

# Council Meetings

## April 1, 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  
April 1, 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

Cemetery Certificate

Resolution No. 25-38 – Airport Runway Seal Coat Project Certificate of Completion

Resolution No. 25-39 – Airport Layout Plan Consultant Agreement

Resolution No. 25-40 – Airport Layout Plan

Resolution No. 25-41 – Immediate Family Member Hiring Approval - Mark Palmer

Resolution No. 25-42 – Immediate Family Member Hiring Approval – Reese Armstrong

Resolution No. 25-43 – Corrected NDOT Maintenance Agreement

Resolution No. 25-44 – CCCFF Grant Closeout

**B. Ordinance No. 2999 – First Reading – Westco Annexation**

Ordinance No. 2999 is before the Council on first reading for the Annexation Petition from (Westco) Jirdon Agri-Chemicals, Inc. The Petitioner requests a 14.99-acre Tract of Land in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, to be incorporated within limits of the City of Alliance.

**C. Resolution No. 25-45 – Alliance Housing Authority Request - PILOT**

Resolution No. 25-45 which will approve waiving the payment in lieu taxes in the amount of \$11,528.79 by fifty percent with the waived funds (\$5,764.39) to be placed in a separate account of the Alliance Housing Authority for the purchase of playground equipment for their Lakefield Addition Property.

**D. Audit Presentation**

Joe Stump of AMGL, P.C. will present the review of the City of Alliance's Audit of the Financial Statement for the period October 1, 2023 through September 30, 2024.

**E. Board Appointment**

An application was submitted by Annora Bentley to serve on the Golf Advisory Board with her term ending December 31, 2028.

- **Motion to Adjourn**

**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

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 – April 1, 2025

1. Approval: Minutes of the Regular Meeting, March 18, 2025.
2. Approval: Payroll from March 21, 2025 in the total amount of \$268,122.08.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$1,308,406.70.
4. Approval: Cemetery Certificates for Osborn, Gary W. & Linda D.
5. Approval: Resolution No. 25-38 which will authorize the execution of the Certificate of Completion and Release form for the Seal Coat Runway 12/30 and Runway 8/26 Project.
6. Approval: Resolution No. 25-39 which will authorize City of Alliance to enter into a Consultant Agreement with H.W. Lochner, Inc. for Project No. 3-31-0003-029-2025 (PO1) for the purpose of drafting and completing an Airport Layout Plan with narrative report.
7. Approval: Resolution No. 25-40 which will authorize the City of Alliance to enter into an Agency Agreement with the Nebraska Department of Transportation – Division of Aeronautics for Grant Project No. 3-31-0003-029-2025 (PO1).
8. Approval: Resolution No. 25-41 which will authorize the hiring of Golf Pro Jerad Palmer's father to work at SkyView Golf Course as a seasonal employee.
9. Approval: Resolution No. 25-42 which will authorize the hiring of Pool Manager Erin Armstrong's daughter to work at Big Blue Bay as a seasonal employee.
10. Approval: Resolution No. 25-43 which will authorize the Mayor to execute the corrected Maintenance Agreement No. 3 for the calendar year 2025, for and on behalf of the City of Alliance with Nebraska Department Transportation.
11. Approval: Resolution No. 25-44 which will authorize the Mayor to sign and submit a letter stating that the project of Alliance City Hall Recreation Center planning grant through the Nebraska Department of Economic Development's Civic and Community Center Financing Fund is complete and requesting final payment.

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.

March 18, 2025

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, MARCH 18, 2025

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

The Alliance City Council met in a Regular Meeting, March 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 March 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 had also 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 March 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, City Attorney Selzer and Recording Secretary Ammie Bedient.

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

**CONSENT CALENDAR – March 18, 2025**

1. Approval: Minutes of the Regular Meeting, March 4, 2025.
2. Approval: Payroll from March 7, 2025 in the total amount of \$386,841.76.
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; \$696,418.25.
4. Approval: Resolution No. 25-34 which will approve the interim inter-department loan to the Airport be extended through September 30, 2025 at a revised rate of 4.30%.

March 18, 2025

5. Approval: Resolution No. 25-35 which will authorize the purchase of a 24-foot snow plow assembly from MacQueen Equipment in the amount of \$76,222.00 from Capital Outlay-Machine, Equipment # 22-41-43-59-950 in the amount of \$70,000 and a budget transfer from Runway Rejuvenation # 22-41-43-56-911 in the amount of \$6,222.

NOTE: City Manager Sorensen and City Treasurer Baker have reviewed these expenditures and to the best of their knowledge confirm that they are within budgeted appropriations to this point in the fiscal year.

Any item listed on the Consent Calendar may, by the request of any single Council Member, be considered as a separate item in the Regular Agenda.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The first item on the agenda for Council were the Conflicts Claims of Mayor McGhehey, Councilman Turman and Councilman Weisgerber for travel and meal reimbursement while attending the Mid-Winter League Conference in Lincoln, NE, February 24<sup>th</sup> – 25<sup>th</sup>.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Liptack to approve the reimbursement of \$528.65 to Mayor McGhehey.

Roll call vote with the following results:

Voting Aye: Mashburn, Liptack, Weisgerber and Turman.

Voting Nay: None.

Abstaining: McGhehey.

Motion carried.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Liptack to approve the reimbursement of \$517.00 to Councilman Turman.

Roll call vote with the following results:

Voting Aye: Weisgerber, Liptack, Mashburn and McGhehey.

Voting Nay: None.

March 18, 2025

Abstaining: Turman.

