
Total Airport:				4,254.57	
Total Airport:				4,254.57	
<b>Public Transit Fund</b>					
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	CODE READER-TRANSIT SHOP	6010-226366	02/06/2025	194.00	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	FILTERS	6010-226993	02/14/2025	19.52	
<b>23-72-71-45-511 Office Supplies</b>	Public Transit Fund	Transit - Administration	Public Works		
NEBRASKA TOTAL OFFICE	MONEY RECEIPT BOOK	0127692-001	02/04/2025	8.75	
<b>23-72-71-45-511 Office Supplies</b>	Public Transit Fund	Transit - Administration	Public Works		
NEBRASKA TOTAL OFFICE	REPORT COVERS	0127708-001	02/06/2025	8.95	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
FIRSTBANK CARD	RESTROOM SUPPLIES FOR TRANS	SORENSEN 1/	02/13/2025	108.87	02/19/2025
Total Transit - Administration:				340.09	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Public Transit Fund	Transit - Operations	Public Works		
IDEAL LINEN INC	TOWELS	11257875	02/04/2025	52.88	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Public Transit Fund	Transit - Operations	Public Works		
O'REILLY AUTO PARTS	OIL FILTER	6010-226366	02/06/2025	3.37	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Public Transit Fund	Transit - Operations	Public Works		
O'REILLY AUTO PARTS	FILTERS	6010-226993	02/14/2025	5.49	
Total Transit - Operations:				61.74	
Total Public Works:				401.83	
Total Public Transit Fund:				401.83	
<b>Street Fund</b>					
<b>24-41-41-44-479 CNTSVC Other</b>	Street Fund	Streets	Public Works		
K. L. WOOD & COMPANY LLC	CONCRETE CRUSHING	6998	02/06/2025	32,500.00	
<b>24-41-41-45-534 Safety Commodities</b>	Street Fund	Streets	Public Works		
FARM PLAN	UNIFORMS	51401805	02/12/2025	44.99	
<b>24-41-41-45-534 Safety Commodities</b>	Street Fund	Streets	Public Works		
FARM PLAN	UNIFORMS	51401774	02/12/2025	44.99	
<b>24-41-41-45-534 Safety Commodities</b>	Street Fund	Streets	Public Works		
FARM PLAN	UNIFORMS	51401806	02/12/2025	48.14	
<b>24-41-41-45-534 Safety Commodities</b>	Street Fund	Streets	Public Works		
CARTER'S HOME HARDWARE & AP	WATER LOGOS	27809/1	02/13/2025	52.33	
<b>24-41-41-45-543 Small Tools, Equipment</b>	Street Fund	Streets	Public Works		
FARM PLAN	TOOLS	51400366	02/07/2025	14.49	
<b>24-41-41-45-543 Small Tools, Equipment</b>	Street Fund	Streets	Public Works		
FARM PLAN	TOOLS	51402115	02/13/2025	18.99	
<b>24-41-41-45-543 Small Tools, Equipment</b>	Street Fund	Streets	Public Works		
FARM PLAN	SNOW PUSHER	51403665	02/18/2025	55.99	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505263	02/11/2025	333.86	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-505263	02/11/2025	64.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> HEARTLAND DIESEL	Street Fund SOLENOID VALVE	Streets 6218	Public Works 02/11/2025	405.47	
<b>24-41-41-45-558 Tires-Vehicle, Equipment</b> KAISER TIRE	Street Fund DUMP TRUCK #904 TIRE	Streets 16509	Public Works 02/07/2025	440.00	
<b>24-41-41-45-565 Signs</b> BARCO MUNICIPAL PRODUCTS INC	Street Fund PARKING SIGNS	Streets IN-251239	Public Works 02/06/2025	248.90	
<b>24-41-41-45-565 Signs</b> BARCO MUNICIPAL PRODUCTS INC	Street Fund PARKING SIGNS	Streets IN-251240	Public Works 02/06/2025	1,343.67	
Total Streets:				35,526.83	
Total Public Works:				35,526.83	
Total Street Fund:				35,526.83	
<b>Adminstration Internal Service</b>					
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV2637520	Personnel 02/21/2025	4,084.94	
<b>51-13-13-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Adminstration Intern PERSONNEL	Personnel JANUARY 202	Personnel 01/31/2025	73.83	
Total Personnel:				4,158.77	
Total Personnel:				4,158.77	
<b>51-17-17-44-423 Database Subscriptions</b> ENVIRONMENTAL SYSTEMS RESE	Adminstration Intern ESRI Mapping Annual Subscription	MIS 94904974	Technology 02/10/2025	5,290.00	
<b>51-17-17-44-481 NRCNTSVC-Office Mach, Equip</b> BYTES COMPUTER	Adminstration Intern SENTRY DEVICE SUBSCRIPTION	MIS CW40536	Technology 02/13/2025	1,667.90	
<b>51-17-17-59-942 Computer System</b> BYTES COMPUTER	Adminstration Intern U6 LONG RANGE-CEILING MOUNT	MIS CW40535	Technology 02/13/2025	248.72	
Total MIS:				7,206.62	
Total Technology:				7,206.62	
<b>51-21-21-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Adminstration Intern FINANCE	Accounting JANUARY 202	Finance 01/31/2025	369.84	
<b>51-21-21-44-470 Contractual Services</b> EAKES INC	Adminstration Intern CONTRACT	Accounting INV625778	Finance 02/12/2025	319.00	
<b>51-21-21-45-511 Office Supplies</b> EAKES INC	Adminstration Intern ENVELOPES	Accounting 9087750-0	Finance 02/13/2025	122.50	
Total Accounting:				811.34	
Total Finance:				811.34	
Total Adminstration Internal Service:				12,176.73	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-434 Contract Printing Expense</b> EAKES INC	Enterprise Internal S ENVELOPES	Utility Customer Service 9087789-0	Finance 02/13/2025	409.60	
<b>55-21-23-44-434 Contract Printing Expense</b> EAKES INC	Enterprise Internal S ENVELOPES	Utility Customer Service 9087876-0	Finance 02/19/2025	517.50	
<b>55-21-23-44-434 Contract Printing Expense</b> EAKES INC	Enterprise Internal S ENVELOPES	Utility Customer Service 9087811-0	Finance 02/17/2025	94.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>55-21-23-44-434 Contract Printing Expense</b> EAKES INC	Enterprise Internal S ENVELOPES	Utility Customer Service 9087856-0	Finance 02/20/2025	1,645.00	
<b>55-21-23-44-436 Mail, Delivery Services</b> POSTMASTER	Enterprise Internal S PERMIT MAILING	Utility Customer Service 757355	Finance 02/12/2025	3,000.00	
<b>55-21-23-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Enterprise Internal S UTILITIES	Utility Customer Service JANUARY 202	Finance 01/31/2025	814.53	
Total Utility Customer Service:				<u>6,481.13</u>	
<b>55-21-24-45-526 Other Supplies</b> FARM PLAN	Enterprise Internal S SNOW SCRAPER	Meter Reading 51401447	Finance 02/11/2025	6.99	
<b>55-21-24-45-526 Other Supplies</b> O'REILLY AUTO PARTS	Enterprise Internal S WIPER BLADES-FORD RANGER	Meter Reading 6010-227173	Finance 02/18/2025	9.00	
Total Meter Reading:				<u>15.99</u>	
Total Finance:				<u>6,497.12</u>	
<b>55-51-56-43-379 Other Contract Operating Svcs</b> IDEAL LINEN INC	Enterprise Internal S MOPS	Warehouse 11258829	Utility Superintendent 02/11/2025	67.95	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b> BUD'S PEST CONTROL	Enterprise Internal S PUBLIC WORKS PEST CONTROL	Warehouse 6865	Utility Superintendent 02/03/2025	120.00	
<b>55-51-56-45-511 Office Supplies</b> DOLLAR GENERAL-CHARGED SAL	Enterprise Internal S 64QT LATCHES	Warehouse 1001362403	Utility Superintendent 02/20/2025	40.00	
<b>55-51-56-45-561 Bldg Maintenance Material</b> BRUCE FURNITURE	Enterprise Internal S WASHER/DRYER	Warehouse 97200	Utility Superintendent 01/28/2025	1,493.72	
<b>55-51-56-45-563 Cleaning Supplies</b> DOLLAR GENERAL-CHARGED SAL	Enterprise Internal S CLEANING SUPPLIES	Warehouse 1001362259	Utility Superintendent 02/19/2025	59.28	
<b>55-51-56-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Enterprise Internal S MOP	Warehouse OP19199/JT	Utility Superintendent 02/07/2025	6.00	
Total Warehouse:				<u>1,774.95</u>	
Total Utility Superintendent:				<u>1,774.95</u>	
Total Enterprise Internal Service:				<u>8,272.07</u>	
Grand Totals:				<u><u>900,944.40</u></u>	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Manager: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, February 18, 2025 at 7:00 p.m. Present were Council Members McGhehey, Mashburn, Weisgerber, Liptack and Turman.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. City Treasure Cindy Baker presented the first quarter financial report for the 2024/2025 Fiscal Year. Ayes: All. Motion carried.
3. Approved Resolution No. 25-26, which accepts and awards the proposal and bid from LARM for the Property and Casualty Insurance for the City of Alliance 2024/2025 Fiscal Year beginning March 1, 2025 at a prorated rate of \$622,903. Ayes: Mashburn, Turman and McGhehey. Nay: Weisgerber and Liptack. Motion carried.
4. Approved Resolution No. 25-27, which accepts and enters an interlocal agreement with the League Association of Risk Management (LARM) under the Intergovernmental Risk Management Act and Interlocal Cooperation Act State of Nebraska. Ayes: Turman, Mashburn and McGhehey. Nay: Liptack and Weisgerber. Motion carried.
5. Approved Resolution No. 25-28, which accepts and enters into a three-year commitment with the League Association of Risk Management (LARM) providing Property & Casualty Insurance for the City of Alliance. Ayes: Mashburn, Turman and McGhehey. Nay: Weisgerber and Liptack. Motion carried.
6. Approved Resolution No. 25-29, which accepts and approves the amended interim Refuse Rate Schedule for disposal of solid waste. Ayes: All. Motion carried.
7. Passed the first reading of Ordinance No. 2997, which will accept and amend the City of Alliance Municipal Code Section 2, titled *Donations*. Ayes: All. Motion carried.
8. Appointed Brent Ferguson, to serve on the Community Redevelopment Authority for a term ending January 31, 2029. Ayes: All. Motion carried.
9. Appointed Owen Burnett and Clint Robinson, to serve on the Planning Commission for a term ending December 31, 2028. And Scott Bolinger to serve as an alternate. Ayes: All. Motion carried.

Meeting adjourned at 7:55 p.m.

(SEAL)

---

John McGhehey, 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.

RESOLUTION NO. 25-30

*WHEREAS*, The Alliance Police Department is the local law enforcement of the City of Alliance; and

*WHEREAS*, Under the Automatic License Plate Reader Privacy Act (Neb. Rev. Stat. §§ 60-3201 to 60-3209) the City of Alliance is allowed to install, operate, and maintain an automatic license plate reader system (ALPR System); and

*WHEREAS*, The City of Alliance is planning to install, operate and maintain an ALPR System on or along the State Highway 385 and 87; 3<sup>rd</sup>, 10<sup>th</sup>, 25<sup>th</sup> and Kansas Street; and Flack Avenue; and

*WHEREAS*, The ALPR System could potentially be installed on part of the State Highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State Highway located outside of the traveled way will be referred to herein as the “State Highway”; and

*WHEREAS*, The City of Alliance has requested permission from the Nebraska Department of Transportation to install, operate and maintain part or all of the City’s ALPR System on the State Highway; and

*WHEREAS*, The Nebraska Department of Transportation is willing to allow the City of Alliance to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation, or liability for the State of Nebraska, in accordance with the terms of the Act, and consistent with this Agreement; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, herby authorize the City of Alliance to enter an agreement with the Nebraska Department of Transportation.

*BE IT FURTHER RESOLVED*, the Mayor, be and herby is authorized to enter an agreement with the Nebraska Department of Transportation State/City Agreement Installation and Operation of Automated License Plate Reader on State Highway.

PASSED AND APPROVED this 4th day of March, 2025.

(SEAL)

\_\_\_\_\_  
John McGhehey, Mayor

Attest:

\_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

**State/City Agreement**  
**Installation and Operation of Automated License**  
**Plate Reader on State Highway**

This Agreement is between the State of Nebraska, Department of Transportation (State), and the City of Alliance, Nebraska (City), and the Alliance Police Department. This Agreement includes local law enforcement to confirm their understanding of the statutory and contractual obligations under this Agreement. The parties to this Agreement may be collectively referred to as the Parties.

**Preliminary Statements**

Whereas, the Police Department is the local law enforcement agency of the City, and for purposes of this Agreement, the City and its Police Department will be referred to as "City", and

Whereas, under the Automatic License Plate Reader Privacy Act (the "Act") (Neb. Rev. Stat. §§ 60-3201 to 60-3209), City is allowed to install, operate, and maintain an automatic license plate reader system ("ALPR System") so long as it is operated for the purposes allowed and as provided in the Act.

Whereas, City is currently planning to install, operate and maintain an ALPR System on or along the State Highway at or near the location specified below in this Agreement, and

Whereas, part of an ALPR System could potentially be installed on part of the State highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State highway located outside of the traveled way will be referred to herein as the "State Highway."

Whereas, City has requested permission from State to install, operate and maintain part or all of City's ALPR System on the State Highway, and

Whereas, State is willing to allow City to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation, or liability for the State, in accordance with the terms of the Act, and consistent with this Agreement, and

Whereas, the City Council authorizes its Mayor to sign this Agreement, as evidenced by the Resolution of the City Council dated the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, attached as Attachment A and made a part of this Agreement.

**NOW THEREFORE**, in consideration of these facts and the mutual consideration of the Parties, the Parties agree as follows:

**Section 1. Purpose of the Agreement.** The purpose of this Agreement is to authorize and provide the conditions for City to use and occupy the State Highway for the installation, operation, and maintenance of an ALPR System.

**Section 2. Definition of "City's ALPR System".** City's ALPR System includes but is not limited to all ALPR related equipment and materials installed by City on the highway including, but not limited to, ALPR devices, cameras, transmitters, receivers, antennas, power cables and equipment, communication

cables and equipment, attachment or connection devices, and other components, materials or equipment related to the ALPR System Project.

**Section 3. Description of the Project.** City proposes to install, operate, and maintain City's ALPR System at the locations listed on Attachment B to this Agreement, not to exceed ten (10) total proposed locations.

**Section 4. Duration of the Agreement.** This Agreement will be effective beginning on the date it is signed by both Parties and will end on December 31st of the fifth year after the date when the Agreement was effective. Upon written requests by City, and upon written approvals by State, this Agreement may be renewed for up to two additional five-year terms.

**Section 5. City's Duties.** City agrees to the following terms, conditions, and obligations for City's ALPR System project in exchange for obtaining a limited right to use and occupy the State Highway at no charge:

**5.1 Costs, obligations, and liability.** City will be solely responsible for all costs, obligations, and liability arising out of (a) City's ALPR System, and (b) City's use and occupation of the State Highway. City shall notify its insurance carrier, or its official risk management entity, of City's obligations under this Agreement and City will ensure that it meets its obligations to be fully responsible for its use and occupancy of the State Highway as provided under this Agreement.

**5.2 ALPR System Location Selection Process.** In Attachment B, City has identified proposed locations for installation of City's ALPR System. City and State will work together in good faith to attempt to identify a location or locations acceptable to State for the placement of the ALPRs.

**5.3 Compliance with the Act.** City will be solely responsible for complying with all applicable terms of the Automatic License Plate Reader Privacy Act and any other State or Federal law related to City's use or occupancy of the State Highway and the operation of the ALPR System.

**5.4 Obtain a Permit from State.** Before taking possession of the State Highway for the installation of City's ALPR System, City must apply for and obtain a permit to use or occupy the State Highway from the State's local District Office using the State's standard permitting process.

**5.5 ALPR Design, Structural Review, Environmental Review, Purchase, Installation, and Traffic Control.** City will be solely responsible for the design and installation of City's ALPR System. If City's design includes attachment of any ALPR components to any State personal property or an attachment to the real estate, City must submit to State the opinion of a licensed structural engineer that the personal property or attachment has sufficient structural strength for installation of such device and shall obtain permission from State to use each such State item of personal property or attachment. City will be responsible for any environmental review or necessary permitting required for City's ALPR System Project. City will be responsible for any traffic control related to the installation, operation, repair, and maintenance of the ALPR System, and such Traffic Control shall conform with the Manual on Uniform Traffic Control Devices and all State's typical requirements for traffic control for projects or operations of this type. State encourages City to place ALPR System attachments outside of the clear zone

designated for the respective State Highway on which it will be installed. However, placement of ALPR System attachments within the clear zone, while meeting all other requirements of this Section, is not considered negligence by City.

**5.6 Notice to State of Start of Work on the State Highway.** City shall give State's District Engineer two weeks written notice of the date City or City's representatives will first use or occupy the State Highway as a part of City's project to install City's ALPR System. City will notify State's District Engineer anytime post-installation work, other than routine inspection or simple repair, will be completed on the State Highway. City will notify State when City's installation, repair or maintenance projects are completed.

**5.7 Ownership, Inspection, Operations, Maintenance, and Data.** City will own the ALPR System and will also be solely responsible for all post installation duties related to City's ALPR System including but not limited to the inspection, operation, repair, restoration, replacement, maintenance, and control of data.

**5.8 Damage to ALPR Property.** City will be responsible for any work to repair or replace damage to the ALPR system caused by highway traffic, pedestrians, or others, including damage caused by vandalism or acts of nature. City may take collection actions against any wrongdoer who has damaged City's ALPR System. City agrees to coordinate its collections efforts with State whenever City knows that the State Highway real or personal property was also damaged by the same person or during the same incident.

**5.9 Protection of State Highway.** City agrees to protect the State Highway real or personal property from damage or destruction arising out or related in any way to City's use or occupancy of the State Highway under this Agreement. When damage or destruction of highway property occurs related to the ALPR System or City's use or occupancy of the State Highway, City shall promptly replace, repair, or restore the State Highway to its pre-existing condition, clean and neat, and safe for public use, in a manner and to a condition acceptable to State. The State Highway includes all real and personal property and includes fixtures and appurtenances, including, but not limited to, highway pavements, paved or unpaved shoulders, turf or other ground cover, vegetation including trees and bushes, curbs, curb ramps, sidewalks, retaining walls, bricks, pavers, surfacing, bridges, drainage culverts, storm sewers, traffic signs and signals, highway lighting and any other structures and attachments of any kind on the State Highway.

**5.10 Duty to Notify State.** City agrees to notify State when City becomes aware of any condition, issue or concern on the State Highway that was caused or developed in any way related to City's use or occupation of the State Highway under this Agreement.

**5.11 Interference with State's Highway Devices.** City will be responsible for assuring that the installation or use of City's ALPR System will not interfere in a significant way with the signals or operation of any State electronic devices located on or in proximity to the State Highway. City agrees to work with State in good faith to resolve any electronic interference issues related to City's ALPR System.

**5.12 Removal of City's ALPR System at end of Agreement.** City will be responsible for the removal of any part of City's ALPR System from the State Highway within one month after termination or ending of this Agreement, except State may require faster removal when justified for the safety of highway users or for highway projects. City will restore the State Highway to a clean, neat, and safe condition, essentially to the same condition as it was prior to the installation of City's ALPR System.

**5.13 State Construction or Maintenance Projects.** City agrees to promptly remove at its own cost any part of City's ALPR System found to conflict with any future State project to reconstruct, maintain, or repair the segment of highway where City's ALPR System is located. State will assist City in relocating any component that must be removed to some other location on the State Highway not in conflict with such project. City further agrees to cooperate with State and to temporarily remove City's ALPR System as needed, in good faith, for other State purposes.

**5.14 Negligence.** Each Party agrees to be responsible for that Party's own negligence or intentional acts, and for the negligence or intentional acts of any employees, contractors, representatives, or any person or entity working with or for that Party's benefit, related to City's ALPR System or the use or occupancy of the State Highway under this Agreement. Further, this Agreement is not intended to shift from City to State any duties or any responsibility, liability or costs arising out of City's ALPR System or City's use or occupation of State Highway under this Agreement.

**5.15 Liability for Improper Use of ALPR System.** City's ALPR System installation and operation is solely a City project and is not a joint enterprise with State. City agrees to be solely responsible for any claims or liability related to the alleged improper placement or use of the ALPR System or the ALPR System data. City agrees to properly protect all data collected including, but not limited to, personally identifiable information. City agrees to defend the State at City's sole cost, and pay any judgment against State, in the event a claim of any type is brought against City and/or State related to the City's installation, operation or maintenance of the ALPR System on the State Highway.

**Section 6. State's Limited Responsibility.** City and State agree as follows:

**6.1 ALPR System Project.** State will have no duty, liability, or responsibility with respect to City's ALPR System including but not limited to the design, purchase, installation, operation, repair, or maintenance of City's ALPR System.

**6.2 Proposed Locations.** State will assist City in good faith to attempt to find a location, or locations, where City's ALPR System may be installed on the State Highway. State reserves the right to deny access to the State Highway if, after a good faith attempt to find a location to install City's ALPR System, a location acceptable to State cannot be found, in State's sole discretion.

**6.3 Cooperation.** State will cooperate in good faith with City when requested concerning any issues of City related to the use or occupancy of the State Highway with City's ALPR Project. State's cooperation with City will not be found to create a duty of care on behalf of State to

anyone related to City's ALPR System or City's use or occupancy of the State Highway. It is understood that State's representatives will not have any training, expertise or obligation with respect to City's ALPR System or related to City's use or occupancy of the State Highway.

**6.4 Electricity.** NDOT will allow City to utilize, at no cost to City, already available and existing electrical service for the sole purpose of access to electrical power for City ALPR equipment. NDOT and City will not share communications. City must have a licensed electrician prepare and propose a plan to NDOT to access and utilize NDOT's branch wiring equipment, and NDOT must preapprove the plan before allowing City to access the electrical power. City shall be responsible for all costs and equipment for the installation, modification or removal of the ALPRs. City will assume all liability for the ALPR equipment and branch wiring equipment, including for maintenance and repair, for all locations where it places ALPRs. NDOT must have full access to the equipment at all times. NDOT retains the sole discretion to remove or relocate the power source if it deems it necessary.

**Section 7. Termination.** This Agreement will be terminated under the following conditions:

- 7.1 Change of Law.** The Act is changed in a way that will directly or indirectly restrict or prohibit in a significant way the use of the State Highway for the ALPR System as contemplated under this Agreement.
- 7.2 Removal or Discontinuance of Use.** City removes the ALPR System or discontinues use of the State Highway for the operation of an ALPR System for six-months or longer.
- 7.3 Failure to Follow the Terms of the Act.** Breach of the terms of this act, or failure to follow the terms of the Act, after notice from State, and a failure by City to cure the alleged breach within the time allowed in the notice of breach.
- 7.4 By Order of Court.** A court with appropriate jurisdiction finds the installation or operation of the ALPR System is contrary to Nebraska law.

**Section 8. Drug Free Workplace.** The City shall have an acceptable and current drug-free workplace policy on file with the State.

**Section 9. Fair Employment Practices.** If City performs any part of the work on this project itself, City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126.

**Section 10. Disabilities Act.** The City agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

**Section 11. Lawful Presence in USA and Work Eligibility Status Provisions.** The City agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its ALPR System project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: CITY OF XXXXX

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

I am the Chief Law Enforcement Officer of City. I understand the terms and conditions of this Agreement and hereby agree to require the Police Department to conform to the Act and to the terms and conditions set out in this Agreement.

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Date

Executed by the State this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Director

RECOMMENDED:

\_\_\_\_\_  
District Engineer

**ATTACHMENT B**

**Proposed Location:**

State Highway # 385

Side of the highway: E.

Description of the proposed locations along the State Highway where City requests City's ALPR System be installed, in order of priority, not to exceed ten (10) locations.

- 1) Hwy 385 @ 3<sup>rd</sup>
- 2) Hwy 385 @ 10<sup>th</sup> (2)
- 3) Hwy 385 @ Kansas
- 4) Hwy 385 @ 25<sup>th</sup> St
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Description of all ALPR Devices, Equipment, and Components Expected to be Installed on the

State Highway: ALPR Devices

**State/City Agreement**  
**Installation and Operation of Automated License**  
**Plate Reader on State Highway**

This Agreement is between the State of Nebraska, Department of Transportation (State), and the City of Alliounce, Nebraska (City), and the Alliounce Police Department. This Agreement includes local law enforcement to confirm their understanding of the statutory and contractual obligations under this Agreement. The parties to this Agreement may be collectively referred to as the Parties.

**Preliminary Statements**

Whereas, the Police Department is the local law enforcement agency of the City, and for purposes of this Agreement, the City and its Police Department will be referred to as "City", and

Whereas, under the Automatic License Plate Reader Privacy Act (the "Act") (Neb. Rev. Stat. §§ 60-3201 to 60-3209), City is allowed to install, operate, and maintain an automatic license plate reader system ("ALPR System") so long as it is operated for the purposes allowed and as provided in the Act.

Whereas, City is currently planning to install, operate and maintain an ALPR System on or along the State Highway at or near the location specified below in this Agreement, and

Whereas, part of an ALPR System could potentially be installed on part of the State highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State highway located outside of the traveled way will be referred to herein as the "State Highway."

Whereas, City has requested permission from State to install, operate and maintain part or all of City's ALPR System on the State Highway, and

Whereas, State is willing to allow City to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation, or liability for the State, in accordance with the terms of the Act, and consistent with this Agreement, and

Whereas, the City Council authorizes its Mayor to sign this Agreement, as evidenced by the Resolution of the City Council dated the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, attached as Attachment A and made a part of this Agreement.

**NOW THEREFORE**, in consideration of these facts and the mutual consideration of the Parties, the Parties agree as follows:

**Section 1. Purpose of the Agreement.** The purpose of this Agreement is to authorize and provide the conditions for City to use and occupy the State Highway for the installation, operation, and maintenance of an ALPR System.

**Section 2. Definition of "City's ALPR System".** City's ALPR System includes but is not limited to all ALPR related equipment and materials installed by City on the highway including, but not limited to, ALPR devices, cameras, transmitters, receivers, antennas, power cables and equipment, communication

cables and equipment, attachment or connection devices, and other components, materials or equipment related to the ALPR System Project.

**Section 3. Description of the Project.** City proposes to install, operate, and maintain City's ALPR System at the locations listed on Attachment B to this Agreement, not to exceed ten (10) total proposed locations.

**Section 4. Duration of the Agreement.** This Agreement will be effective beginning on the date it is signed by both Parties and will end on December 31st of the fifth year after the date when the Agreement was effective. Upon written requests by City, and upon written approvals by State, this Agreement may be renewed for up to two additional five-year terms.

**Section 5. City's Duties.** City agrees to the following terms, conditions, and obligations for City's ALPR System project in exchange for obtaining a limited right to use and occupy the State Highway at no charge:

**5.1 Costs, obligations, and liability.** City will be solely responsible for all costs, obligations, and liability arising out of (a) City's ALPR System, and (b) City's use and occupation of the State Highway. City shall notify its insurance carrier, or its official risk management entity, of City's obligations under this Agreement and City will ensure that it meets its obligations to be fully responsible for its use and occupancy of the State Highway as provided under this Agreement.

**5.2 ALPR System Location Selection Process.** In Attachment B, City has identified proposed locations for installation of City's ALPR System. City and State will work together in good faith to attempt to identify a location or locations acceptable to State for the placement of the ALPRs.

**5.3 Compliance with the Act.** City will be solely responsible for complying with all applicable terms of the Automatic License Plate Reader Privacy Act and any other State or Federal law related to City's use or occupancy of the State Highway and the operation of the ALPR System.

**5.4 Obtain a Permit from State.** Before taking possession of the State Highway for the installation of City's ALPR System, City must apply for and obtain a permit to use or occupy the State Highway from the State's local District Office using the State's standard permitting process.

**5.5 ALPR Design, Structural Review, Environmental Review, Purchase, Installation, and Traffic Control.** City will be solely responsible for the design and installation of City's ALPR System. If City's design includes attachment of any ALPR components to any State personal property or an attachment to the real estate, City must submit to State the opinion of a licensed structural engineer that the personal property or attachment has sufficient structural strength for installation of such device and shall obtain permission from State to use each such State item of personal property or attachment. City will be responsible for any environmental review or necessary permitting required for City's ALPR System Project. City will be responsible for any traffic control related to the installation, operation, repair, and maintenance of the ALPR System, and such Traffic Control shall conform with the Manual on Uniform Traffic Control Devices and all State's typical requirements for traffic control for projects or operations of this type. State encourages City to place ALPR System attachments outside of the clear zone

designated for the respective State Highway on which it will be installed. However, placement of ALPR System attachments within the clear zone, while meeting all other requirements of this Section, is not considered negligence by City.

**5.6 Notice to State of Start of Work on the State Highway.** City shall give State's District Engineer two weeks written notice of the date City or City's representatives will first use or occupy the State Highway as a part of City's project to install City's ALPR System. City will notify State's District Engineer anytime post-installation work, other than routine inspection or simple repair, will be completed on the State Highway. City will notify State when City's installation, repair or maintenance projects are completed.

**5.7 Ownership, Inspection, Operations, Maintenance, and Data.** City will own the ALPR System and will also be solely responsible for all post installation duties related to City's ALPR System including but not limited to the inspection, operation, repair, restoration, replacement, maintenance, and control of data.

**5.8 Damage to ALPR Property.** City will be responsible for any work to repair or replace damage to the ALPR system caused by highway traffic, pedestrians, or others, including damage caused by vandalism or acts of nature. City may take collection actions against any wrongdoer who has damaged City's ALPR System. City agrees to coordinate its collections efforts with State whenever City knows that the State Highway real or personal property was also damaged by the same person or during the same incident.

**5.9 Protection of State Highway.** City agrees to protect the State Highway real or personal property from damage or destruction arising out or related in any way to City's use or occupancy of the State Highway under this Agreement. When damage or destruction of highway property occurs related to the ALPR System or City's use or occupancy of the State Highway, City shall promptly replace, repair, or restore the State Highway to its pre-existing condition, clean and neat, and safe for public use, in a manner and to a condition acceptable to State. The State Highway includes all real and personal property and includes fixtures and appurtenances, including, but not limited to, highway pavements, paved or unpaved shoulders, turf or other ground cover, vegetation including trees and bushes, curbs, curb ramps, sidewalks, retaining walls, bricks, pavers, surfacing, bridges, drainage culverts, storm sewers, traffic signs and signals, highway lighting and any other structures and attachments of any kind on the State Highway.

**5.10 Duty to Notify State.** City agrees to notify State when City becomes aware of any condition, issue or concern on the State Highway that was caused or developed in any way related to City's use or occupation of the State Highway under this Agreement.

**5.11 Interference with State's Highway Devices.** City will be responsible for assuring that the installation or use of City's ALPR System will not interfere in a significant way with the signals or operation of any State electronic devices located on or in proximity to the State Highway. City agrees to work with State in good faith to resolve any electronic interference issues related to City's ALPR System.

**5.12 Removal of City's ALPR System at end of Agreement.** City will be responsible for the removal of any part of City's ALPR System from the State Highway within one month after termination or ending of this Agreement, except State may require faster removal when justified for the safety of highway users or for highway projects. City will restore the State Highway to a clean, neat, and safe condition, essentially to the same condition as it was prior to the installation of City's ALPR System.

**5.13 State Construction or Maintenance Projects.** City agrees to promptly remove at its own cost any part of City's ALPR System found to conflict with any future State project to reconstruct, maintain, or repair the segment of highway where City's ALPR System is located. State will assist City in relocating any component that must be removed to some other location on the State Highway not in conflict with such project. City further agrees to cooperate with State and to temporarily remove City's ALPR System as needed, in good faith, for other State purposes.

**5.14 Negligence.** Each Party agrees to be responsible for that Party's own negligence or intentional acts, and for the negligence or intentional acts of any employees, contractors, representatives, or any person or entity working with or for that Party's benefit, related to City's ALPR System or the use or occupancy of the State Highway under this Agreement. Further, this Agreement is not intended to shift from City to State any duties or any responsibility, liability or costs arising out of City's ALPR System or City's use or occupation of State Highway under this Agreement.

**5.15 Liability for Improper Use of ALPR System.** City's ALPR System installation and operation is solely a City project and is not a joint enterprise with State. City agrees to be solely responsible for any claims or liability related to the alleged improper placement or use of the ALPR System or the ALPR System data. City agrees to properly protect all data collected including, but not limited to, personally identifiable information. City agrees to defend the State at City's sole cost, and pay any judgment against State, in the event a claim of any type is brought against City and/or State related to the City's installation, operation or maintenance of the ALPR System on the State Highway.

**Section 6. State's Limited Responsibility.** City and State agree as follows:

**6.1 ALPR System Project.** State will have no duty, liability, or responsibility with respect to City's ALPR System including but not limited to the design, purchase, installation, operation, repair, or maintenance of City's ALPR System.

**6.2 Proposed Locations.** State will assist City in good faith to attempt to find a location, or locations, where City's ALPR System may be installed on the State Highway. State reserves the right to deny access to the State Highway if, after a good faith attempt to find a location to install City's ALPR System, a location acceptable to State cannot be found, in State's sole discretion.

**6.3 Cooperation.** State will cooperate in good faith with City when requested concerning any issues of City related to the use or occupancy of the State Highway with City's ALPR Project. State's cooperation with City will not be found to create a duty of care on behalf of State to

anyone related to City's ALPR System or City's use or occupancy of the State Highway. It is understood that State's representatives will not have any training, expertise or obligation with respect to City's ALPR System or related to City's use or occupancy of the State Highway.

6.4 Electricity. NDOT will allow City to utilize, at no cost to City, already available and existing electrical service for the sole purpose of access to electrical power for City ALPR equipment. NDOT and City will not share communications. City must have a licensed electrician prepare and propose a plan to NDOT to access and utilize NDOT's branch wiring equipment, and NDOT must preapprove the plan before allowing City to access the electrical power. City shall be responsible for all costs and equipment for the installation, modification or removal of the ALPRs. City will assume all liability for the ALPR equipment and branch wiring equipment, including for maintenance and repair, for all locations where it places ALPRs. NDOT must have full access to the equipment at all times. NDOT retains the sole discretion to remove or relocate the power source if it deems it necessary.