Motion carried.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Liptack to approve the reimbursement of \$491.78 to Councilman Weisgerber.

Roll call vote with the following results:

Voting Aye: Liptack, Turman, Mashburn and McGhehey.

Voting Nay: None.

Abstaining: Weisgerber.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-36 which will accept and authorize the City of Alliance and the Box Butte County to enter into a service agreement for the assumption of responsibilities and operations of dispatch services for the Box Butte County Sheriff's Department.

A motion was made by Councilman Liptack, seconded by Councilman Turman to approve Resolution No. 25-36. Which follows in its entirety:

RESOLUTION NO. 25-36

*WHEREAS*, The City of Alliance Police Department and dispatch services operate at 512 Niobrara Avenue in conjunction with the Box Butte County Sheriff's Office; and

*WHEREAS*, The Box Butte County Sheriff's Department has requested the City of Alliance assume the responsibilities and operation of dispatch services for the Box Butte County Sherriff; and

*WHEREAS*, City staff is recommending the City accept the responsibilities and a Dispatch Service Agreement has been prepared outlining the parameters for both parties; and

*WHEREAS*, City Council believes it is in the best interest of the community for the Alliance Police Department to assume the responsibilities and operations of dispatch services for the Box Butte County Sheriff.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Service Agreement with Box Butte County for the assumption of responsibilities and operation of dispatch services.

Councilman Liptack had questions for Police Chief Leavitt regarding this agreement.

March 18, 2025

Police Chief Leavitt came before the Council answering Councilman Liptack's questions regarding the agreement.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-37 which will authorize the City to provide financial support up to \$234,941 and the submittal of the City of Alliance Public Transit Grant Renewal to the Nebraska Department of Transportation for an additional two years. The following information was provided:

**[RESOLUTION – PUBLIC TRANSIT SUPPORT AND GRANT APPLICATION**

The City of Alliance has been providing intra-city public transportation since 2015 when it took over service from another provider. The City then applied for a grant in its own name in 2016, which it received, and has received every year since. APT provided 24,210 rides in 2024.

It is time to submit our grant application for the next two-year cycle (2025-2027). Anticipated local match support for the current Public Transit program for 2025-2027 (\$234,941) shows an overall 14% increase from 2023-2025 (\$205,525). The amount of \$234,941 consists of contributions from Box Butte General Hospital in the amount of \$15,000 for FY25-26; the remainder coming from the City of Alliance, with hopes that BBGH will be able to contribute again in FY26-27. Local match is combined with State funds in the amount of \$222,066 and Federal funds in the amount of \$791,544 (both over a two year period).

The public comment period was from March 5, 2025 to March 15, 2025, with no written responses received.

The new grant application will be for a two-year funding cycle and is due by March 21, 2025. If awarded, the new cycle would begin July 1, 2025. The resolution includes commitment by the City of Alliance up to \$219,941 for the next two years of operations.

Historical Data with projection of costs for the upcoming cycle:

Category	2019-2021	2021-2023	2023-2025	2025-2027
Anticipated Cost	715,900	802,400	1,039,900	1,248,550
Local Share	138,655	157,580	205,525	234,941
State Share	138,655	157,580	205,525	222,066
Federal Share	438,590	487,240	628,850	791,544

March 18, 2025

It is anticipated that an additional driver will be required in 2027 and again in 2029 to accommodate increasing ridership.

**RECOMMENDATION: APPROVE RESOLUTION ESTABLISHING PUBLIC TRANSIT FUNDING AND AUTHORIZING THE MAYOR TO SIGN TRANSIT GRANT APPLICATION FORMS.]**

A motion was made by Councilman Turman, seconded by Vice Mayor Mashburn to approve Resolution No. 25-37. Which follows in its entirety:

**RESOLUTION NO. 25-37**

*WHEREAS*, The City of Alliance desires to prepare a Proposal (application) for a two year period with the Nebraska Department of Roads for the City of Alliance Public Transit Program; and

*WHEREAS*, The Proposal will be in the name of the City of Alliance and under the City of Alliance tax identification; and

*WHEREAS*, The Transit Program requires local financial support and the City has obtained and continues to seek additional financial commitments from other entities for the program; and

*WHEREAS*, The City of Alliance will commit to providing up to \$234,941 in financial support of the transit program for two years; and

*WHEREAS*, City Council believes that continuing the public transportation services is in the best interest of the citizens of Alliance.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance prepare a Proposal for the City of Alliance Public Transit Program for a two-year period for submittal to the Nebraska Department of Roads.

*BE IT FURTHER RESOLVED* that the City of Alliance provide within the Proposal (application) a Financial Support Letter for \$234,941 for two years for the operation of the City of Alliance Public Transit Program.

*BE IT FURTHER RESOLVED* that the Mayor is authorized to accept the grant on behalf of the City of Alliance and sign the related documentation and certifications should the City be awarded the program.

Councilman Weisgerber asked when current grant expires.

City Manager Sorensen answered Councilman Weisgerber's question with the current grant expires at the end of May.

March 18, 2025

Mayor McGhehey gave the citizens of the City of Alliance clarification of the grant and reassurance the program is not going away.

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 Ordinance No. 2997 which will accept and amend the City of Alliance Municipal Code Section 2, titled *Donations*.

A motion was made by Councilman Weisgerber, seconded by Councilman Turman to approve the third reading of Ordinance No. 2997. Recording Secretary Bedient read the ordinance by titled 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.
- (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.*

March 18, 2025

- 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.