**Section 7. Termination.** This Agreement will be terminated under the following conditions:

- 7.1 Change of Law.** The Act is changed in a way that will directly or indirectly restrict or prohibit in a significant way the use of the State Highway for the ALPR System as contemplated under this Agreement.
- 7.2 Removal or Discontinuance of Use.** City removes the ALPR System or discontinues use of the State Highway for the operation of an ALPR System for six-months or longer.
- 7.3 Failure to Follow the Terms of the Act.** Breach of the terms of this act, or failure to follow the terms of the Act, after notice from State, and a failure by City to cure the alleged breach within the time allowed in the notice of breach.
- 7.4 By Order of Court.** A court with appropriate jurisdiction finds the installation or operation of the ALPR System is contrary to Nebraska law.

**Section 8. Drug Free Workplace.** The City shall have an acceptable and current drug-free workplace policy on file with the State.

**Section 9. Fair Employment Practices.** If City performs any part of the work on this project itself, City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126.

**Section 10. Disabilities Act.** The City agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

**Section 11. Lawful Presence in USA and Work Eligibility Status Provisions.** The City agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its ALPR System project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: CITY OF XXXXX

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor

I am the Chief Law Enforcement Officer of City. I understand the terms and conditions of this Agreement and hereby agree to require the Police Department to conform to the Act and to the terms and conditions set out in this Agreement.

\_\_\_\_\_

Police Chief

\_\_\_\_\_

Date

Executed by the State this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Director

RECOMMENDED:

\_\_\_\_\_

District Engineer

**ATTACHMENT B**

**Proposed Location:**

State Highway # 87

Side of the highway: W.

Description of the proposed locations along the State Highway where City requests City's ALPR System be installed, in order of priority, not to exceed ten (10) locations.

- 1)  Hwy 87 @ Flack St
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Description of all ALPR Devices, Equipment, and Components Expected to be Installed on the

State Highway: ALPR Devices

**State/City Agreement**  
**Installation and Operation of Automated License**  
**Plate Reader on State Highway**

This Agreement is between the State of Nebraska, Department of Transportation (State), and the City of Alliance, Nebraska (City), and the Alliance Police Department. This Agreement includes local law enforcement to confirm their understanding of the statutory and contractual obligations under this Agreement. The parties to this Agreement may be collectively referred to as the Parties.

**Preliminary Statements**

Whereas, the Police Department is the local law enforcement agency of the City, and for purposes of this Agreement, the City and its Police Department will be referred to as "City", and

Whereas, under the Automatic License Plate Reader Privacy Act (the "Act") (Neb. Rev. Stat. §§ 60-3201 to 60-3209), City is allowed to install, operate, and maintain an automatic license plate reader system ("ALPR System") so long as it is operated for the purposes allowed and as provided in the Act.

Whereas, City is currently planning to install, operate and maintain an ALPR System on or along the State Highway at or near the location specified below in this Agreement, and

Whereas, part of an ALPR System could potentially be installed on part of the State highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State highway located outside of the traveled way will be referred to herein as the "State Highway."

Whereas, City has requested permission from State to install, operate and maintain part or all of City's ALPR System on the State Highway, and

Whereas, State is willing to allow City to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation, or liability for the State, in accordance with the terms of the Act, and consistent with this Agreement, and

Whereas, the City Council authorizes its Mayor to sign this Agreement, as evidenced by the Resolution of the City Council dated the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, attached as Attachment A and made a part of this Agreement.

**NOW THEREFORE**, in consideration of these facts and the mutual consideration of the Parties, the Parties agree as follows:

**Section 1. Purpose of the Agreement.** The purpose of this Agreement is to authorize and provide the conditions for City to use and occupy the State Highway for the installation, operation, and maintenance of an ALPR System.

**Section 2. Definition of "City's ALPR System".** City's ALPR System includes but is not limited to all ALPR related equipment and materials installed by City on the highway including, but not limited to, ALPR devices, cameras, transmitters, receivers, antennas, power cables and equipment, communication

cables and equipment, attachment or connection devices, and other components, materials or equipment related to the ALPR System Project.

**Section 3. Description of the Project.** City proposes to install, operate, and maintain City's ALPR System at the locations listed on Attachment B to this Agreement, not to exceed ten (10) total proposed locations.

**Section 4. Duration of the Agreement.** This Agreement will be effective beginning on the date it is signed by both Parties and will end on December 31st of the fifth year after the date when the Agreement was effective. Upon written requests by City, and upon written approvals by State, this Agreement may be renewed for up to two additional five-year terms.

**Section 5. City's Duties.** City agrees to the following terms, conditions, and obligations for City's ALPR System project in exchange for obtaining a limited right to use and occupy the State Highway at no charge:

**5.1 Costs, obligations, and liability.** City will be solely responsible for all costs, obligations, and liability arising out of (a) City's ALPR System, and (b) City's use and occupation of the State Highway. City shall notify its insurance carrier, or its official risk management entity, of City's obligations under this Agreement and City will ensure that it meets its obligations to be fully responsible for its use and occupancy of the State Highway as provided under this Agreement.

**5.2 ALPR System Location Selection Process.** In Attachment B, City has identified proposed locations for installation of City's ALPR System. City and State will work together in good faith to attempt to identify a location or locations acceptable to State for the placement of the ALPRs.

**5.3 Compliance with the Act.** City will be solely responsible for complying with all applicable terms of the Automatic License Plate Reader Privacy Act and any other State or Federal law related to City's use or occupancy of the State Highway and the operation of the ALPR System.

**5.4 Obtain a Permit from State.** Before taking possession of the State Highway for the installation of City's ALPR System, City must apply for and obtain a permit to use or occupy the State Highway from the State's local District Office using the State's standard permitting process.

**5.5 ALPR Design, Structural Review, Environmental Review, Purchase, Installation, and Traffic Control.** City will be solely responsible for the design and installation of City's ALPR System. If City's design includes attachment of any ALPR components to any State personal property or an attachment to the real estate, City must submit to State the opinion of a licensed structural engineer that the personal property or attachment has sufficient structural strength for installation of such device and shall obtain permission from State to use each such State item of personal property or attachment. City will be responsible for any environmental review or necessary permitting required for City's ALPR System Project. City will be responsible for any traffic control related to the installation, operation, repair, and maintenance of the ALPR System, and such Traffic Control shall conform with the Manual on Uniform Traffic Control Devices and all State's typical requirements for traffic control for projects or operations of this type. State encourages City to place ALPR System attachments outside of the clear zone

designated for the respective State Highway on which it will be installed. However, placement of ALPR System attachments within the clear zone, while meeting all other requirements of this Section, is not considered negligence by City.

**5.6 Notice to State of Start of Work on the State Highway.** City shall give State's District Engineer two weeks written notice of the date City or City's representatives will first use or occupy the State Highway as a part of City's project to install City's ALPR System. City will notify State's District Engineer anytime post-installation work, other than routine inspection or simple repair, will be completed on the State Highway. City will notify State when City's installation, repair or maintenance projects are completed.

**5.7 Ownership, Inspection, Operations, Maintenance, and Data.** City will own the ALPR System and will also be solely responsible for all post installation duties related to City's ALPR System including but not limited to the inspection, operation, repair, restoration, replacement, maintenance, and control of data.

**5.8 Damage to ALPR Property.** City will be responsible for any work to repair or replace damage to the ALPR system caused by highway traffic, pedestrians, or others, including damage caused by vandalism or acts of nature. City may take collection actions against any wrongdoer who has damaged City's ALPR System. City agrees to coordinate its collections efforts with State whenever City knows that the State Highway real or personal property was also damaged by the same person or during the same incident.

**5.9 Protection of State Highway.** City agrees to protect the State Highway real or personal property from damage or destruction arising out or related in any way to City's use or occupancy of the State Highway under this Agreement. When damage or destruction of highway property occurs related to the ALPR System or City's use or occupancy of the State Highway, City shall promptly replace, repair, or restore the State Highway to its pre-existing condition, clean and neat, and safe for public use, in a manner and to a condition acceptable to State. The State Highway includes all real and personal property and includes fixtures and appurtenances, including, but not limited to, highway pavements, paved or unpaved shoulders, turf or other ground cover, vegetation including trees and bushes, curbs, curb ramps, sidewalks, retaining walls, bricks, pavers, surfacing, bridges, drainage culverts, storm sewers, traffic signs and signals, highway lighting and any other structures and attachments of any kind on the State Highway.

**5.10 Duty to Notify State.** City agrees to notify State when City becomes aware of any condition, issue or concern on the State Highway that was caused or developed in any way related to City's use or occupation of the State Highway under this Agreement.

**5.11 Interference with State's Highway Devices.** City will be responsible for assuring that the installation or use of City's ALPR System will not interfere in a significant way with the signals or operation of any State electronic devices located on or in proximity to the State Highway. City agrees to work with State in good faith to resolve any electronic interference issues related to City's ALPR System.

**5.12 Removal of City's ALPR System at end of Agreement.** City will be responsible for the removal of any part of City's ALPR System from the State Highway within one month after termination or ending of this Agreement, except State may require faster removal when justified for the safety of highway users or for highway projects. City will restore the State Highway to a clean, neat, and safe condition, essentially to the same condition as it was prior to the installation of City's ALPR System.

**5.13 State Construction or Maintenance Projects.** City agrees to promptly remove at its own cost any part of City's ALPR System found to conflict with any future State project to reconstruct, maintain, or repair the segment of highway where City's ALPR System is located. State will assist City in relocating any component that must be removed to some other location on the State Highway not in conflict with such project. City further agrees to cooperate with State and to temporarily remove City's ALPR System as needed, in good faith, for other State purposes.

**5.14 Negligence.** Each Party agrees to be responsible for that Party's own negligence or intentional acts, and for the negligence or intentional acts of any employees, contractors, representatives, or any person or entity working with or for that Party's benefit, related to City's ALPR System or the use or occupancy of the State Highway under this Agreement. Further, this Agreement is not intended to shift from City to State any duties or any responsibility, liability or costs arising out of City's ALPR System or City's use or occupation of State Highway under this Agreement.

**5.15 Liability for Improper Use of ALPR System.** City's ALPR System installation and operation is solely a City project and is not a joint enterprise with State. City agrees to be solely responsible for any claims or liability related to the alleged improper placement or use of the ALPR System or the ALPR System data. City agrees to properly protect all data collected including, but not limited to, personally identifiable information. City agrees to defend the State at City's sole cost, and pay any judgment against State, in the event a claim of any type is brought against City and/or State related to the City's installation, operation or maintenance of the ALPR System on the State Highway.

**Section 6. State's Limited Responsibility.** City and State agree as follows:

**6.1 ALPR System Project.** State will have no duty, liability, or responsibility with respect to City's ALPR System including but not limited to the design, purchase, installation, operation, repair, or maintenance of City's ALPR System.

**6.2 Proposed Locations.** State will assist City in good faith to attempt to find a location, or locations, where City's ALPR System may be installed on the State Highway. State reserves the right to deny access to the State Highway if, after a good faith attempt to find a location to install City's ALPR System, a location acceptable to State cannot be found, in State's sole discretion.

**6.3 Cooperation.** State will cooperate in good faith with City when requested concerning any issues of City related to the use or occupancy of the State Highway with City's ALPR Project. State's cooperation with City will not be found to create a duty of care on behalf of State to

anyone related to City's ALPR System or City's use or occupancy of the State Highway. It is understood that State's representatives will not have any training, expertise or obligation with respect to City's ALPR System or related to City's use or occupancy of the State Highway.

**6.4 Electricity.** NDOT will allow City to utilize, at no cost to City, already available and existing electrical service for the sole purpose of access to electrical power for City ALPR equipment. NDOT and City will not share communications. City must have a licensed electrician prepare and propose a plan to NDOT to access and utilize NDOT's branch wiring equipment, and NDOT must preapprove the plan before allowing City to access the electrical power. City shall be responsible for all costs and equipment for the installation, modification or removal of the ALPRs. City will assume all liability for the ALPR equipment and branch wiring equipment, including for maintenance and repair, for all locations where it places ALPRs. NDOT must have full access to the equipment at all times. NDOT retains the sole discretion to remove or relocate the power source if it deems it necessary.

**Section 7. Termination.** This Agreement will be terminated under the following conditions:

- 7.1 Change of Law.** The Act is changed in a way that will directly or indirectly restrict or prohibit in a significant way the use of the State Highway for the ALPR System as contemplated under this Agreement.
- 7.2 Removal or Discontinuance of Use.** City removes the ALPR System or discontinues use of the State Highway for the operation of an ALPR System for six-months or longer.
- 7.3 Failure to Follow the Terms of the Act.** Breach of the terms of this act, or failure to follow the terms of the Act, after notice from State, and a failure by City to cure the alleged breach within the time allowed in the notice of breach.
- 7.4 By Order of Court.** A court with appropriate jurisdiction finds the installation or operation of the ALPR System is contrary to Nebraska law.

**Section 8. Drug Free Workplace.** The City shall have an acceptable and current drug-free workplace policy on file with the State.

**Section 9. Fair Employment Practices.** If City performs any part of the work on this project itself, City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126.

**Section 10. Disabilities Act.** The City agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

**Section 11. Lawful Presence in USA and Work Eligibility Status Provisions.** The City agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its ALPR System project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF XXXXX

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Mayor

I am the Chief Law Enforcement Officer of City. I understand the terms and conditions of this Agreement and hereby agree to require the Police Department to conform to the Act and to the terms and conditions set out in this Agreement.

\_\_\_\_\_

\_\_\_\_\_

Police Chief

Date

Executed by the State this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Director

RECOMMENDED:

\_\_\_\_\_

District Engineer

**ATTACHMENT B**

**Proposed Location:**

State Highway # 2

Side of the highway: S.

Description of the proposed locations along the State Highway where City requests City's ALPR System be installed, in order of priority, not to exceed ten (10) locations.

- 1) 3<sup>rd</sup> St @ Plack Ave
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Description of all ALPR Devices, Equipment, and Components Expected to be Installed on the

State Highway: ALPR Devices

# Narrative

## March 4, 2025



### **RESOLUTION – AIRPORT DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The Alliance Municipal Airport has included on its capital improvement program through the Federal Aviation Administration (FAA) a number of projects with the Department of Transportation (DOT) funding assistance. Construction projects with over \$250,000 of DOT assistance require that a Disadvantaged Business Enterprise Program be adopted. The City of Alliance has adopted a program and the FAA requires the DBE programs to include goals for three fiscal years. Therefore, our current program has been updated to meet this requirement.

The City of Alliance does not have a dedicated civil rights department so the City uses staff from the Nebraska Department of Transportation (NDOT) Aeronautics division and the NDOT Civil Rights Office for guidance on matters concerning the DBE program to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of Alliance's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee. (No defined committee due to our small organization size)
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars. (Relies of NDOT resources)
13. Acts as liaison to the Uniform Certification Process. (Designate the NDOT Highway Civil Rights Office as the sole certifying agency of the Nebraska Unified Certification Program)
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the agency's updated directory on certified DBEs. (Sponsor uses the Nebraska Unified Certification Program directory that they maintain)

On U.S. DOT assisted contracts, the goal is to expend 2.73% of the Federal financial assistance on DBE's. The following is a summary of the method used to calculate the new overall DBE three-year goal of 2.73%:

We consulted with the NDOT-Aeronautics division to establish the geographical area from which we could reasonably expect ready, willing, and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we searched the US Census Bureau's database to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the

# Narrative

## March 4, 2025



project. We reviewed the NDOT database to identify the number of certified DBEs in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of Alliance** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5**: "Step 1: Goal Setting Process for details" of the plan.

Step 2: The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts.

This program is to ensure that DBEs have an equal opportunity to receive and participate in U.S. DOT assisted contracts.

**RECOMMENDATION: APPROVE THE RESOLUTION TO ADOPT THE PROGRAM AND AUTHORIZE THE MAYOR TO SIGN THE POLICY STATEMENT OF THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.**

RESOLUTION NO. 25-31

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

*WHEREAS*, The United States Department of Transportation, Federal Aviation Administration, requires that the City of Alliance adopt a Disadvantaged Business Enterprise Program before the City can receive federal funds; and

*WHEREAS*, The City of Alliance has plans to utilize United States Department of Transportation assisted contracts at the Alliance Municipal Airport; and

*WHEREAS*, A proposed Disadvantaged Business Enterprise Program has been provided to the City of Alliance for its review and adoption; and

*WHEREAS*, The Council believes it is in the best interest of the City of Alliance to adopt the proposed Disadvantaged Business Enterprise Program as included in the Council packets.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Disadvantaged Business Enterprise Program is hereby adopted as the official program of the City of Alliance.

*BE IT FURTHER RESOLVED* that the Mayor is authorized to sign the Disadvantaged Business Enterprise Program for and on behalf of the City of Alliance.

PASSED AND APPROVED this 4<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
John McGhehey, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

**Alliance Municipal Airport  
Alliance, Nebraska**

**POLICY STATEMENT**

**Section 26.1, 26.23 Objectives/Policy Statement**

The **City of Alliance**, Nebraska, Sponsor of Alliance Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (U.S. DOT), 49 CFR Part 26. The **City of Alliance** has received Federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, the **City of Alliance** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **City of Alliance** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in U.S. DOT–assisted contracts. It is also the **City of Alliance's** policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

**Lynn Placek, Airport Director, Alliance Municipal Airport**, has been delegated as the DBE Liaison Officer. In that capacity, **Lynn Placek, Airport Director** is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **City of Alliance** in its financial assistance agreements with the Department of Transportation.