March 18, 2025

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: Weisgerber, Liptack, Turman, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

Mayor McGhehey stated, “the passage and adoption of Ordinance No. 2997 has concurred by majority of all members elected to the Council, I declare it passed, adopted and order it published.”

- The last matter before Council was Board Appointment.

A motion was made by Councilman Liptack, seconded by Vice Mayor Mashburn to appoint Christina Yates to serve on the Community Redevelopment Authority with her term ending January 31, 2026.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the March 18, 2025 City Council Meeting at 7:16 p.m.

(SEAL)

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John McGhehey, Mayor

---

Shelbi C. Pitt, City Clerk

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **3/21/2025**

**GROSS PAYROLL**

\$ 237,620.82

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 13,956.67	
MEDICARE	\$ 3,473.15	
POLICE PENSION - PRINCIPAL	\$ 2,577.34	
FIRE PENSION - PRINCIPAL	\$ 1,984.26	
GENERAL PENSION - PRINCIPAL	\$ 8,181.96	
MISSION SQUARE PENSION	\$ 327.88	
H S A SANDHILLS STATE BANK	\$ 0.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 0.00	
TOTAL BENEFITS		\$ 30,501.26

**TOTAL PAYROLL COSTS**

**\$ 268,122.08**

CITY CLERK - SHELBI PITT

\$ 250,801.01 Total  
-\$ 1,984.26 FIRER  
-\$ 4,824.21 GENER  
-\$ 3,357.75 OPTER  
-\$ 2,577.34 POLER  
-\$ 327.88 CIER  
-\$ 108.75 VEHIC

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\$ 237,620.82

HSA  
\$ 13,956.67 FICA (SS)  
\$ 3,473.15 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>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - POOL	FEBRUARY-25	03/18/2025	.00	
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	FEBRUARY-25	03/18/2025	15.63	03/18/2025
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	FEBRUARY-25	03/18/2025	.00	
Total :				15.63	
Total :				15.63	
<b>01-00-00-38-889 Long and Short</b>	General Fund	General Fund Revenues			
AMY WAGNER - PETTY CASH	PETTY CASH OVER	757406	03/24/2025	.25-	
Total General Fund Revenues:				.25-	
Total :				.25-	
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	MARRIOTT CORNHUSKER-MIDWIN	PITT 02/25	03/12/2025	36.67	03/25/2025
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	MILLER TIME BAR--MIDWINTER CO	PITT 02/25	03/12/2025	26.43	03/25/2025
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	LEAGUE OF NEBRASKA MUNI-MID	PITT 02/25	03/12/2025	950.00	03/25/2025
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	MILLER TIME BAR-MIDWINTER CO	PITT 02/25	03/12/2025	29.10	03/25/2025
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	MARRIOTT CORNHUSKER-MIDWIN	PITT 02/25	03/12/2025	58.92	03/25/2025
Total City Council:				1,101.12	
Total City Council:				1,101.12	
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	UBER EATS-MIDWINTER CONF ME	PITT 02/25	03/12/2025	41.40	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	STARBUCKS-MIDWINTER CONF ME	PITT 02/25	03/12/2025	9.55	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	CASEYS-MIDWINTER CONF GAS	PITT 02/25	03/12/2025	47.07	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	SONIC DRIVE IN-MIDWINTER CONF	PITT 02/25	03/12/2025	8.58	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	MAVERICK-MIDWINTER CONF GAS	PITT 02/25	03/12/2025	50.95	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	MARRIOTT CORNHUSKER-MIDWIN	PITT 02/25	03/12/2025	18.24	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	UBER EATS-MIDWINTER CONF ME	PITT 02/25	03/12/2025	23.25	03/25/2025
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	MAVERICK-MIDWINTER CONF GAS	PITT 02/25	03/12/2025	60.86	03/25/2025
<b>01-11-11-44-421 Membership Dues</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	IIMC-CLERK DUTIES	PITT 02/25	03/12/2025	195.00	03/25/2025