The **City of Alliance** has disseminated this policy statement to the **City of Alliance's governing officials** and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on **City of Alliance** U.S. DOT-assisted contracts. The distribution was accomplished by **inclusion in bid specifications**.

Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are elaborated in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

The **City of Alliance** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### **Section 26.5 Definitions**

The **City of Alliance** will use terms in this program that have their meanings defined in Part 26, §26.5.

### **Section 26.7 Non-discrimination Requirements**

The **City of Alliance** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **City of Alliance** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Data Collection and Record Keeping Requirements**

#### **Reporting to NDOT**

The **City of Alliance** will provide data about its DBE Program to the Department as directed by U.S. DOT operating administrations.

DBE participation will be reported to Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) as follows:

The **City of Alliance** will transmit to **NDOT-A** annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The **City of Alliance** will similarly report the required information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

## Bidders List

The **Nebraska Department of Transportation – Division of Aeronautics (NDOT-A)**, acting as agent for the **City of Alliance**, will collect bidders list information as described in § 26.11(c)(2) using forms included in **Attachment 3** and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The **City of Alliance** will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm’s status as a DBE or non-DBE
- Race and gender information for the firm’s majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc) rather than requesting an exact figure from the firm.

The **City of Alliance** will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

The **City of Alliance** will enter this data in the Department’s designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a “design-build” contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the **City of Alliance** will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The **Nebraska Department of Transportation** for the **Nebraska** Unified Certification Program (UCP) established pursuant to § 26.81 must report to DOT’s Departmental Office of Civil Rights each year, the following information:

- The number and percentage of in-state and out-of-state DBE certifications by gender and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);
- The number of DBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible
- The number of decertified firms:
  - Total in-state and out-of-state firms decertified

- Names of in-state and out-of-state firms decertified because Socially and Economically Disadvantaged Owner (SEDO) exceeded the personal net worth cap
- Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
- The number of in-state and out-of-state firms summarily suspended
- The number of in-state and out-of-state applications received for an individualized determination of social and economic disadvantaged status
- The number of in-state and out-of-state firms certified whose owner(s) made an individualized showing of social and economic disadvantaged status

### **Section 26.13 Assurances Recipients and Contractors Must Make**

The **City of Alliance** has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the **City of Alliance** signs with a NDOT operating administration (or a primary recipient) will include the following assurance:

The **City of Alliance** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of Alliance** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **City of Alliance's** DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **City of Alliance** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The **City of Alliance** will ensure that the following clause is included in each U.S. DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

- 4) Disqualifying the contractor from future bidding as non-responsible.

## ADMINISTRATIVE REQUIREMENTS

### **Section 26.21 DBE Program Updates**

The City of Alliance is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The City of Alliance is not eligible to receive U.S. DOT financial assistance unless U.S. DOT has approved this DBE program and the City of Alliance is in compliance with it and Part 26. The City of Alliance will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. The City of Alliance does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for U.S. DOT approval.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the **City of Alliance**:

Name: Lynn Placek, Airport Director  
Address: P.O. Box D  
City: Alliance, Nebraska 69301-0770  
Telephone: 308-762-4512  
Email: lplacek@cityofalliance.net

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **City of Alliance** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **City Manager of the City of Alliance** concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. However, the **City of Alliance** does not have a dedicated civil rights department. The **City of Alliance** uses staff from NDOT-A and the **Nebraska Department of Transportation (NDOT)** Civil Rights Office for guidance on matters concerning the DBE program and to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.

2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of Alliance's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
- ~~9. Chairs the DBE Advisory Committee.~~
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- ~~12. Plans and participates in DBE training seminars.~~
- ~~13. Acts as liaison to the Uniform Certification Process.~~
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
- ~~15. Maintains the agency's updated directory on certified DBEs.~~

## **NOTES\***

**Item 9:** Given the very small size of the Sponsor organization, there is no defined DBE Advisory Committee. The DBELO does, however, advise the entire organization on DBE matters and achievements, per Item 8.

**Item 12:** Given the very small size of the Sponsor organization, the organization does not have the resources to plan and participate in DBE training seminars. For this duty or responsibility, the organization relies on the resources of the NDOT and their Civil Rights Office to provide appropriate training opportunities.

**Item 13:** Per Section 26.31 below, the Sponsor is a non-certifying member of the Nebraska Unified Certification Program (UCP). As a non-certifying, or Signatory, member, the Sponsor agrees to designate the NDOT Highway Civil Rights Office (HCRO) as the sole certifying agency of the NUCP.

**Item 15:** Per Sections 26.31, the **City of Alliance** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. This is the directory used by the Sponsor.

## Section 26.27 DBE Financial Institutions

It is the policy of the **City of Alliance** to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are seven (7) banks in Alliance as of June 13, 2024: First Interstate Bank, Sandhills State Bank, Nebraska Bank, BMO Bank National Association, Platte Valley Bank, Wells Fargo Bank- National Association, and First National Bank of Omaha. Following the process used by the Nebraska Department of Transportation, the **City of Alliance** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 7 institutions noted above, using the following reports\lists:

- Federal Deposit Insurance Corporation Report to Congress for 2022, “Preservation and Promotion of Minority Depository Institutions”  
( <https://www.fdic.gov/regulations/resources/minority/congress/index.html> )
- Federal Deposit Insurance Corporation Minority Depository Institutions List  
( <https://www.fdic.gov/regulations/resources/minority/mdi.html> )
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator ( <https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e> )
- Office of the Comptroller of the Currency Minority and Women-Owned Depository List ( <https://www.occ.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people> )

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency’s Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or any other socially or economically disadvantaged financial institutions. None of the 7 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of Alliance** is required to “thoroughly investigate ... financial institutions ... in your community.” Alliance is a city with a population of less than 8,500. It is located in an area with no suburbs. The **City of Alliance** constitutes the **City of Alliance’s** community. The **City of Alliance** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of Alliance’s** community under 26.27 and the **City of Alliance’s** market area under 26.45 are not the same areas. Due to the area’s low population density, contractors typically travel hundreds of miles to participate on U.S. DOT-assisted contracts. Therefore, the **City of Alliance’s**

market area that was used to establish their overall DBE goal is discussed in **Attachment 5**. It would be impractical, infeasible, and unreasonable for the **City of Alliance** to use a financial institution outside of their community.

## **Section 26.29 Prompt Payment Mechanisms**

The **City of Alliance** requires that all subcontractors performing work on U.S. DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR §26.29, the **City of Alliance** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the **City of Alliance**.

The **City of Alliance** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within no later than 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the **City of Alliance** has selected the following method to comply with this requirement:

(1) The City of Alliance will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the City of Alliance's payment to the prime contractor.

To implement this measure, the **City of Alliance** includes the following clause from FAA Advisory Circular 150/5370-10 in each U.S. DOT-assisted prime construction contract:

- (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the **City of Alliance**. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **City of Alliance**. This clause applies to both DBE and non-DBE subcontractors.
- (b) In the event of noncompliance with this provision, the **City of Alliance** may impose appropriate penalties in accordance with terms and conditions of this contract.
- (c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

### **Section 26.31 Directory of Certified Firms**

The **City of Alliance** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. The directory is available from:

Minority Business Coordinator  
Nebraska Department of Transportation  
P.O. Box 94759  
Lincoln, NE 68509  
402-479-3728  
<https://dot.nebraska.gov/business-center/civil-rights/>

The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

### **Section 26.33 Over-concentration**

The **City of Alliance** has not identified that over-concentration exists the types of work that DBEs perform and has not implemented a Business Development Program

### **Section 26.35 Business Development and Mentor-Protégé Programs**

The **City of Alliance** has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26..

### **Section 26.37 Monitoring Responsibilities**

The **City of Alliance** implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the **City of Alliance's** DBE program.

The **City of Alliance** actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

#### Monitoring Payments to DBEs and Non-DBEs

The **City of Alliance** undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.

- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The **City of Alliance** requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the **City of Alliance's** financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the **City of Alliance** or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of Alliance** proactively reviews contract payments every quarter to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the **City of Alliance** by the prime contractor.

#### Prompt Payment Dispute Resolution

The **City of Alliance** will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of Alliance, Engineering Consultant, the project prime contractor and the DBE subcontractor**. Attendees for the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

The **City of Alliance** has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- (1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:
  - (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.
  - (b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.
  - (c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.

- (d) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

### Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the **City of Alliance** to resolve prompt payment disputes, affected subcontractor may contact the responsible NDOT-A contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

### Enforcement Actions for Noncompliance of Participants

The **City of Alliance** will provide appropriate means to enforce the requirements of §26.29. These means include:

In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the **City of Alliance** has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.

- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

The **City of Alliance** will actively implement the enforcement actions detailed above.

### Monitoring Contracts and Work Sites

The **City of Alliance** reviews contracting records and has engaged with a professional consultant to assist in actively monitoring work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the professional consultant. Contracting records are maintained by the professional consultant and reviewed by Lyn Placek, Airport Director. The **City of Alliance** will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

### **Section 26.39 Fostering small business participation**

The **City of Alliance** has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the City of Alliance to be considered by U.S. DOT as implementing this DBE program in good faith.**

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43 Set-asides or Quotas**

The **City of Alliance** does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

The City of Alliance will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding U.S. DOT -funded prime contracts the cumulative total value of which exceeds \$250,000 in U.S. DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of Alliance will submit its Overall Three-year DBE Goal to the FAA by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by and posted to the website of NDOT.

**NDOT:**

<https://dot.nebraska.gov/business-center/civil-rights/>

**FAA:**

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/media/Schedule\\_of\\_DBE\\_and\\_ACDDBE\\_Reporting\\_Requirements\\_Dec\\_2017\\_Issue.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDDBE_Reporting_Requirements_Dec_2017_Issue.pdf)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the **City of Alliance** does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the **City of Alliance** will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Method: The following is a summary of the method we used to calculate this goal:

We consulted with NDOT-A to establish the geographical area from which we could reasonably expect ready, willing, and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the NDOT data base to identify the number of certified DBE's in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of Alliance** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45 as a method to determine the base figure. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5:** "Step 1: Goal Setting Process for details". The **City of Alliance** understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2: The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts. The **City of Alliance** will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, NDOT-A is not aware of past discrimination and has not identified any barriers in our local market area research to adjust their base figure for over utilization or under-utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the **City of Alliance's** market.

Process: Before establishing the overall goal each year, the **City of Alliance** will consult with NDOT-A to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Alliance's** efforts to establish a level playing field for the participation of DBEs. The **City of Alliance** may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Alliance's** efforts to establish a level playing field for the participation of DBEs.

Following this consultation, NDOT-A, as agent for the **City of Alliance**, will post the airport DBE program and its overall goal on the NDOT website and notify agencies and organizations, indicating that the **City of Alliance** is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport's program and its overall goal online and the list of agencies and organizations selected are available in **Attachment 5**, under Public Participation. Each notice will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal setting.

In establishing the overall goal, the **City of Alliance** will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the **City of Alliance** to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the **City of Alliance** is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the **City of Alliance** engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the **City of Alliance** will publish a notice announcing the proposed overall goal before submission to the FAA. The notice will be published in the local newspaper, posted on NDOT's official internet web site, and may be directly mailed to other local interested agencies. The list of potential agencies interested can be found in **Attachment 5**, under "Public Participation". If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the **City of Alliance Offices, 324 Laramie Avenue, Alliance, Nebraska 69301**. The link to the proposed goal is found below:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

This notice will provide that the **City of Alliance** will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to FAA will include a summary of information and comments received, if any, during this public participation process and the **City of Alliance's** responses.

The **City of Alliance** will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a U.S. DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from U.S. DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

The **City of Alliance** will begin using the overall goal on October 1 of the relevant period, unless other instructions from U.S. DOT have been received.

### Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

### Prior Operating Administration Concurrence

The **City of Alliance** understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the **City of Alliance** for calculating goals is inadequate, FAA may, after consulting with the **City of Alliance**, adjust the overall goal or require that the goal be adjusted by the **City of Alliance**. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

### **Section 26.47 Failure to meet overall goals**

The City of Alliance cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of Alliance fails to administer its DBE program in good faith.

The City of Alliance understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The **City of Alliance** understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
- (3) The **City of Alliance** will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

### **Section 26.49 How are overall goals established for transit vehicle manufacturers?**

The **City of Alliance** will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

- (1) The **City of Alliance** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) The **City of Alliance** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

- (4) **The City of Alliance** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

## **Section 26.51 Means Recipients Use to Meet Overall Goals**

### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The **City of Alliance** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
- (3) Providing technical assistance and other services.
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

The **City of Alliance** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

### Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those U.S. DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a U.S. DOT-assisted contract.

## **Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals**

### Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The **City of Alliance** will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for U.S. DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - a. The names and addresses of DBE firms that will participate in the contract.

- b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
  - c. The dollar amount of the participation of each DBE firm participating.
  - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
  - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the **City of Alliance**. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor the **City of Alliance** will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the **City of Alliance** will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the **City of Alliance** solicits proposals to design and build a project with minimal project details at time of letting, the **City of Alliance** may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract

is awarded, the **City of Alliance** will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The **City of Alliance** and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The **City of Alliance** will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the **City of Alliance** will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

#### Administrative Reconsideration of Good Faith Efforts determinations

Within three days of being informed by the **City of Alliance** that it is **not responsive** because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

John L. Selzer, Attorney  
1502 2<sup>nd</sup> Avenue, Suite 1  
Scottsbluff, Nebraska 69361  
jlselzer@simmonsolsen.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met, or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Good Faith Efforts procedural requirements (post-solicitation/award)

The **City of Alliance** will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the **City of Alliance** deems appropriate if the prime contractor fails to comply with the requirements of this section.

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply

labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

The awarded contractor will be required to not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the **City of Alliance** causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The **City of Alliance** will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the **City of Alliance** written consent as provided in § 26.53(f); and
- (2) Unless the **City of Alliance** consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of Alliance** may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The **City of Alliance** determined that the listed DBE subcontractor is not a responsible contractor;

- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of Alliance** written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the **City of Alliance** has determined compels the termination of the DBE subcontractor.

Before transmitting to the **City of Alliance**, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **City of Alliance**, sent concurrently, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the **City of Alliance** and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract or portion thereof and why the **City of Alliance** should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the **City of Alliance** may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the **City of Alliance** requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The **City of Alliance** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

## **Section 26.55      Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects

as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

## **SUBPART D – CERTIFICATION STANDARDS**

### **Section 26.61 – 26.73 Certification Process**

The **City of Alliance** is a non-certifying member of the Nebraska Unified Certification Program (UCP). Nebraska UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Nebraska UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Nebraska Department of Transportation  
Minority Business Coordinator  
P.O. Box 94759  
Lincoln, NE 68509-4759.

The Uniform Certification Application form and documentation requirements are found in **Attachment 8** to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

### **Section 26.81 Unified Certification Programs**

The **City of Alliance** accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. If a contractor is certified on NUCP's current list, that contractor will be acceptable to the **City of Alliance**.

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101 Compliance Procedures Applicable to the City of Alliance**

The **City of Alliance** understands that if it fails to comply with any requirement of this part, the **City of Alliance** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d),

47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

The **City of Alliance** understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

### **Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs**

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

- (1) **Noncompliance complaints.** Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged violation or the date on which the complainant learned of a continuing course of conduct in violation of this part. In response to a complainant's written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of a complainant's identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.
- (2) **Compliance reviews.** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.
- (3) **Reasonable cause notice.** If it appears, from the investigation of a complaint or the results of a compliance review, that the **Recipient** is in noncompliance with part 26, the appropriate DOT office will promptly send the **Recipient**, return receipt requested, a written notice advising that there is reasonable cause to find the **Recipient** in noncompliance. The notice states the reasons for this finding and directs the **Recipient** to reply within 30 days concerning whether you wish to begin conciliation.
- (4) **Conciliation.**
  - a. If the **Recipient** requests conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of the request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.
  - b. If the **Recipient** and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and the **Recipient** is regarded as complying. The conciliation agreement sets forth the measures the **Recipient** has taken or will take to ensure compliance. While a conciliation agreement is in effect, the **Recipient** remains eligible for FHWA or FTA financial assistance.
  - c. The concerned operating administration shall monitor the implementation of the conciliation agreement and ensure that its terms are complied with. If the **Recipient** fail to carry out the terms of a conciliation agreement, the **Recipient** is in noncompliance.

- d. If the **Recipient** does not request conciliation, or a conciliation agreement is not signed within the time provided earlier in this section, then enforcement proceedings begin.

(5) **Enforcement actions.**

- a. Enforcement actions are taken as provided in this subpart.
- b. Applicable findings in enforcement proceedings are binding on all DOT offices.

### **Section 26.105 Enforcement Actions Applicable to FAA Programs**

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

### **Section 26.107 Enforcement Actions Applicable to Participating Firms**

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in

connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

### **Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation**

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to U.S. DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with U.S. DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of Alliance**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of Alliance** understands that it is in noncompliance with Part 26 if it violates this prohibition.

## ATTACHMENTS

Attachment 1	Regulations: Link to 49 CFR Part 26 (eCFR)
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

## **Attachment 1**

Regulations: 49 CFR Part 26

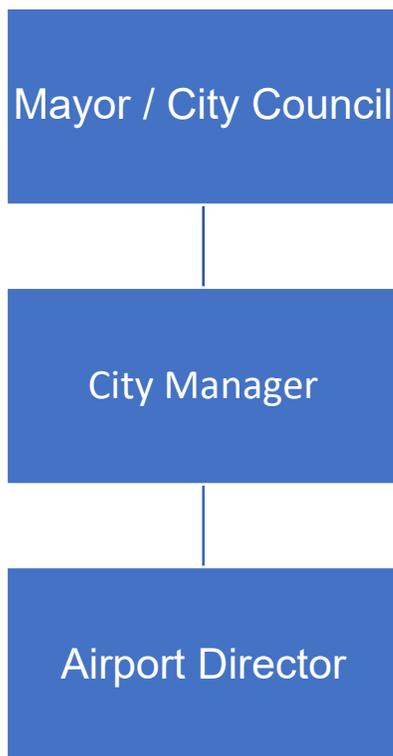
### **Regulations: 49 CFR Part 26,**

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

## Attachment 2

### Organizational Chart



Ms. Lynn Placek, Airport Director, City of Alliance, is the designated Liaison Officer. Thus, Ms. Lynn Placek, has frequent contact, and direct, independent access to with the City Manager.

### Attachment 3

#### Bidder's List Collection Form

The following form is to be completed at the time of bid submittal.

AIP Project: \_\_\_\_\_

Airport: \_\_\_\_\_

Location: \_\_\_\_\_

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. **The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).** The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

#### Prime Contractors and/or Subcontractors Bidding on the Project

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

Alliance Municipal Airport  
Alliance, Nebraska  
DBE Program FY25-26-27  
November 2024 Revised 1-23-2025

## **Attachment 4**

State of Nebraska DBE Directory.

### **State of Nebraska DBE Directory,**

A directory of Nebraska DBE's is available at the following website:

<https://dot.nebraska.gov/business-center/civil-rights/>

## Attachment 5

### Overall DBE Three-Year Goal Methodology For FY 2025, 2026, 2027

#### DBE Goal Summary

**Airport:** Alliance Municipal Airport, Alliance, Nebraska  
**Sponsor:** City of Alliance

**Goal Period:** Fiscal Years 2025, 2026, 2027; October 1, 2024, through September 30, 2027

**Anticipated U.S. DOT-Assisted Contracts:**

Contract	Contract Amount	Project Name	Type of Work
FY 2025:	\$543,478	Lighting Improvements	Engineering Services
	\$8,846,500	Lighting Improvements	Construction
	\$400,000	ALP	Engineering Services
<b>Subtotal FY 2025</b>	<b>\$9,789,978</b>		
FY 2026:	\$0	No Project	No Project
<b>Subtotal FY 2026</b>	<b>\$0</b>		
FY 2027:	\$0	No Project	No Project
<b>Subtotal FY 2027</b>	<b>\$0</b>		
<b>Total:</b>	<b>\$9,789,978</b>		

**The Sponsor's overall 3-year DBE goal is: 2.73%**

On U.S. DOT assisted contracts, the goal is to expend 2.73% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 2.73% being achieved through race-conscious participation.

**Total amount to be expended on DBE's: \$267,266**

The following is a summary of our DBE expenditures for each fiscal year by contract:

Fiscal Year	Contract Type	Contract Amount	DBE Amount	Total DBE Participation	Race Neutral	Race Conscious
2025	Consultant/Engineering Services – Lighting Improvements	\$543,478	\$0	0%	0%	0%
2025	Construction – Lighting Improvements	\$8,846,500	\$267,266	3.02%	0%	3.02%
2025	Consultant/Engineering Services – ALP	\$4000,000	\$0	0%	0%	0%
2026	No Project	\$0	\$0	0%	0%	0%
2027	No Project	\$0	\$0	0%	0%	0%
<b>FY25, 26 &amp; 27 TOTALS</b>		<b>\$9,789,978</b>	<b>\$267,266</b>	<b>2.73%</b>	<b>0%</b>	<b>2.73%</b>

**Step 1: Goal Setting Process (26.45 c)**

The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years. The specific geographical areas were selected based on information from Nebraska Department of

Transportation - Division of Aeronautics. Specifically, we selected those contractors within the following Counties for the projects for the various years:

FY 2025	FY 2026	FY 2027
Arthur, Banner, Box Butte, Chase, Cherry, Cheyenne, Deuel, Dixon, Garden, Grant, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Scotts Bluff, Sheridan, Sioux, Thomas	No Project (No contractors needed)	No Project (No contractors needed)

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation - Division of Aeronautics, we anticipate 4 to 6 consulting/engineering firms submitting statements of qualification for providing services at our airport. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

**FY2025**

Lighting Improvements

We anticipate one contract for consulting/engineering services in the total amount of \$543,478 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

**FY2025 Engineering Services Goal – Lighting Improvements**  
 (0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services  
 0% x \$543,478 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

We anticipate a prime contract for the electrical construction itself. We identified 46 firms in our selected geographical area from the US Census Bureau that included NAICS codes 23821-Electrical Contractors and Other Wiring Installation Contractors and 238990-All Other Specialty Trade Contractors. In addition, we identified 1 certified DBE in our selected geographical area with NDOT category D18-General. The DBE participation for this contract is calculated as follows:

**FY2025 Construction Contract Goal - Lighting Improvements**  
 (1 DBE Firms/ 46 total firms) = 2.17% DBE Participation for Construction Contract  
 2.17% x \$8,846,500 Contract Amount = \$191,969 DBE Participation for Construction Contract

ALP

We anticipate one contract for consulting/engineering services for the Airport Layout Plan in the total amount of \$400,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

**FY2025 Engineering Services Goal – ALP**  
 (0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services  
 0% x \$400,000 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

Based on the above discussions, our overall FY2025 DBE goal is as follows:

**FY2025 Overall DBE Goal**  
 \$191,969 Total DBE Participation / \$9,789,978 Total Contract Amount = 1.96% DBE Participation for FY2025

**FY2026**

We are anticipating no projects or federal grants during FY2026; therefore, our DBE participation is zero (0).

**FY2026 No Projects**

(0 DBE Firms/ 0 total firms) = 0% DBE Participation  
 0% x \$0 Contract Amount = \$0 DBE Participation

**FY2026 Overall DBE Goal**

\$0 Total DBE Participation / \$0 Total Contract Amount = 0% DBE Participation for FY2026

**FY2027**

We are anticipating no projects or federal grants during FY2027; therefore, our DBE participation is zero (0).

**FY2027 No Projects**

(0 DBE Firms/ 0 total firms) = 0% DBE Participation  
 0% x \$0 Contract Amount = \$0 DBE Participation

**FY2027 Overall DBE Goal**

\$0 Total DBE Participation / \$0 Total Contract Amount = 0% DBE Participation for FY2027

**Summary of FY2025, 2026 and 2027 DBE Participation**

The following is a summary of our anticipated work with DBE participation by fiscal year:

Fiscal Year	Contract Type	Contract Amount	DBE Amount
2025	Consultant/Engineering Services – Lighting Improvements	\$543,478	\$0
2025	Construction – Lighting Improvements	\$8,846,500	\$191,969
2025	Consultant/Engineering Services – ALP	\$4000,000	\$0
2026	No Project	\$0	\$0
2027	No Project	\$0	\$0
<b>FY25, 26 &amp; 27 TOTALS</b>		<b>\$9,789,978</b>	<b>\$191,969</b>

The calculation for our 3-year base figure is as follows:

$$(\$191,969 \text{ Total DBE Contract Amount}) / (\$9,789,978 \text{ Total Contract Amount}) = 1.96\%$$

**Step 2: Adjustments to Base Figure (26.45(d))**

Our historical data is summarized as follows:

FY	AIP Project	Description of Work	CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVE
			Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	Over/Under Achievement
87	01	Drainage Improvements	***	***	***	***	***	***	***
89	02	AC Seal Coat	***	***	***	***	***	***	***
89	03	Lighting Improvement	***	***	***	***	***	***	***
93	04	Lighted Signage Improvements	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
96	05	ARFF Equipment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
98	06	PFC Surfacing	0.00%	12.20%	0.00%	10.60%	12.20%	10.60%	-1.60%
00	07	Concrete Removal & Replacement	0.00%	4.20%	8.20%	4.20%	4.20%	12.40%	+8.20%
02	08	Security Improvements	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
03	09	Crack/Joint Sealign, Seal Coat, Markings	0.00%	2.80%	27.90%	2.80%	2.80%	30.70%	+27.90%
06	10/11	Fence	0.00%	4.20%	0.00%	0.00%	4.20%	0.00%	-4.20%
06	10/11	Seal Coat & Markings	0.00%	4.20%	31.10%	4.20%	4.20%	35.30%	+31.10%
06	10/11	Electrical - Wind Cone & Signs	0.00%	4.20%	0.00%	4.20%	4.20%	4.20%	0.00%
09	12/13	Seal Coat	12.10%	0.00%	9.10%	0.00%	12.10%	9.10%	-3.00%

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11	12/13	ARFF Building	0.00%	5.90%	0.00%	0.00%	5.90%	0.00%	-5.90%
11	12/13	ARFF Vehicle	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
14	16/17	RWY 12/30 Rehabilitation	2.20%	4.30%	1.75%	4.30%	6.50%	6.05%	-0.45%
16	18	Seal Coat Taxiway & Apron	0.00%	3.35%	0.00%	7.20%	3.35%	7.20%	+3.85%
17	19	RWY 8/26 Rehabilitation (engineering)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
18	20	RWY 8/26 Rehabilitation (construction)	0.00%	3.35%	0.00%	3.49%	3.35%	3.49%	+0.14%
18	21	Snow Removal Equipment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
20	22	No Project (CARES) ▲	▲	▲	▲	▲	▲	▲	▲
20	23	ARFF Equipment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21	24	No Project (CRSSA) ▲	▲	▲	▲	▲	▲	▲	▲
22	25	Taxiway & Apron Rehabilitation	0.00%	7.47%	0.21%	7.47%	7.47%	7.68%	+0.21%
22	26	No Project (ARPA) ▲	▲	▲	▲	▲	▲	▲	▲
24	27	RWY 8/26 & RWY 12/30 Seal Coat	0.00%	6.20%	■	■	6.20%	■	■

\* Project costs < \$250,000; therefore, no goal

\*\* DBE not applicable

\*\*\* No data available

▲ COVID Relief Grant

■ Current Project

Using the data from the above table for completed years, the Step 1 figure was adjusted. An average of the Step 1 figure (1.96%) and the median of past participation (3.49%) was calculated. This defined our Step 1 base figure, adjusted for past participation, as **2.73%**.

Taking 2.73% as the final goal value, adjusted for past participation, and applying it to the original dollar amount of the contracted work (\$9,789,978), yields a final DBE participation goal of **\$267,266**.

### **Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)**

Referring again to the table above, the median “Over/Under Achievement” is **0.00%**. This is the amount of participation we would expect in a race-neutral goal.

Ultimately, our Step 2 adjustments have left us with a **2.73%** adjusted goal, with a **0.0%** race-neutral component.

## PUBLIC PARTICIPATION

### Consultation:

In establishing the overall goal, the Sponsor, and the Nebraska Department of Transportation – Division of Aeronautics (NDOT-A), as agent for the Sponsor, will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

Besides that, NDOT-A would notify the following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association  
Associated General Contractors of America, Nebraska Chapter  
Nebraska Center for Rural Affairs  
Nebraska Hispanic Chamber of Commerce  
Greater Omaha Economic Development Partnership  
Nebraska Business Development Center  
Nebraska Concrete Paving Association  
City of Omaha – Department of Human Rights and Relations  
City of Lincoln – Commission on Human Rights  
Urban League of Nebraska  
Metro Omaha Women's Business Center  
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each notification will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated, and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor's proposed goals will not be implemented until this requirement has been met.

## **PUBLIC NOTICE**

Below is the public notice which the **City of Alliance** will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

### **Public Notice DBE Program**

The **City of Alliance** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **2.73%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2025 through 2027.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the City of Alliance Offices, 324 Laramie Avenue, Alliance, NE 69301, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

**Lynn Placek, Airport Director**  
**City of Alliance**  
PO Box D  
Alliance, Nebraska 69301-0770

OR

**Compliance Specialist**  
**Disadvantaged Business Enterprise Program**  
**FAA Office of Civil Rights**  
777 S. Aviation Blvd, Suite #150  
El Segundo, CA 90245

## Attachment 6

### Demonstration of Good Faith Efforts - Forms 1 & 2

#### FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

##### UTILIZATION STATEMENT *Disadvantaged Business Enterprise*

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of \_\_\_\_\_%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

\_\_\_\_\_  
 Bidder's/Offeror's Firm Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

#### DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**END FORM 1**

**FORM 2: Disadvantaged Business Enterprise (DBE) Letter of Intent**

LETTER OF INTENT  
*Disadvantaged Business Enterprise*

**Bidder/Offer**

Name of Firm: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 Contact person: Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**DBE Firm**

Name of DBE Firm: \_\_\_\_\_  
 DBE Firm Address: \_\_\_\_\_  
 DBE contact person: Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 DBE certification Agency: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:  Prime Contractor     Subcontractor     Joint Venture  
 Manufacturer     Supplier  
 Category of DBE:  Native American     Hispanic     Asian Pacific  
 Black     Non-Minority Woman     Other

Work items to be performed by DBE	Description	Quantity	Total

The bidder/offer is committed to utilizing the above-named firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION**

The above-named firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

BY: \_\_\_\_\_  
(Signature) (Title)

In the event the bidder/offer does not receive the award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

## **Attachment 7**

### **DBE Monitoring and Enforcement Mechanisms**

The City of Alliance has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 101.

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## **Attachment 8**

DBE Certification Application Form

### **State of Nebraska DBE Certification Application**

The DBE Certification Application is available at the following website.

<https://dot.nebraska.gov/media/5821/c-users-royleach-desktop-it-umbraco-docs-dbe-cert-application.pdf>

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Alliance, Nebraska  
DBE Program FY25-26-27  
November 2024 Revised 1-23-2025

## **Attachment 9**

State's UCP Agreement

### **State of Nebraska DBE Unified Certification Program**

The DBE Unified Certification Program is available at the following website:

[https://dot.nebraska.gov/media/113234/nebraska\\_ucp.pdf](https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf)

## Attachment 10

### Small Business Element

#### A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The City of Alliance is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the City of Alliance will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the City of Alliance will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City of Alliance and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race, or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. Unbundling: The City of Alliance, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Alliance will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the City of Alliance will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation – Division of Aeronautics (NDOT-A) and airport sponsors will continue to monitor DBE and small business participation.

The City of Alliance, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows

that the level of participation by small businesses has decreased significantly, the City of Alliance and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed \$22.41 million to better verify that only eligible firms are identified as small businesses.

The City of Alliance will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

## **B. Definitions**

### 1. Small Business:

A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

## **C. Implementation Schedule**

The small business element was last reviewed on June 13, 2024, and will be reviewed concurrently to regular program updates.

## **D. Assurances**

The City of Alliance makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

# Narrative

## March 4, 2025



### **RESOLUTION – ECONOMIC DEVELOPMENT LOAN EXTENSION**

The City and Box Butte Development Corporation entered into an Economic Development Assistance Agreement for a \$286,200.00 loan, to be repaid through real estate sale proceeds. The balance of the EDA Agreement is \$245,704.59 as of February 24, 2025. The original term of the loan was 7 years, but was later extended through June 15, 2025. The loan has not been fully repaid, but the EDA Agreement provides that BBDC may request an extension of the repayment timeframe. BBDC has requested that extension. This Extension Agreement extends the loan for an additional 3 years (through June 15, 2028). The Economic Development Assistance Application Review Committee made a positive recommendation for this extension.

**RECOMMENDATION: APPROVE THE RESOLUTION TO AUTHORIZE A THREE-YEAR LOAN EXTENTION.**

RESOLUTION NO. 25-32

*WHEREAS*, The City of Alliance entered into an Economic Development Assistance Agreement with Box Butte Development Corporation for the purchase of land on December 20, 2012; and

*WHEREAS*, The Agreement provided for the repayment of the \$286,200 loan to be made upon the sale of the real estate or within one year of closing, whichever was earlier; and

*WHEREAS*, Box Butte Development Corporation requested and was granted a three-year extension on November 30, 2015 for the repayment of the loan as the real estate has not sold; and

*WHEREAS*, Box Butte Development Corporation requested and was granted a seven-year extension on June 15, 2021 for the repayment of the loan balance as the real estate remains unsold; and

*WHEREAS*, Box Butte Development Corporation has requested a loan extension on the remaining repayment of the loan balance; and

*WHEREAS*, The Economic Development Plan Citizen Advisory Board has recommended the loan be extended for an additional three years or until the real estate is sold, whichever is earlier.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the repayment of the remaining loan balance as required by the Economic Development Assistance Agreement with Box Butte Development Corporation is deferred until the real estate is sold or June 15, 2028, whichever is earlier.

PASSED AND APPROVED this 4<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
John McGhehey, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

**EXTENSION AGREEMENT**

This Extension Agreement is made on March \_\_\_\_, 2025, between the City of Alliance, Nebraska (the "City") and Box Butte Development Corporation ("BBDC").