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	757401	02/26/2025	17.85	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	757400	02/26/2025	8.49	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	AMAZON-OFFICE SUPPLIES	PITT 02/25	03/12/2025	243.74	03/25/2025
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	AMAZON-OFFICE SUPPLIES	PITT 02/25	03/12/2025	154.93	03/25/2025
Total City Administration:				879.91	
Total City Administration:				879.91	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	17513	03/20/2025	60.00	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
AH DATA/TYTICS	Data dashboard Update	INV-0524	03/17/2025	10,000.00	
<b>01-31-31-44-444 Natural Gas</b>	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	MARCH 2025	03/24/2025	82.39	
<b>01-31-31-45-511 Office Supplies</b>	General Fund	Police Administration	Police Department		
NEBRASKA PRINTWORKS LLC	#10 ENVELOPES	58663	03/12/2025	197.43	
<b>01-31-31-45-511 Office Supplies</b>	General Fund	Police Administration	Police Department		
STAPLES	COPY PAPER - POLICE	757397	03/18/2025	103.62	
Total Police Administration:				10,443.44	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
PUBLIC AGENCY TRAINING COUNC	EVIDENCE TRNG CHRISTINE LOPE	9557	03/20/2025	350.00	
<b>01-31-32-43-341 Medical Services</b>	General Fund	Police Operations	Police Department		
MARK CHU, M.D.	MEDICAL DIRECTOR	APR-25	04/01/2025	1,000.00	
<b>01-31-32-43-379 Other Contract Operating Svcs</b>	General Fund	Police Operations	Police Department		
AMY WAGNER - PETTY CASH	CASH FOR TITLES-POLICE	757406	03/24/2025	30.00	
<b>01-31-32-44-436 Mail, Delivery Services</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	USPS-POLICE DEPT CERT MAILING	PITT 02/25	03/12/2025	38.72	03/25/2025
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	Unit #121 REPLACE REAR BRAKE P	71184	03/11/2025	231.36	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Police Operations	Police Department		
RED BEARD GARAGE	TOWING TO IMPOUND LOT	11818	03/17/2025	175.00	
<b>01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	General Fund	Police Operations	Police Department		
WESTCO	UNIT #108 TIRES	167304	03/10/2025	191.00	
<b>01-31-32-59-960 Capital Outlay-Vehicles</b>	General Fund	Police Operations	Police Department		
AMY WAGNER - PETTY CASH	VEHICLE TITLE INSPECTION	757406	03/24/2025	10.00	
<b>01-31-32-59-960 Capital Outlay-Vehicles</b>	General Fund	Police Operations	Police Department		
JASON NELSON	Unit 104 Radar Installs	14496	02/12/2025	19,571.70	
<b>01-31-32-59-960 Capital Outlay-Vehicles</b>	General Fund	Police Operations	Police Department		
JASON NELSON	Unit 105 Radar Installs	14697	02/20/2025	19,571.70	
Total Police Operations:				41,169.48	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1470210	03/12/2025	258.00	
<b>01-31-33-44-452 Long Distance Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	91388248	728637642	03/16/2025	499.04	
<b>01-31-33-44-453 Modem Operating Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	333847273	757395	02/28/2025	87.71	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Support Services:				844.75	
<b>01-31-34-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Animal Control	Police Department		
JACK'S REFRIGERATION INC	ANIMAL SHELTER MARCH PM	67830	03/12/2025	82.10	
Total Animal Control:				82.10	
Total Police Department:				52,539.77	
<b>01-37-37-42-244 Volunteer Medical Services</b>	General Fund	Firefighting	Fire Department		
AMY WAGNER - PETTY CASH	FIREMANS PHYSICAL	757406	03/24/2025	50.00	
<b>01-37-37-42-294 Conferences, Cont Education</b>	General Fund	Firefighting	Fire Department		
THE CORNHUSKER/MARRIOTT HO	CONFERENCES	757392	02/25/2025	209.00	
<b>01-37-37-44-444 Natural Gas</b>	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	2290 8652 37	MARCH 2025	03/24/2025	469.90	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	TELEPHONE LINE EXPENSE	176247201031	03/14/2025	55.10	
<b>01-37-37-44-479 CNTSVC Other</b>	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	TOWELS/MOPS	11263053	03/13/2025	46.51	
<b>01-37-37-45-511 Office Supplies</b>	General Fund	Firefighting	Fire Department		
STAPLES	COPY PAPER - FIRE	757397	03/18/2025	69.08	
<b>01-37-37-45-533 Bunker Gear</b>	General Fund	Firefighting	Fire Department		
FYR-TEK INC	VALKYRIE COATS/PANTS	20313-9	03/15/2025	11,917.15	
Total Firefighting:				12,816.74	
<b>01-37-38-43-341 Medical Services</b>	General Fund	Ambulance	Fire Department		
MARK CHU, M.D.	MEDICAL DIRECTOR	APR-25	04/01/2025	1,000.00	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85692678	03/11/2025	763.77	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85692679	03/11/2025	531.94	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85697634	03/14/2025	158.00	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757386	03/13/2025	150.90	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	TEST STRIPS	1579459	03/11/2025	200.08	
Total Ambulance:				2,804.69	
Total Fire Department:				15,621.43	
<b>01-41-44-44-444 Natural Gas - Facility Maint</b>	General Fund	Facility Maintenance	Public Works		
BLACK HILLS ENERGY	8514 7540 93	MARCH 2025	03/24/2025	46.65	
Total Facility Maintenance:				46.65	
<b>01-41-46-43-373 Contract Custodial Services</b>	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS/MATS	11262579	03/11/2025	190.51	
<b>01-41-46-44-444 Natural Gas</b>	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	8314 2036 34	MARCH 2025	03/24/2025	550.54	
<b>01-41-46-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Municipal Building	Public Works		
JACK'S REFRIGERATION INC	PLANNED MAINTENANCE	67822	03/12/2025	1,351.43	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BERNIES ACE HARDWARE	LED BULBS	315442	03/20/2025	22.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-41-46-59-960 Capital Outlay-Vehicles</b>	General Fund	Municipal Building	Public Works		
AMY WAGNER - PETTY CASH	CASH FOR TITLE-MUNI BLDG	757406	03/24/2025	10.00	
Total Municipal Building:				2,125.47	
Total Public Works:				2,172.12	
<b>01-61-60-44-431 Legal, Public Notices</b>	General Fund	Community Development	Community Develop		
ALLIANCE TIMES HERALD	PUBLIC NOTICES	757398	02/26/2025	13.58	
<b>01-61-60-44-431 Legal, Public Notices</b>	General Fund	Community Development	Community Develop		
ALLIANCE TIMES HERALD	PUBLIC NOTICES	757399	02/26/2025	8.49	
Total Community Development:				22.07	
<b>01-61-63-45-556 Equip Parts-Veh, Mach, Equip</b>	General Fund	Nuisance Abatement	Community Develop		
WOLF FORD OF ALLIANCE	HARD SHIFT 2013 FORD F150	56812	03/18/2025	212.52	
Total Nuisance Abatement:				212.52	
Total Community Development:				234.59	
<b>01-71-71-43-371 Contract Grounds Maintenance</b>	General Fund	Parks	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	LANDSCAPE MAINTENANCE	757404	03/25/2025	3,700.00	
<b>01-71-71-43-373 Contract Custodial Services</b>	General Fund	Parks	Cultural and Leisure		
REGION 1 OHD	JANITORIAL SERVICES	4251042	02/28/2025	142.50	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8316 6747 88	MARCH 2025	03/24/2025	2,107.48	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8650 1637 80	MARCH 2025	03/24/2025	359.21	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	1529 6736 12	MARCH 2025	03/24/2025	187.61	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	4303 0966 09	MARCH 2025	03/24/2025	177.32	
<b>01-71-71-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	General Fund	Parks	Cultural and Leisure		
KAISER TIRE	TIRE REPAIR	16860	03/10/2025	20.00	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51409988	03/10/2025	16.32	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51408299	03/04/2025	17.99	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51409988	03/10/2025	4.78	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51412758	03/18/2025	62.07	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51408177	03/04/2025	34.56	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51413278	03/20/2025	2.84	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	315192	03/13/2025	23.97	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	315170	03/12/2025	32.67	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	315181	03/13/2025	6.85	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	315181	03/13/2025	1.14	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	IRRIGATION	51410958	03/13/2025	14.74	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Parks:				6,912.05	
<b>01-71-72-44-444 Natural Gas</b>	General Fund	Senior Center	Cultural and Leisure		
BLACK HILLS ENERGY	8177 7736 40	MARCH 2025	03/24/2025	151.66	
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Senior Center	Cultural and Leisure		
PRESTO-X	PEST CONTROL	74603220	03/19/2025	96.80	
Total Senior Center:				248.46	
<b>01-71-74-45-526 Other Supplies</b>	General Fund	Cemetery	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51409174	03/07/2025	29.98	
<b>01-71-74-45-526 Other Supplies</b>	General Fund	Cemetery	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	28098/1	03/13/2025	17.98	
Total Cemetery:				47.96	
<b>01-71-75-44-444 Natural Gas</b>	General Fund	Swimming Pool	Cultural and Leisure		
BLACK HILLS ENERGY	4332 1963 21	MARCH 2025	03/24/2025	45.43	
Total Swimming Pool:				45.43	
<b>01-71-76-44-479 CNTSVC Other</b>	General Fund	Knight Museum	Cultural and Leisure		
EAKES INC	QUARTERLY COPY CHARGE	INV633061	03/12/2025	174.99	
<b>01-71-76-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Knight Museum	Cultural and Leisure		
GERING VALLEY PLUMBING & HEA	KNIGHT MUSEUM HVAC	78012702	02/06/2025	119.00	
<b>01-71-76-45-511 Office Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
STAPLES	COPY PAPER - MUSEUM	757397	03/18/2025	138.16	
<b>01-71-76-45-561 Bldg Maintenance Material</b>	General Fund	Knight Museum	Cultural and Leisure		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	315422	03/19/2025	12.80	
<b>01-71-76-45-561 Bldg Maintenance Material</b>	General Fund	Knight Museum	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	28067/1	03/11/2025	26.99	
<b>01-71-76-45-563 Cleaning Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11262115	03/06/2025	42.62	
<b>01-71-76-45-563 Cleaning Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11262126	03/06/2025	34.70	
Total Knight Museum:				549.26	
<b>01-71-77-44-431 Legal, Public Notices</b>	General Fund	Library	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	757403	03/05/2025	4.67	
<b>01-71-77-44-444 Natural Gas</b>	General Fund	Library	Cultural and Leisure		
BLACK HILLS ENERGY	8075 2560 61	MARCH 2025	03/24/2025	3,584.10	
Total Library:				3,588.77	
Total Cultural and Leisure Services:				11,391.93	
<b>01-79-79-42-413 Other Rents</b>	General Fund	Marketing	Culture and Leisure		
BRADLEY D PETERSEN	CARHENGGE BILLBOARD LEASE	757387	03/17/2025	800.00	