**Recitals:**

- a. The City and BBDC entered into an Economic Development Assistance Agreement in 2012 for a \$286,200.00 loan, to be repaid through real estate sale proceeds (the "EDA Agreement").
- b. The EDA Agreement has not been fully repaid and the current term expires on June 15, 2025. The EDA Agreement provides that BBDC may request an extension of the repayment timeframe. BBDC has requested that extension.
- c. The City agrees to an extension of the EDA Agreement for an additional 3 years, according to the terms and conditions below.

**Extension:**

- 1. Paragraph 2.b of the EDA Agreement is modified to provide as follows:
  - b. If not sooner paid, the balance of the Note shall be paid in full upon the earlier of (a) the sale of the Real Estate by the Applicant, or (b) June 15, 2028.
- 2. Paragraph 2.c of the EDA Agreement is modified to provide as follows:
  - c. If the Note has not been repaid by June 15, 2028 due to the fact that all of the Real Estate has not been sold and the completed sales have not realized proceeds sufficient to repay the Note, the Applicant may request an extension of the time for repayment of the Note. The City agrees to review such a request, but any such extension shall be at the sole discretion of the City.
- 3. The EDA Agreement, as modified by this Extension Agreement, shall remain in full force and effect.

City of Alliance, Nebraska

Box Butte Development Corporation

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

# Narrative

## March 4, 2025



### **RESOLUTION – ELECTRICAL PROJECT AGENCY AGREEMENT, GRANT DOCUMENTS AND FEDERAL CERTIFICATIONS.**

The Alliance Municipal Airport has included on its Capital Improvement Program through the Federal Aviation Administration (FAA) ) engineering fees for an electrical project to replace runway lighting on the airfield. The construction phase will not begin until the Summer of 2026 and will be included in that fiscal year's budget numbers.

The proposed project will replace the current lights for Runway 12/30 with High Intensity Runway Lights (HIRL) along with replacing the Medium Intensity Runway Lights (MIRL) on Runway 8/26. In addition, Runway guidance signs, wind cones, and the airfield generator will be replaced. New Precision Approach Path Indicator (PAPIs) and Runway End Indicator Lights (REIL) will be two pilot landing aids installed for Runway 8/26. The last part of the project will be removing the old shoulders of Runway 8/26 that remained after it was narrowed.

Following are items that need to be approved before the City of Alliance can accept a grant for the project:

1. Agency Agreement with Department of Transportation, Aeronautics Division. State law requires that the City have an Agency Agreement completed to allow the Nebraska Department of Transportation, Aeronautics Division to act as the Airport's agent for these funds.
2. Grant Application. The grant application is the airport's final notice to the FAA that they will proceed with the project. The all-inclusive cost of this project will not be known until the bidding process is completed, however the estimate for this project is \$5,332,538. The airport has been informed that the FAA is increasing the funding level to 95% and the City of Alliance providing the 5% match. The City of Alliance has also applied for a state grant that would cover up to 2% with a maximum amount of \$100,000 which comes off of our 5% match. The formal application must be completed before a grant can be issued.

This is the final step in proceeding with the project. City Council approved Airport Engineer Selection on December 15, 2020 and the consultant agreement for this specific project on October 15, 2024.

### **RECOMMENDATION - APPROVE RESOLUTION TO AUTHORIZE THE MAYOR TO:**

1. **SIGN THE AGENCY AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION.**
2. **TO SIGN AND SUBMIT THE APPLICATION FOR FEDERAL ASSISTANCE, ANY FEDERAL CERTIFICATIONS, AND ELECTRONICALLY SIGN THE ACTUAL GRANT DOCUMENTS ONCE RECEIVED.**

RESOLUTION NO. 25-33

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

*WHEREAS*, The Airport included runway light replacement as a capital improvement project through Federal Aviation Administration (FAA) program; and

*WHEREAS*, The proposed project will replace the current lights for Runway 12/30 with High Intensity Runway Lights and Runway 8/26 with Medium Intensity Runway Lights; and

*WHEREAS*, The City of Alliance Municipal Airport has experienced power problems and light malfunctions deeming this a crucial project; and

*WHEREAS*, The City entered a Consultant Agreement with M.C. Schaff & Associates on October 15, 2024; and now are ready for the final steps of the project by signing the agency agreement and submitting the grant application; and

*WHEREAS*, City Staff recommends that the Alliance City Council approves the resolution to proceed with the final steps of the Airport Electrical Project.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the resolution for the Airport Electrical Project for the Agency Agreement and Grant Application be approved.

*BE IT FURTHER RESOLVED* that the Mayor is authorized to sign Agency Agreement with the Department of Transportation and to sign and submit the application for Federal Assistance for the Alliance Airport Electrical Project.

PASSED AND APPROVED this 4<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
John McGhehey, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

## AGENCY AGREEMENT

### Project No. 3-31-0003-028-2025 (G01/03)

This is an agreement between the City of Alliance, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Alliance Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

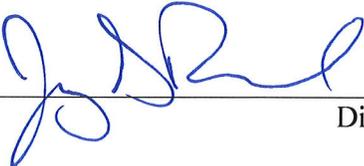
"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 10th day of February 2025 .

(SEAL)



  
 \_\_\_\_\_  
 Director

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-0028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes    No    N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:  
 a. Abide by the terms of the statement; and  
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  
 Yes    No    N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes    No    N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:  
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and  
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.  
 Yes    No    N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes    No    N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Alliance Municipal Airport  
 Address: 5631 Sarpy Road, Alliance, NE 69301

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:  
 Address:





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes  No  N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes  No  N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes  No  N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes  No  N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2025 .

Name of Sponsor: City of Alliance

Name of Sponsor's Authorized Official: John McGhehey

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision
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*3. Date Received: 08/09/2024	4. Applicant Identifier: 3-31-0003
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5a. Federal Entity Identifier: 3-31-0003-028-2025	*5b. Federal Award Identifier: 028-2025
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier: 3-31-0003-028-2025 (G01/G03)
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**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Alliance

*b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006071	*c. UEI: NEK3X1ZH3LG4
--	--------------------------

**d. Address:**

\*Street 1: PO Box D  
Street 2:  
\*City: Alliance  
County/Parish:  
\*State: NE  
\*Province:  
\*Country: USA: United States  
\*Zip / Postal Code: 69301-0770

**e. Organizational Unit:**

Department Name: City of Alliance	Division Name:
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mrs. \*First Name: Anna  
Middle Name:  
\*Last Name: Lannin  
Suffix:

Title: Engineering Division Manager

Organizational Affiliation:  
NDOT Division of Aeronautics

\*Telephone Number: (402) 471-2371 Fax Number:

\*Email: ndot.aeroengineering@nebraska.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Airside area of the Alliance Municipal Airport, Alliance, Box Butte County, Nebraska.

**\*15. Descriptive Title of Applicant's Project:**

Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: NE-003

\*b. Program/Project: NE-003

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 06/01/2025

\*b. End Date: 06/01/2029

**18. Estimated Funding (\$):**

*a. Federal	\$ 5,621,034
*b. Applicant	\$ 195,844
*c. State	\$ 100,000
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 5,916,878

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?** Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: John  
Middle Name: \_\_\_\_\_  
\*Last Name: McGhehey  
Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: (308) 762-5400

Fax Number:

\* Email: jmcghehey@cityofalliance.net

\*Signature of Authorized Representative:

\*Date Signed:



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

#### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

##### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

## **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

### SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_\_/\_\_\_/\_\_\_ originally filed with AIP Project ###.”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.



**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The area surrounding the airport is zoned for a distance of three (3) miles from the airport property line, to control the height of structures in the vicinity of the airport. Height restriction zoning was originally adopted on July 2, 1986.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A. This project does not involve the location of an airport, an airport runway, or a major runway extension.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated October 2001, originally filed with AIP Project number 3-31-0003-025.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			234,097
5. Other Architectural engineering fees			
6. Project inspection fees			309,381
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			5,310,000
12. Equipment			
13. Miscellaneous			53,400
14. <b>Subtotal</b> (Lines 1 through 13)			<b>\$ 5,916,878</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			<b>\$ 5,916,878</b>
19. Federal Share requested of Line 18			5,621,034
20. Grantee share			195,844
21. Other shares			100,000
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 5,916,878</b>

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	195,844
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 195,844
25. Other Shares	Amount
a. State	100,000
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 295,844</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>The following items are incorporated by reference:</p> <ul style="list-style-type: none"> <li>- Plans and Specs will be produced with the project</li> <li>- Exhibit A dated: October 2001, originally filed with AIP Project 3-31-0003-025.</li> </ul>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

**AIRPORT:** Alliance Municipal Airport (AIA), Alliance, Nebraska

**1. Objective:**

This project will consist of reconstructing RWY 12/30, RWY 8/26, and the taxiway lighting and regrading the RSA for each runway as necessary; replacing existing navigational aids with new PAPIs, REILs, and guidance signs.

**2. Benefits Anticipated:**

This project will reduce maintenance costs and improve system reliability by upgrading runways, taxiway lighting, and navigational aids. Additionally, the removal of abandoned paved shoulders will decrease FOD, and enhanced lighting and guidance systems will improve safety during nighttime and low-visibility operations.

**3. Approach:** (See approved Scope of Work in Final Application)

The Airport Sponsor has hired an engineering consultant to put together the plans, specifications, and contract documents, as well as handling bidding and construction/testing/closeout services.

The Nebraska Department of Transportation, Aeronautics Division, will assist the Airport Sponsor with administrative issues.

**4. Geographic Location:**

The Alliance Municipal Airport is approximately 3 miles southeast of the City of Alliance, Box Butte County, Nebraska.

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** (include address & telephone number)

Name: John McGhehey                      Title: Mayor, City of Alliance  
Address: PO Box D, Alliance, NE 69301-0770  
Phone: (308) 762-5400                      Email: jmcghehey@cityofalliance.net



U.S. Department  
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**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs;  
Grade RSA

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes    No    N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes    No    N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes    No    N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 .

Name of Sponsor: City of Alliance

Name of Sponsor's Authorized Official: John McGhehey

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
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**Federal Aviation  
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## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A





U.S. Department  
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## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-028-2025

Description of Work: Reconstruct RWY Lighting - 12/30 & 8/26; Install PAPI/REIL/Guidance Signs; Grade RSA

#### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this        day of                    , 2025        .

Name of Sponsor: City of Alliance

Name of Sponsor's Authorized Official: John McGhehey

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# Narrative

## March 4, 2025



### **ORDINANCE – DONATIONS POLICY**

The attached ordinance is presented to the Council to update the City's policy on accepting and disposing of donations. The intent of this ordinance is to remove bureaucratic barriers to philanthropists who desire to contribute to our efforts "To Build the Best Hometown in America".

This ordinance clarifies which categories, such as real property and donations with value over ten thousand dollars (\$10,000.00), which must be accepted by Council and which donations can be accepted administratively (i.e. those with a value under \$10,000.00). The ordinance also affirms the desire to require a dedicated funding source for the ongoing maintenance of substantial donations, such as the Knight Museum as a condition for accepting the donation.

Finally, while certain boards have a donation policy and there is a previously created donation policy, this ordinance updates and codifies the policy so that it can be applied equally across all city departments.

**RECOMMENDATION: APPROVE THE FIRST READING OF THE ATTACHED ORDINANCE UPDATING THE CITY'S POLICY ON ACCEPTANCE AND DISPOSITION OF DONATIONS**

**Ordinance No. 2997**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA REGARDING THE ACCEPTANCE OF DONATIONS, DEFINING TYPES OF DONATIONS, SETTING RULES PERTAINING TO DONATIONS, AND AUTHORIZING THE CITY MANAGER TO PROMULGATE FURTHER RULES, POLICIES AND PROCEDURES FOR THE EXECUTION OF THIS ORDINANCE; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1: Sections 2-221 through 2-225 of the Alliance Municipal Code shall provide as follows:

**Sec. 2-221. Purpose.**

Sections 2-221 through 2-225 are intended to establish a formal and consistent process for the acceptance of donations made to the City for a public purpose, pursuant to Nebraska Revised Statutes, and shall also apply to all volunteer boards and commissions of the City.

**Sec. 2-222. Definitions.**

*Donation* is defined as any monetary or non-monetary gift, grant, devise, memorial, tribute or bequest to the city of Alliance.

*Memorial* is an item, object or monument established to preserve the memory of (a) deceased person(s) or an event that occurred in the past.

*Tribute* means an item, object or gift designed to acknowledge the contributions of still-living people or person(s) to society.

**Sec. 2-223. Types of Donations.**

- (a) A monetary donation includes cash, check, credit card payment, money order or other negotiable instrument. In the event of a stock donation, the donation will be liquidated and turned into cash or another liquid asset, and treated as a monetary donation.
- (b) A non-monetary donation includes real or personal property, goods, or services.
- (c) Designated or restricted donations are those donations that the donor specifies for use by a particular city department, at a certain location, or for a specific purpose. Memorials and tributes shall be considered as restricted donations.

- (d) Undesignated or unrestricted donations are those donations that are given to the City for an unspecified or general use.

#### **Sec. 2-224. Rules pertaining to Donations**

- (a) *Consistency with city interests.* Donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City and its residents. The City must always consider the public trust and comply with all applicable laws when accepting donations.
- (b) *Declined donations.* The City of Alliance reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to not be in the best interest of the City.
- (c) *Disposition of donations.* The City of Alliance reserves the right to remove any donated amenity for: safety reasons, deterioration caused by age, neglect or vandalism, and/or the city's inability to finance ongoing maintenance and/or repairs.
- (d) *Donation specifications.* The City of Alliance reserves the right to formulate and dictate the specifications for donations of personal property.
- (e) *Donation preference.* When donations are intended for the purchase of physical goods used in the course of conducting normal city business, it is preferred that the donation be made as a monetary donation to allow the city to take advantage of bulk purchasing and to ensure the consistency of goods.
- (f) *Acceptance of donations.*
  - i. Any person, group, or entity desiring to raise funds for donations to the City must receive the consent of the City Council prior to beginning fundraising efforts.
  - ii. Restricted donations, other than donations made for the purpose of assisting citizens in paying their utility bills, must first be approved by the City Council via resolution.
  - iii. All donations of real property, whether restricted or unrestricted, must first be approved by the city council via resolution.
  - iv. All personal property restricted donations and all personal property unrestricted donations greater than Ten Thousand dollars (\$10,000) must first be approved by the City Council via resolution. The City Council will determine whether or not the donation is in good taste, appropriate to the purpose of the City, and in accord with the standards of the community prior to accepting the gift.

- v. In the event the gift, bequest or memorial intended for the City is of a nature that it is to be seen and enjoyed by the public such as a sculpture, statue, plaque, or other interpretive material, the City Council shall determine the appropriate location for said gift.
  
- vi. The City shall not accept donations which are not permanent gifts to the city.
  
- vii. The City shall not accept donations which require that the City agree to maintain the gift in perpetuity, unless such donation is accompanied by an endowment sufficient to cover its ongoing upkeep. All perpetual gifts and their associated endowments must receive prior approval from the City Council through a formal resolution. If, at any point, the endowment no longer provides adequate funding for maintenance, the City may discontinue upkeep once the funds are depleted and dispose of the donation in accordance with City policies.
  
- viii. Unrestricted donations of personal property valued at less than or equal to Ten Thousand dollars (\$10,000) may be accepted by the City Manager or their designee without council action and shall be reported quarterly to the City Council.
  
- ix. *Memorial Plaques.* Costs for all memorial or tribute plaques shall be borne by the donor. The City must approve all text for memorial or tribute plaques prior to installation.