<b>01-79-79-44-433 Other Advertising Services</b>	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	28101	03/05/2025	553.00	
<b>01-79-79-44-479 CNTSVC Other</b>	General Fund	Marketing	Culture and Leisure		
CARNEGIE ARTS CENTER	3RD PARTY TOURISM SERVICES	757388	03/17/2025	6,283.33	
<b>01-79-79-44-479 CNTSVC Other</b>	General Fund	Marketing	Culture and Leisure		
PREMIER PYROTECHNICS, INC.	FIREWORKS DEPOSIT	0019880	03/12/2025	7,000.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Marketing:				14,636.33	
<b>01-79-80-44-441 Electricity</b>	General Fund	Carhenge	Culture and Leisure		
PREMA	ELECTRICITY	757390	02/01/2025	400.00	
<b>01-79-80-44-441 Electricity</b>	General Fund	Carhenge	Culture and Leisure		
PREMA	ELECTRICITY	757390	02/01/2025	1.85	
<b>01-79-80-44-451 Telephone Line Expense</b>	General Fund	Carhenge	Culture and Leisure		
QWEST - SEATTLE	333760791	757393	02/25/2025	43.78	
<b>01-79-80-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Carhenge	Culture and Leisure		
HANSEN'S LOCKSMITHING	KEYS FOR CARHENG	8283	03/10/2025	18.00	
Total Carhenge:				463.63	
Total Culture and Leisure Services:				15,099.96	
Total General Fund:				99,056.21	
<b>Electric Fund</b>					
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Perch Guard	930050078	03/19/2025	668.76	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
CONTRACTORS MATERIALS INC	PAINT	257998	03/14/2025	147.60	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	Tie Wraplock WTF0200 #4	S014206053.0	03/12/2025	802.50	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	Eye Nut 5/8"	S014193125.0	03/07/2025	304.95	
<b>05-0000-23321 Sales Tax Payable</b>	Electric Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ELEC	FEBRUARY-25	03/18/2025	63,950.46	03/18/2025
Total :				65,874.27	
Total :				65,874.27	
<b>05-51-50-44-421 Membership Dues</b>	Electric Fund	Administration	Utility Superintenden		
MEAN	Purchased Power	308478	03/11/2025	3,960.00	
<b>05-51-50-44-423 Database Subscriptions</b>	Electric Fund	Administration	Utility Superintenden		
LANDIS+GYR TECHNOLOGY INC	PWRCNTR-SAAS	90407767	03/11/2025	736.92	
<b>05-51-50-44-425 Employment Required Licenses</b>	Electric Fund	Administration	Utility Superintenden		
WHISPER COLEMAN - PETTY CASH	CDL RENEWAL/STATE TRANSFER	757409	03/24/2025	31.00	
<b>05-51-50-44-444 Natural Gas</b>	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	7098 7521 63	MARCH 2025	03/24/2025	1,645.85	
Total Administration:				6,373.77	
<b>05-51-52-43-331 Professional Engineering Svcs</b>	Electric Fund	Transmission	Utility Superintenden		
RVW INC	NEALNC-MISC PROJECTS & REPO	17042	02/28/2025	306.00	
<b>05-51-52-46-691 Purchased Power-WAPA</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WAPA	308341	03/11/2025	77,007.76	
<b>05-51-52-46-692 Purchased Power-Mean</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	308341	03/11/2025	615,435.78	
<b>05-51-52-46-693 Purchased Power-Wind Gen</b>	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WIND	308341	03/11/2025	26,643.96	
Total Transmission:				719,393.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-44-423 Database Subscriptions</b> VELOCITYEHS INC	Electric Fund CHEMICAL MANAGEMENT SUBSCR	Urban Distribution 327422	Utility Superintenden 02/28/2025	3,990.49	
<b>05-51-53-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALTEC INDUSTRIES INC	Electric Fund DOT INSPECTION #405	Urban Distribution 51623558	Utility Superintenden 03/12/2025	1,574.99	
<b>05-51-53-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALTEC INDUSTRIES INC	Electric Fund DOT INSPECTION #411	Urban Distribution 51623540	Utility Superintenden 03/12/2025	1,225.37	
<b>05-51-53-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALTEC INDUSTRIES INC	Electric Fund PM INSPECTION, DIELECTRIC TES	Urban Distribution 51622982	Utility Superintenden 03/11/2025	1,775.76	
<b>05-51-53-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALTEC INDUSTRIES INC	Electric Fund DOT INSPECTION #402	Urban Distribution 51623539	Utility Superintenden 03/12/2025	1,594.13	
<b>05-51-53-44-485 NRCNTSVC-Tree Trimming</b> PANHANDLE TREE SERVICE	Electric Fund TREE TRIMMING/LINE CLEARING	Urban Distribution 757408	Utility Superintenden 03/25/2025	4,500.00	
<b>05-51-53-44-485 NRCNTSVC-Tree Trimming</b> PANHANDLE TREE SERVICE	Electric Fund ALLO/CHARTER	Urban Distribution 757408	Utility Superintenden 03/25/2025	3,000.00	
<b>05-51-53-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> ALTEC INDUSTRIES INC	Electric Fund HOSE/FITTING/LABOR	Urban Distribution 51625323	Utility Superintenden 03/14/2025	342.86	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund TOOLS	Urban Distribution 51411522	Utility Superintenden 03/14/2025	44.90	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund TOOLS	Urban Distribution 51411479	Utility Superintenden 03/14/2025	10.14	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund TOOLS	Urban Distribution 51413333	Utility Superintenden 03/20/2025	18.81	
<b>05-51-53-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Electric Fund TOOLS	Urban Distribution 28115/1	Utility Superintenden 03/14/2025	33.57	
<b>05-51-53-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund FRAMING HAMMER	Urban Distribution 8678798	Utility Superintenden 03/19/2025	38.51	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 8670484	Utility Superintenden 03/13/2025	53.53	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 8675999	Utility Superintenden 03/17/2025	10.96	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 8670484	Utility Superintenden 03/13/2025	21.12	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund VEH.PARTS	Urban Distribution 2723-507191	Utility Superintenden 03/11/2025	8.09	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund VEH.PARTS	Urban Distribution 2723-507912	Utility Superintenden 03/21/2025	86.84	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund #412 AIR FILTER	Urban Distribution 2723-507072	Utility Superintenden 03/10/2025	50.81	
<b>05-51-53-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 315189	Utility Superintenden 03/13/2025	28.48	
<b>05-51-53-46-651 Electric Overhead Material</b> STUART C. IRBY CO	Electric Fund 1-3/8 RND WASHER	Urban Distribution S014193435.0	Utility Superintenden 03/03/2025	321.00	
<b>05-51-53-46-659 Other Electric Commodities</b> STUART C. IRBY CO	Electric Fund 8 x 8 TWISTTARP	Urban Distribution S014201306.0	Utility Superintenden 03/13/2025	406.60	
Total Urban Distribution:				19,136.96	
<b>05-51-54-46-651 Electric Overhead Material</b> ACKERMAN AG SERVICE	Electric Fund CREOSOTE POSTS	Rural Line Dist and Maint 81197	Utility Superintenden 03/17/2025	17.25	
<b>05-51-54-53-948 Rural Rebuilds</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund WEATHERPROOF CONDUIT HUB	Rural Line Dist and Maint S513103290.0	Utility Superintenden 03/11/2025	580.62	
<b>05-51-54-53-948 Rural Rebuilds</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund WEATHERPROOF CONDUIT HUB/S	Rural Line Dist and Maint S513103290.0	Utility Superintenden 03/11/2025	362.89	
Total Rural Line Dist and Maint:				960.76	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Utility Superintendent:				745,864.99	
Total Electric Fund:				811,739.26	
<b>Refuse Fund</b>					
<b>06-0000-23321 Sales Tax Payable</b>	Refuse Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - REFUSE	FEBRUARY-25	03/18/2025	.00	
Total :				.00	
Total :				.00	
<b>06-41-42-44-479 CNTSVC Other</b>	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE TREE SERVICE	ALLEYS	757408	03/25/2025	4,500.00	
<b>06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	Refuse Fund	Refuse Collection	Public Works		
KAISER TIRE	TIRE REPAIR	16818	03/07/2025	38.00	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	13290	03/13/2025	179.96	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
BERNIES ACE HARDWARE	PARTS	315086	03/11/2025	67.38	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	LANDFILL DEF	2723-507112	03/11/2025	209.00	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-507314	03/13/2025	21.99	
Total Refuse Collection:				5,016.33	
Total Public Works:				5,016.33	
<b>06-51-50-34-452 Other Sales, Services</b>	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	CITY ADMINISTRATION FEE	FEB-25	03/13/2025	242.44	03/18/2025
<b>06-51-50-35-511 Residential-City</b>	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	MONTHLY TRASH COLLECTION FE	FEB-25	03/13/2025	6,061.04	03/18/2025
Total Administration:				5,818.60	
<b>06-51-55-43-331 Professional Engineering Svcs</b>	Refuse Fund	Refuse Disposal	Public Works		
SCS AQUATERRA	REPLACEMENT BALER PROCURE	0530696	02/28/2025	3,506.07	
<b>06-51-55-43-331 Professional Engineering Svcs</b>	Refuse Fund	Refuse Disposal	Public Works		
SCS AQUATERRA	PROFESSIONAL SERVICES	0530700	02/28/2025	1,950.00	
<b>06-51-55-44-444 Natural Gas</b>	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	7095 5903 91	MARCH 2025	03/24/2025	2,575.68	
<b>06-51-55-44-495 NRCNTSVC-Lawns, Grounds</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	DRYLAND PASTURE MIX - LANDFIL	51409170	03/07/2025	290.00	
<b>06-51-55-45-511 Office Supplies</b>	Refuse Fund	Refuse Disposal	Public Works		
STAPLES	COPY PAPER - LANDFILL	757397	03/18/2025	172.70	
<b>06-51-55-45-526 Other Supplies</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	CLEANING SUPPLIES/GLOVES	28060/1	03/11/2025	20.97	
<b>06-51-55-45-534 Safety Commodities</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	BOOTS/GLOVES - LANDFILL ABBEY	51412387	03/17/2025	110.98	
<b>06-51-55-45-544 Small Tools, Equipment</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	ALPHA LOCKS	28043/1	03/07/2025	23.98	
<b>06-51-55-45-544 Small Tools, Equipment</b>	Refuse Fund	Refuse Disposal	Public Works		
DARREN'S CARQUEST AUTO PART	28 EXACT FIT	2723-506671	03/04/2025	10.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
BLOEDORN LUMBER - ALLIANCE	PARTS	8676953	03/18/2025	10.54	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 28059/1	Public Works 03/11/2025	13.98	
<b>06-51-55-46-678 Baler Wire</b> ACCENT WIRE PRODUCTS INC	Refuse Fund BALER WIRE- 2 STANDS	Refuse Disposal 10067032	Public Works 03/13/2025	4,955.60	
<b>06-51-55-59-950 Capital Outlay-Mach, Equip</b> RECOVERY SYSTEMS COMPANY I	Refuse Fund 35% DOWN PAYMENT, DELIVERY A	Refuse Disposal 49588	Public Works 02/26/2025	209,125.00	
Total Refuse Disposal:				222,766.49	
Total Public Works:				228,585.09	
<b>06-52-99-58-841 Baler Loan - Principal</b> NEBRASKA BANK	Refuse Fund PRINCIPAL - LANDFILL EQUIPMENT	Debt Services APRIL 2025	Public Works 03/19/2025	25,000.00	
<b>06-52-99-58-841 Baler Loan - Principal</b> PLATTE VALLEY BANK	Refuse Fund PRINCIPAL	Debt Services 757391	Public Works 10/04/2024	10,647.88	
<b>06-52-99-58-842 Baler Loan - Interest</b> NEBRASKA BANK	Refuse Fund INTEREST - LANDFILL EQUIPMENT	Debt Services APRIL 2025	Public Works 03/19/2025	737.50	