**Sec. 2-225. City Manager.**

The City Manager is authorized to promulgate further rules, policies, and procedures needed for the execution of this ordinance.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED and APPROVED on \_\_\_\_\_, 2024

\_\_\_\_\_  
John McGhehey, Mayor

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Firm

# Narrative

## March 4, 2025



### **ORDINANCE - AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTIONS 24-21 THROUGH 24-30 REGARDING SIDEWALKS**

Part of the workshop on December 2, 2024 touched upon sidewalks, building code enforcement and code enforcement. After that meeting the City Manager asked Brent Kusek, Community Development Director to research the history of our ordinance concerning the construction of sidewalks. He did a very thorough job going back to its origins:

*"In Alliance, sidewalks were installed in accordance with Nebraska Revised Statutes 16-664 through 16-666 until 1965. This method requires Council to pass a resolution or ordinance ordering the sidewalk be constructed adjacent to a property and an assessment be placed on said property. This method, as opposed to sewer extensions, water extensions, street paving, etc., does not provide a means of remonstrance or protest by the adjacent property owner. The council orders it done and the property owner has no choice.*

*The City adopted its first subdivision ordinance in 1965 and it was prepared by Hare and Hare City Planners. This ordinance included sidewalks as a "Required Improvement" along with water main, sewer main, curb and gutter, and streets. It stated that after a plat was duly approved, construction may be allowed in the subdivision provided that no building permit shall be issued unless the required improvements are in place or suitable improvement districts have been approved for their construction.*

*The City adopted a large revision to the subdivision ordinance in 1976 that included sidewalks as a "Required Improvement" but removed sidewalk construction as a requirement for the issuance of a building permit. During the railroad boom and eventual bust, this resulted in contractors and developers leaving town before installing sidewalks, entire subdivisions without completed public improvements, and the City in large amounts of debt that nearly drove the City into bankruptcy.*

*In 1984 City Staff, the Planning Commission, and the City Council began the discussion of 1) how to get sidewalks installed in the subdivisions that were developed illegally without them, and 2) how do we keep this from happening again. The City Council relied on staff and the Planning Commission to determine and list which properties were developed without sidewalks and vacant properties that should have sidewalk constructed because they were a connecting route between two sidewalks.*

*Staff drafted a sidewalk ordinance that was approved by Council in late 1984. It required that new construction, additions to existing structures, accessory buildings, etc. on any lot without a sidewalk construct a sidewalk as part of that construction project. That was deemed as the solution to problem number 2 and over time would help with problem number 1. They made small amendments to the code over the next 3 years but it essentially stayed the same.*

*Council continued working with Staff and the Planning Commission to install sidewalks on a larger scale. In 1987 Council agreed that a letter that would be sent to all properties developed without sidewalks giving them three choices for installation. The options were 1) the owners pave it themselves, 2) the City does it by resolution and assesses it against the property, or 3) a sidewalk improvement district would be formed. Those were listed in the order of least cost to the*

# Narrative

## March 4, 2025



*property owner to the highest. Improvement districts are the most expensive way to install public improvements but they are attractive to developers because it allows for repayment of the associated costs to occur over a 15 to 20 year period, and once the developer sells the lot that burden is on the new owner.*

*Council determined that there would be 2 phases to the sidewalk project based on installation priority. The Council held a public hearing during the finalization of the list of properties that would be required to install sidewalk and during finalization of the letter that would be sent to them. The letters went out. Variance requests for exemptions came in. Council got frustrated with each other and a motion was made by Councilman Worley to repeal the sidewalk ordinance until the other members were willing to enforce it. He got a second but the vote failed 2-3. Council held the line and phase 1 sidewalks were installed in late 1987 through 1988. Wolfgang Bauer left as City Manager and phase 2 did not move forward.*

*Council explicitly added that the lack of connecting sidewalks would not be considered a hardship or reason not to install a sidewalk. Eventually development on all lots will result in the sidewalks connecting to the rest of the sidewalk system. This is a part of long term thinking and planning and it isn't unique to Alliance. Situations we have considered reasons not to install a sidewalk in the past were lack of curb and gutter since that sets the street grade, and some sort of large grade difference that would make sidewalk installation dangerous or impossible. Even in those cases, before we issued building permits, we made the adjacent property owner sign a development deferment guarantee that said they will install a sidewalk if the City ever installs curb and gutter, the hardship conditions change, or the Council determines a sidewalk needs to be there. All three of those situations require Council action to implement.*

*I asked Scottsbluff, Chadron, and Gering when they require sidewalk construction. Gering and Chadron replied that they require it during development of the lot but their councils can order sidewalk installation on any lot at any time using the state statute. This is used primarily only in cases where there is a gap between two sidewalks that needs filled in for pedestrian safety. Chadron added that they won't issue Certificates of Occupancy until the sidewalk is installed. I asked the City Attorney, who also represents Scottsbluff, when Scottsbluff requires sidewalk construction and he said primarily during the construction process."*

The last major iteration of this long-debated question was adopted by the City Council in 2019 which put the responsibility on staff to enforce the ordinance. This responsibility has gone back and forth between Council and Staff at different times. It was requested by a council member that staff prepare an ordinance to return the responsibility for deciding when and where to require the installation of sidewalk as part of the development process to the City Council. The attached ordinance reflects standard language that can be found in cities throughout Nebraska which rehearses the language found in State Statute wherein Council can order the construction of sidewalks. The proposed ordinance includes language that would allow staff to continue to enforce regulations while also clarifying the role that Council can choose to take in the process.

**RECOMMENDATION: Staff defers to Council.**

**Ordinance No. 2998**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTIONS 24-21 THROUGH 24-30 TO ELIMINATE A MINIMUM COST OF NEW CONSTRUCTION NECESSITATING THE CONSTRUCTION OF A SIDEWALK AND REQUIRING A SIDEWALK TO BE CONSTRUCTED PRIOR TO RECEIVING A BUILDING PERMIT; CHANGING THE MINIMUM COST REQUIREMENT FOR RENOVATIONS NECESSITATING THE CONSTRUCTION OF A SIDEWALK FROM \$2,500 TO \$500; AUTHORIZING CITY STAFF TO DIRECT THE REPAIR, REPLACEMENT, OR CONSTRUCTION OF SIDEWALKS AS REQUIRED BY OTHER CODE SECTIONS; CLARIFYING THE PROCESS FOR CITY COUNCIL TO ORDER CONSTRUCTION OF SIDEWALKS; PROVIDING FOR THE METHOD OF NOTICE TO A PROPERTY OWNER THAT THE CITY COUNCIL HAS ORDERED THE CONSTRUCTION OR REPAIR OF A SIDEWALK; ELIMINATING THE EXCEPTION FOR INSTALLATION OF SIDEWALKS FOR CUL-DE-SACS; PROVIDING THAT A PROPERTY OWNER MAY APPEAL THE CITY MANAGER'S DECISION TO THE CITY COUNCIL REGARDING THE UNDUE HARDSHIP EXCEPTION TO THE REQUIREMENT FOR INSTALLATION OF SIDEWALKS; REQUIRING A PERSON CONSTRUCTING SIDEWALKS TO APPLY FOR A PERMIT FROM THE CITY; PROVIDING THAT THE OWNER ADJACENT TO A SIDEWALK THAT IS DANGEROUS OR DEFECTIVE BE LIABLE FOR SUCH CONDITION; ALLOWING FOR PUBLICATION AS A METHOD OF NOTICE FOR A SUBSTANDARD SIDEWALK; PROVIDING FOR A REPLACEMENT TIME OF THREE MONTHS PER 75 LINEAR FEET OF SIDEWALK, UNLESS DIRECTED BY THE CITY COUNCIL; ALLOWING FOR PUBLICATION AS A METHOD OF NOTICE TO COMMENCE THE REPLACEMENT DEADLINE; PROVIDING FOR PUBLICATION AS A METHOD FOR NOTIFYING A PROPERTY OWNER OF CONSTRUCTION AFTER THE PROPERTY OWNER FAILS, REFUSES TO CONSTRUCT OR MAINTAIN A SIDEWALK AS REQUIRED BY OTHER CODE SECTIONS; SPECIFYING THE METHOD FOR MAKING SPECIAL ASSESSMENTS FOR SIDEWALKS; RENUMBERING PRIOR CODE SECTIONS; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 24-21 through 24-30 of the Alliance Municipal Code is created to read as follows:

**Sec. 24-21. Required to construct.**

- (a) *New construction.* All improvements including but not limited to houses, businesses, structures, and accessory buildings, shall construct and maintain a sidewalk within the street or streets right-of-way bordering the owner's lot or land, prior to receiving an official certificate of occupancy, except as provided hereafter.
- (b) *Renovation.* All lots or land currently without sidewalks where said lot or land abuts any street, avenue, or part thereof and doing renovation, rehabilitation, or additions to the building or buildings on said lot or land \$500.00 or more, as shown on the application for a building permit, verified by an estimate of costs, shall construct and maintain a sidewalk within the street right-of-way bordering the owner's lot or land, except as provided hereafter.
- (c) *City staff.* City Staff may direct the repair, replacement, or construction of sidewalk as provided for during new construction, renovation, or when maintenance or construction compliance is required as

provided for in Section 24-24, *Construction requirements* and Section 24-25, *Maintenance* as provided below.

- (d) *City council.* Sidewalks to be constructed as provided by this article may be ordered by the city council at any time to be laid where sidewalks have not before existed, or where sidewalks have been condemned, or defective or unsafe walks ordered to be repaired by the city council. Sidewalks shall be ordered by the city council when petitioned for by a majority of the resident owners of property abutting the proposed walk, when no sidewalk exists or when sidewalks have been condemned. If a majority of the resident owners of property abutting the proposed walk have not petitioned the city council to make the improvements, then the city council may order that the improvements be made by a four-fifths (4/5) vote of the council. Notice of such order shall be served upon the owner or persons having charge of the premises abutting the proposed walk, in the manner provided for in this article, and in the case of the failure of such owner or person having the premises in charge, to build or repair the walk as so ordered, the city may proceed to rebuild or repair the walk and assess the cost thereof upon the property abutting thereon in the manner provided by the laws of the State. Property owners shall be granted forty-five (45) calendar days to comply with the order of the Council.
- (e) *Notice.* Whenever the Council orders that a sidewalk should be constructed, reconstructed, repaired, or widened in front of any lot or piece of ground in the city, including those areas where no sidewalk currently exists, as provided for above, they shall so order by resolution and the Street Superintendent or other designee of the City Manager shall serve, in person or via certified mail, on the owner of such lot or piece of ground, or his or her agent, a copy of the resolution, which shall be substantially in form as follows:

“RESOLUTION

Alliance, Nebraska

\_\_\_\_\_, 20\_\_

Be it Resolved by the Mayor and Council of the City of Alliance, Nebraska:

1. That a sidewalk be constructed (reconstructed, repaired, widened) within forty-five (45) days from the service or publication of this notice and shall be laid to the existing grade on the \_\_\_\_\_ side of \_\_\_\_\_ Street in the City of Alliance, Box Butte County, Nebraska, adjoining the following described premises, to-wit:

In accordance with the following specifications, to-wit:

Under the supervision of the Mayor and Council of the City of Alliance, Box Butte County, Nebraska, its City Manager or other agent, and in accordance with Chapter 24, Section II *-Sidewalks* of the City Code of Ordinances.

2. That in the event of the failure of the owner or his or her agent to have such walk constructed (reconstructed, repaired, widened, etc.), the Mayor and Council of the city will cause the same to be constructed (reconstructed, repaired, widened, etc.) and the entire cost of construction and managerial oversight thereof will be taxed as a special assessment against the within described premises as provided by law.
3. The City Manager’s (or designated agent) estimate for the construction of the work of improvements is \_\_\_\_\_ Dollars.

Attest:

\_\_\_\_\_

City Clerk

Signed:

\_\_\_\_\_

Mayor”

- (f) *Publishing of Notice.* If the owner of such lot or piece of ground, or his or her agent, be a resident of the city, personal service or certified letter of the resolution to the owner or his or her agent shall be deemed sufficient notice. If the owner or his or her agent be a non-resident of the city, or is a resident thereof and cannot be found or reached via certified letter, or if the Council shall elect to serve notice on the owner or his or her agent by publication, the City Clerk shall cause a copy of the resolution to be addressed to “\_\_\_\_\_”, legal owners of the following described property; “\_\_\_\_\_”, to be published in a legal newspaper, designated by the Mayor and Council, and of general circulation in the city, for one publication. City Clerk shall obtain an affidavit of publishing from the newspaper. Such publication shall be deemed good and sufficient notice to the owners of the property subject to sidewalk construction.
- (g) *Evidence of Notice.* The affidavit of the newspaper or receipt of certified mail shall be prima facie evidence of the publication herein required and shall be preserved in the permanent records of the city. Photographic evidence with date-time stamps shall service as evidence of property postings. Notices served in person shall be substantially in form as follows:

“RETURN

I (or we), the undersigned owner or owners (or designated agent or agents) of the described premises, acknowledge receipt of a copy of the included resolution.

Dated at \_\_\_\_\_ am/pm, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_(Names and signatures)

State of Nebraska )

Box Butte County )

I, \_\_\_\_\_ (name), \_\_\_\_\_(job title) for the City of Alliance, Nebraska, hereby certify that I served a copy of the attached resolution on \_\_\_\_\_(construction, reconstruction, maintenance of sidewalk, etc.) by delivering to \_\_\_\_\_ personally a true and correct copy of the attached resolution with all endorsements thereon on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_(Name and signature)

**Sec. 24-22. Exceptions.**

- (a) *Sidewalk exemption boundary.* Within the following boundaries where the streets and sidewalks were platted in a grid pattern, there shall be contiguous sidewalk on the north side of the east-west streets, except when construction, traffic pattern or public safety dictate construction on both sides of the street and/or the south side. The boundary of such exception shall begin at First Street and Cody Avenue, north to Third Street, east to Black Hills Avenue, north on Black Hills Avenue to Eighth Street, west on Eighth Street to Dakota Avenue, north on Dakota Avenue to Tenth Street, east on Tenth Street to the alley between Black Hills Avenue and Platte Avenue, north to Sixteenth Street, east on Sixteenth Street to Box Butte Avenue, south on Box Butte Avenue to Twelfth Street, east on

Twelfth Street to Flack Avenue, south on Flack Avenue to First Street, west on First Street to Cody Avenue. Property owners along the south side of the east-west streets may construct a standard sidewalk if they choose to do so. If a property owner constructs a sidewalk along the south side of an east-west street within this boundary, it must remain in place and be maintained in good repair.

- (b) *Undue hardship.* Building permits will not be issued without the sidewalk construction as part of the project unless in the judgment of the city manager or designee the construction of a sidewalk would place an undue hardship on the requesting property owner. An undue hardship is an adversity not experienced by other property owners within the city. The lack of connecting sidewalks is not a hardship. Property owner may request that the City Council consider an undue hardship on appeal of the decision of the City Manager.

**Sec. 24-23. Types of sidewalk.**

(a) *Commercial sidewalks.*

- (1) Commercial walks may be installed upon any street or avenue within the C-0, C-2, C-3, M-1, M-2, or M-3 zoning districts.
- (2) Commercial walks must be installed and maintained along the following streets or portions thereof:
  - a. West and east sides of Laramie Avenue between Second and Fourth Streets.
  - b. West and east sides of Box Butte Avenue between First and Sixth Streets.
  - c. North side of First Street between Laramie Avenue and Niobrara Avenue.
  - d. South side of Second Street from the west line of Lot 1, Block 28, Original Town, to the east line of Lot 17, Block 27, Original Town.
  - e. North side of Second Street from Laramie Avenue to the east boundary line of Lot 18, Block 22, Original Town.
  - f. South side of Third Street from Toluca Avenue to Niobrara Avenue.
  - g. North side of Third Street from Big Horn Avenue to Niobrara Avenue.
  - h. South side of Fourth Street from the west line of Lot 1, Block 17, Original Town, to Niobrara Avenue.
  - i. North side of Fourth Street from Laramie Avenue to Niobrara Avenue.
  - j. North side of Fifth Street from the west line of Lot 21, County Addition to Niobrara Avenue.
- (3) Where curbs are already installed, commercial walks shall be constructed only with the approval of the city manager or designee.

(b) *Curb sidewalks.* Curb sidewalks shall not be permitted except in the following circumstances:

- (1) If it is replacing an existing curb sidewalk.
- (2) If the property adjacent to the lot already has curb sidewalk.

- 
- (3) In case an area has both standard and curb sidewalk, or some other unusual circumstance, the city manager or designee shall determine the type of sidewalk to be installed.
  - (c) *Standard sidewalks.* Standard sidewalks shall be considered the minimum required sidewalk type. Portions of this Code may allow or require other types of sidewalks.

#### **Sec. 24-24. Construction requirements.**

- (a) *Width.*
  - (1) Curb sidewalks must be at least four feet (4') wide but are limited to a maximum of five feet (5') wide; or it must match the adjacent conforming existing curb sidewalk or standard sidewalk width.
  - (2) Standard sidewalks shall be constructed at least four feet (4') wide but are limited to a maximum of five feet (5') wide unless otherwise allowed; or it must match the conforming standard sidewalk width on the same block.
    - a. Standard walks of six feet (6') in width shall be maintained on the west side of Box Butte Avenue from Sixth Street to Twelfth Street and the east side of Box Butte Avenue from Sixth Street to Tenth Street.
    - b. Schools, museums, and churches may install commercial sidewalks.
- (b) *Thickness.* Sidewalks shall be a full four inches (4") thick except they shall be thickened to a full six inches (6") across driveway entrances.
- (c) *Cross slope.* Cross slope shall be no less than 1:96 but no more than 1:48 upward from the curb side to the property line side. Sidewalk cross slope shall be maintained across driveway entrances.
- (d) *Running slope.* The running slope of a sidewalk shall be no more than 1:20.
- (e) *Exceptions.* After receiving a written statement from the adjacent property owner, the city manager or designee shall be permitted to allow minor variance from (c) and (d) of this section in cases where there are topographic conditions that would prohibit the installation of the sidewalk to code. The written statement shall describe the present conditions in detail and how the exception will not be of detriment to the use of the sidewalk.
- (f) *Permit.* Any person constructing or reconstructing a sidewalk along any street or thoroughfare of the city shall apply for permission and obtain a permit from the city prior to construction in accordance with Section 24-101 -*Permitting* of the City Code of Ordinances.

#### **Sec. 24-25. Maintenance.**

Sidewalks shall be maintained in good repair by the adjacent property owner. The owner of any lot or pieces of land within the corporate limits of the city shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk adjacent to said property.

- (1) The following requirements shall be used as thresholds for initiating sidewalk repair or replacement. Exceeding any threshold listed below shall require replacement or repair of the sidewalk.

- a. Vertical faults. Vertical faults between panels or cracks in the sidewalk shall not exceed one-half inch (1/2").
  - b. Horizontal faults. Horizontal gaps shall be filled or the sidewalk replaced when the gap exceeds one-half inch for those parallel to the direction of travel and three-fourths inches (3/4") for gaps perpendicular to the direction of travel.
  - c. Spalling. Degradation of the sidewalk surface shall not exceed one-half inch depth on fifty percent (50%) or more of a 48 inches by 48 inches section of sidewalk.
  - d. Sidewalk material. All sidewalks shall be either Portland cement concrete or brick; all other materials shall be replaced.
  - e. Obstructions. Items such as curb stops, valve boxes, etc., shall not extend more than one-half inch (1/2") above or below the finished surface of the sidewalk.
  - f. Cross slope. Cross slope shall not be greater than 1:24 and the sidewalk shall not slope towards the property line side.
  - g. Running slope. The running slope of the sidewalk outside any intersection ramps shall be no greater than 1:12.
- (2) *Notification of substandard sidewalk.* The property owner of record shall be sent a notice by certified mail or personally served. The notice shall include the total amount of sidewalk that is in violation of code, the code subsection being violated, and the time frame for sidewalk repair or replacement. If staff is unable to locate the property owner using certified mail or personally serve them the notice, the property shall be posted with a copy of the notice or placed in a newspaper of general circulation in the manner described above.
- (3) *Replacement time.* When directed by City Staff, property owners shall have three (3) months per 75 linear feet of sidewalk identified as substandard to replace said portions of sidewalk, unless directed by the City Council as outlined in Section 24-21 above. The replacement time shall begin after the property owner receives notification from the city or after the notice is posted on the property or in the local newspaper of general circulation. The city manager or designee may grant an extension not to exceed three months per 75 linear feet in cases of inclement weather, unless the property owner has been directed by the City Council to repair, replace, construct, or reconstruct as outlined in Section 24-21 above, in which case only the City Council may grant an extension.

**Sec. 24-26. Failure to construct or maintain.**

In the event that the owner of any lot, lots, or land, abutting on any street, avenue, or part thereof shall fail or refuse to construct, reconstruct, maintain or repair any sidewalk abutting the owner's lot, lots, or land, within the time and in the manner as directed and required herein after receiving due notice to do so, the city council may pass a resolution authorizing the city manager or designee to cause such sidewalk to be constructed, reconstructed, or repaired, and the cost be paid entirely by the property owner of record.

- (1) *Notice of construction.* The property owner shall be personally served or notified by certified mail of the resolution authorizing the city manager or designee to cause such sidewalk to be constructed, reconstructed, or repaired, and that the cost of said work shall be paid entirely by the owner. If staff is unable to notify the property owner using certified mail, the subject property shall be posted with a copy of the notice for no fewer than 14 days, or placed as notice in the local newspaper at least twice, with publishing dates at least one week apart.
- (2) *Construction.* Fourteen (14) days after the property owner's receipt of the notice or fourteen (14) days after the property is initially posted on the property or in the local newspaper and upon a

four-fifths vote of the council in the affirmative requiring construction of sidewalk, the city manager or designee shall cause such sidewalk to be constructed or reconstructed to city standards and upon completion of the sidewalk shall issue an invoice to the property owner payable in two months.

- (3) *Nonpayment.* If the cost of the work is unpaid for two months after such work is completed, the city council may assess the cost of sidewalk construction, reconstruction, or repair against the property by way of assessing it against the property.

#### **Sec. 24-27. Assessment**

- (1) *Notice of assessment.* Fourteen days before levying any assessment against the subject property, the city council shall:
  - a. Publish in a newspaper of general circulation a notice of the intent to levy an assessment on the subject property; the notice shall state at a minimum the assessment amount, the purpose, the date of the completion of the work, the legal description, and the address of the subject property.
  - b. Post a copy of the same notice on the subject property.
  - c. Personally serve or send a copy of the notice by means of certified mail to the last known address of the property owner of record. The last known address shall be that address listed on the current tax rolls at the time such notice was first published.
- (2) *Special Assessment.* All assessments made as referred to herein shall be made and assessed in the following manner: Such assessments shall be made by the city council at any meeting by a resolution fixing the costs of the construction or repair of such work along the lot adjacent thereto as a special assessment thereon, the amount charged against the same, which, with the vote thereon, by “yeas” and “nays” shall be spread at length upon the minutes; and notice of the time of holding such meeting and the purpose for which it is to be held shall be published in a newspaper published in and of general circulation in the city at least fourteen (14) days before the same shall be held, and all such assessments shall be known as “special assessments for improvements” and with the cost of notice shall be levied and collected as a special tax, in addition to the taxes for general revenue purposes, subject to the same penalties and collected in like manner as other city taxes, but that such special assessments shall draw interest at a rate not to exceed the rate of interest specified in Section 45-104.01 R.R.S. Neb., as such may from time to time be adjusted by the Legislature; and the same shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.
- (3) *Filing of lien.* Fourteen days after the notice is posted and the City Council has voted in the affirmative to make a special assessment for improvements against a property where improvements have been made by the city, the city shall file a lien at the Box Butte County Clerk's office against the property adjacent to which the sidewalk was installed.

#### **Sec. 24-28. Snow removal.**

- (1) *Removal.* It shall be the duty of the owner or occupant of every lot or parcel adjacent to a city sidewalk to clean and remove all snow, slush, and ice therefrom within 24 hours after such snow, slush, or ice has fallen, drifted, or accumulated thereon.

- (2) Extent: Removal shall include the entire width and length of the city sidewalk up to the centerline of any adjacent alley, and the portion of sidewalk extending into a street intersection.
- (3) Removal Location. Snow, slush, or ice shall not be moved from any lot, driveway, or adjacent sidewalk into the city street, alley, or onto any neighboring lot, nor shall any snow, slush, or ice be placed in the "sight vision triangle" or on any lot, in such a manner that may interfere with the regular flow of traffic or vision clearance of the roadway as determined by the city manager or designee. Such an offense of any part of this section shall be considered a municipal code violation and may be punishable by a \$100 fine per occurrence. In locations within a central business district zoning designation, where the building adjacent to the city sidewalk is constructed to less than a five foot front or side street setback, snow may be pushed into the street from the city sidewalk provided it is placed there no later than 12 hours after any snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (4) Failure to remove. If, after 24 hours, the lot or parcel owner or occupant has failed to remove any snow, slush, or ice as set out herein, the city manager or designee shall post a notice on the property adjacent to the sidewalk or serve the owner or occupant with a notice requiring the removal of any snow, slush, or ice within 24 hours of the notice posting or their receipt of said served notice. The city manager or designee may cause the sidewalk to be cleared by hiring a contractor or by city employees should the owner fail to comply, with the notice.
- (5) Recovering costs. The city manager shall bill the property owner for all costs incurred clearing the sidewalk. The property owner shall have no more than sixty days to pay their removal costs in full to the city. After nonpayment the city manager may:
  - (a) Levy an assessment against such property in accordance with the procedures set forth in section 24-26 (d); or
  - (b) Recover such costs in a civil action.

**Sec. 24-29. Liability and damages.**

The owner of the lot, lots, or land shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk abutting said property.

**Secs. 24-30—24-40. Reserved.**

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED and APPROVED on \_\_\_\_\_, 2025

\_\_\_\_\_  
John McGhehey, Mayor

Attest:

\_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Firm

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## ARTICLE II. SIDEWALKS

### Sec. 24-21. Required to construct.

- (a) *New construction.* All improvements including but not limited to houses, businesses, structures, and accessory buildings, ~~\$2,500.00 or more in value,~~ shall construct and maintain a sidewalk within the street or streets right-of-way bordering the owner's lot or land, prior to receiving an official certificate of occupancy except as provided hereafter. ~~prior to receiving an official certificate of occupancy.~~
- (b) *Renovation.* All lots or land currently without sidewalks where said lot or land abuts any street, avenue, or part thereof and doing renovation, rehabilitation, or additions to the building or buildings on said lot or land ~~costing \$2,500.00~~ \$500.00 or more, as shown on the application for a building permit, verified by an estimate of costs, shall construct and maintain a sidewalk within the street right-of-way bordering the owner's lot or land, except as provided hereafter.
- ~~(c) *City staff.* City Staff may direct the repair, replacement, or construction of sidewalk as provided for during new construction, renovation, or when maintenance or construction compliance is required as provided for in Section 24-24, Construction requirements and Section 24-25, Maintenance as provided below.~~
- ~~(de) *City council.* The city council may adopt a resolution requiring a sidewalk to be built on any lot, lots, or land currently without buildings, structures, or uses, where the lot, lots, or land are a connector between existing sidewalks on either side of said lot, lots, or land; or on lots that were previously developed with no sidewalk. The property owner of record shall be notified as provided for in this chapter. Sidewalks to be constructed as provided by this article may be ordered by the city council at any time to be laid where sidewalks have not before existed, or where sidewalks have been condemned, or defective or unsafe walks ordered to be repaired by the city council, ~~by a majority vote thereof.~~ Sidewalks shall be ordered by the city council when petitioned for by a majority of the resident owners of property abutting the proposed walk, when no sidewalk exists or when sidewalks have been condemned. If a majority of the resident owners of property abutting the proposed walk have not petitioned the city council to make the improvements, then the city council may order that the improvements be made by a four-fifths (4/5) vote of the council., ~~and a~~ Notice of such order shall be served upon the owner or persons having charge of the premises abutting the proposed walk, in the manner provided for in this article, and in the case of the failure of such owner or person having the premises in charge, to build or repair the walk as so ordered, the city may proceed to rebuild or repair the walk and assess the cost thereof upon the property abutting thereon in the manner provided by the laws of the State. Property owners shall be granted forty-five (45) calendar days to comply with the order of the Council.~~
- ~~(e) *Notice.* Whenever a majority of the Council shall deem it necessary orders that a sidewalk should be constructed, reconstructed, repaired, or widened in front of any lot or piece of ground in the city, including those areas where no sidewalk currently exists, as provided for above.~~

(Ord. No. 2883 , § 1, 5-7-2019)

### Sec. 24-22. Exceptions.

- (a) *Sidewalk exemption boundary.* Within the following boundaries where the streets and sidewalks were platted in a grid pattern, there shall be contiguous sidewalk on the north side of the east-west streets, except when construction, traffic pattern or public safety dictate construction on both sides of the street and/or the

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- (3) In case an area has both standard and curb sidewalk, or some other unusual circumstance, the city manager or designee shall determine the type of sidewalk to be installed.
- (c) *Standard sidewalks.* Standard sidewalks shall be considered the minimum required sidewalk type. Portions of this Code may allow or require other types of sidewalks.

(Ord. No. 2883 , § 1, 5-7-2019)

### Sec. 24-24. Construction requirements.

- (a) *Width.*
- (1) Curb sidewalks must be at least four feet (4') wide but are limited to a maximum of five feet (5') wide; or it must match the adjacent conforming existing curb sidewalk or standard sidewalk width.
  - (2) Standard sidewalks shall be constructed at least four feet (4') wide but are limited to a maximum of five feet (5') wide unless otherwise allowed; or it must match the conforming standard sidewalk width on the same block.
    - a. Standard walks of six feet (6') in width shall be maintained on the west side of Box Butte Avenue from Sixth Street to Twelfth Street and the east side of Box Butte Avenue from Sixth Street to Tenth Street.
    - b. Schools, museums, and churches may install commercial sidewalks.
- (b) *Thickness.* Sidewalks shall be a full four inches (4") thick except they shall be thickened to a full six inches (6") across driveway entrances.
- (c) *Cross slope.* Cross slope shall be no less than 1:96 but no more than 1:48 upward from the curb side to the property line side. Sidewalk cross slope shall be maintained across driveway entrances.
- (d) *Running slope.* The running slope of a sidewalk shall be no more than 1:20.
- (e) *Exceptions.* After receiving a written statement from the adjacent property owner, the city manager or designee shall be permitted to allow minor variance from (c) and (d) of this section in cases where there are topographic conditions that would prohibit the installation of the sidewalk to code. The written statement shall describe the present conditions in detail and how the exception will not be of detriment to the use of the sidewalk.
- (f) *Permit.* Any person constructing or reconstructing a sidewalk along any street or thoroughfare of the city shall apply for permission and obtain a permit from the city prior to construction in accordance with Section 24-101 -Permitting of the City Code of Ordinances.

(Ord. No. 2883 , § 1, 5-7-2019)

### Sec. 24-25. Maintenance.

Sidewalks shall be maintained in good repair by the adjacent property owner. The owner of any lot or pieces of land within the corporate limits of the city shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk adjacent to said property.

- (1) The following requirements shall be used as thresholds for initiating sidewalk repair or replacement. Exceeding any threshold listed below shall require replacement or repair of the sidewalk.
  - a. Vertical faults. Vertical faults between panels or cracks in the sidewalk shall not exceed one-half inch (1/2").

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(Supp. No. 6, Update 2)

Created: 2023-05-16 13:43:49 [EST]

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designee shall cause such sidewalk to be constructed or reconstructed to city standards and upon completion of the sidewalk shall issue an invoice to the property owner payable in two months.

- (3) *Nonpayment.* If the cost of the work is unpaid for two months after such work is completed, the city council may assess the cost of sidewalk construction, reconstruction, or repair against the property by way of assessing it against the property.

~~(4) *Notice of assessment.* Fourteen days before levying any assessment against the subject property, the city council shall:~~

~~a. Publish in a newspaper of general circulation a notice of the intent to levy an assessment on the subject property; the notice shall state at a minimum the assessment amount, the purpose, the date of the completion of the work, the legal description, and the address of the subject property.~~

~~b. Post a copy of the same notice on the subject property.~~

~~c. Personally serve or send a copy of the notice by means of certified mail to the last known address of the property owner of record. The last known address shall be that address listed on the current tax rolls at the time such notice was first published.~~

~~(5) *Filing of lien.* Fourteen days after the notice is posted, the city shall file a lien at the Box Butte County Clerk's office against the property adjacent to which the sidewalk was installed.~~

(Ord. No. 2883 , § 1, 5-7-2019)

### **Sec. 24-27. Assessment**

(1) *Notice of assessment.* Fourteen days before levying any assessment against the subject property, the city council shall:

a. Publish in a newspaper of general circulation a notice of the intent to levy an assessment on the subject property; the notice shall state at a minimum the assessment amount, the purpose, the date of the completion of the work, the legal description, and the address of the subject property.

b. Post a copy of the same notice on the subject property.

c. Personally serve or send a copy of the notice by means of certified mail to the last known address of the property owner of record. The last known address shall be that address listed on the current tax rolls at the time such notice was first published.

(2) *Special Assessment.* All assessments made as referred to herein shall be made and assessed in the following manner: Such assessments shall be made by the city council at any meeting by a resolution fixing the costs of the construction or repair of such work along the lot adjacent thereto as a special assessment thereon, the amount charged against the same, which, with the vote thereon, by "yeas" and "nays" shall be spread at length upon the minutes; and notice of the time of holding such meeting and the purpose for which it is to be held shall be published in a newspaper published in and of general circulation in the city at least fourteen (14) days before the same shall be held, and all such assessments shall be known as "special assessments for improvements" and with the cost of notice shall be levied and collected as a special tax, in addition to the taxes for general revenue purposes, subject to the same penalties and collected in like manner as other city taxes, but that such special assessments shall draw interest at a rate not to exceed the rate of interest specified in Section 45-104.01 R.R.S. Neb., ~~And~~ as such may from time to time be adjusted by the Legislature; and the same shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

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within 24 hours of the notice posting or their receipt of said served notice. The city manager or designee may cause the sidewalk to be cleared by hiring a contractor or by city employees should the owner fail to comply, with the notice.

(5) Recovering costs. The city manager shall bill the property owner for all costs incurred clearing the sidewalk. The property owner shall have no more than sixty days to pay their removal costs in full to the city. After nonpayment the city manager may:

(a) Levy an assessment against such property in accordance with the procedures set forth in section 24-26 (d); or

(b) Recover such costs in a civil action.

(Ord. No. 2983, §1, 11-19-2024)

**Sec. 24-~~2829~~. Liability and damages.**

The owner of the lot, lots, or land shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk abutting said property.

(Ord. No. 2883 , § 1, 5-7-2019)

**Secs. 24-~~2930~~—24-40. Reserved.**



Building the Best Hometown in America ©

# City of Alliance Application for City Board

Please return your completed Application to the City Clerk's Office, 324 Laramie Avenue. Applications are kept on file for 18 months unless reactivated by you. Thank you for your interest in serving your neighbors and aiding us with "Building the Best Hometown in America."®

Name: Matthew R Mashburn Home/Work Number: \_\_\_\_\_

Email Address: mattburn1@hotmail.com Cell phone Number: (308) 760-7975

Address: 1304 Sheridan Ave, Alliance NE 69301

Employer: BNSF

I am available to serve my community and would prefer to serve on the following Boards:

- 1) Community Redevelopment Authority
- 2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:

I have lived in Alliance my whole life and see that we need growth. Alliance needs to create economic and housing growth.

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

I have been involved with rental property for the past 20 yrs.

Please list two personal references we may contact on your behalf:

Name: Ted Robinson

Name: Jock Farris

Address: \_\_\_\_\_

Address: \_\_\_\_\_

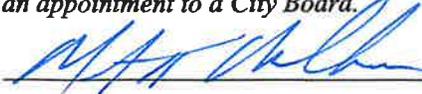
Phone: (308) 760-2496

Phone: (308) 629-7150

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.*

Signature: 

Date: 2/17/2025

### 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