<b>06-52-99-58-842 Baler Loan - Interest</b> PLATTE VALLEY BANK	Refuse Fund INTEREST	Debt Services 757391	Public Works 10/04/2024	818.38	
Total Debt Services:				37,203.76	
Total Public Works:				37,203.76	
Total Refuse Fund:				270,805.18	
<b>Sewer Fund</b>					
<b>07-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Sewer Fund SALES & USE TAX - SEWER	FEBRUARY-25	03/18/2025	10.50	03/18/2025
Total :				10.50	
Total :				10.50	
<b>07-52-58-44-425 Employment Required Licenses</b> WHISPER COLEMAN - PETTY CASH	Sewer Fund CDL LEARNERS PERMIT	Sewer 757409	Public Works 03/24/2025	17.00	
<b>07-52-58-45-526 Other Supplies</b> IDEAL LINEN INC	Sewer Fund TOWELS	Sewer 11262583	Public Works 03/11/2025	52.88	
<b>07-52-58-45-526 Other Supplies</b> IDEAL LINEN INC	Sewer Fund MOPS/MATS	Sewer 11263517	Public Works 03/18/2025	25.64	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Sewer Fund PARTS	Sewer 2723-507732	Public Works 03/19/2025	29.94	
Total Sewer:				125.46	
Total Public Works:				125.46	
Total Sewer Fund:				135.96	
<b>Water Fund</b>					
<b>08-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Water Fund TOP BOLT COUPLING	285335	03/10/2025	692.37	
<b>08-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Water Fund SALES & USE TAX - WATER	FEBRUARY-25	03/18/2025	84.13	03/18/2025
Total :				776.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				776.50	
<b>08-52-51-44-479 CNTSVC Other</b>	Water Fund	Water Treatment	Public Works		
CULLIGAN WATER CONDITIONING	SERVICE CALL	0002805	09/16/2024	90.00	
<b>08-52-51-44-479 CNTSVC Other</b>	Water Fund	Water Treatment	Public Works		
CULLIGAN WATER CONDITIONING	R.O. REPAIRS	0003064	03/12/2025	2,804.75	
<b>08-52-51-45-532 Protective Gear</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	JEANS/SHOE STRINGS	51411429	03/14/2025	147.95	
<b>08-52-51-45-561 Bldg Maintenance Material</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	HAND WIPES/CAULK	51413024	03/19/2025	24.58	
Total Water Treatment:				3,067.28	
<b>08-52-52-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Distribution	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	28009/1	03/04/2025	25.65	
<b>08-52-52-46-672 Water, Sewer Line Material</b>	Water Fund	Distribution	Public Works		
CORE & MAIN LP	SENSUS COMMAND LINK 2	W524712	03/10/2025	1,026.90	
Total Distribution:				1,052.55	
Total Public Works:				4,119.83	
Total Water Fund:				4,896.33	
<b>Golf Course</b>					
<b>21-0000-23321 Sales Tax Payable</b>	Golf Course				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - GOLF	FEBRUARY-25	03/18/2025	232.29	03/18/2025
Total :				232.29	
Total :				232.29	
<b>21-71-75-44-444 Natural Gas</b>	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	8588 2648 38	MARCH 2025	03/24/2025	223.16	
<b>21-71-75-44-444 Natural Gas</b>	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	7929 1256 65	MARCH 2025	03/24/2025	53.66	
<b>21-71-75-44-479 CNTSVC Other</b>	Golf Course	Golf Course	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	LANDSCAPE MAINTENANCE	757404	03/25/2025	400.00	
<b>21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	Golf Course	Golf Course	Cultural and Leisure		
KAISER TIRE	TIRE REPAIR	15991	12/30/2024	20.00	
<b>21-71-75-44-489 NRCNTSVC-Other Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
PERRIN MANUFACTURING	POWDER COAT RAILINGS	14892.1-1	03/07/2025	61.50	
<b>21-71-75-45-511 Office Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
STAPLES	COPY PAPER - GOLF	757397	03/18/2025	69.08	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51412697	03/18/2025	22.57	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BRACKETS	28037/1	03/07/2025	11.58	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BRACKETS	28061/1	03/11/2025	8.39	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BRACKETS	28130/1	03/17/2025	46.98	
<b>21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	OIL FILTERS	834029029	03/17/2025	653.52	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	13301	03/14/2025	45.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834029107	Cultural and Leisure 03/18/2025	15.72	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-507440	Cultural and Leisure 03/14/2025	77.54	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-507111	Cultural and Leisure 03/11/2025	17.69	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-506897	Cultural and Leisure 03/07/2025	34.00	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-507371	Cultural and Leisure 03/14/2025	5.85	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> TURFWERKS	Golf Course BOLTS	Golf Course OI57742	Cultural and Leisure 03/11/2025	57.60	
<b>21-71-75-45-561 Bldg Maintenance Material</b> BLOEDORN LUMBER - ALLIANCE	Golf Course BUILDING MAINTENANCE MATERIA	Golf Course 8678692	Cultural and Leisure 03/19/2025	14.68	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> PRESTIGE FLAG	Golf Course EMBROIDERED LOGO FLAG	Golf Course 751725	Cultural and Leisure 03/14/2025	646.53	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> PRESTIGE FLAG	Golf Course 4" PRACTICE GREEN CUP	Golf Course 751728	Cultural and Leisure 03/14/2025	936.84	
<b>21-71-75-46-625 Concession Supplies</b> GROCERY KART INC	Golf Course CANDY BARS	Golf Course 2733	Cultural and Leisure 03/07/2025	184.49	
<b>21-71-75-46-625 Concession Supplies</b> PEPSI COLA OF WESTERN NEBRA	Golf Course CONCESSIONS	Golf Course 5100159202	Cultural and Leisure 03/10/2025	303.55	
<b>21-71-75-46-626 Inventory Costs</b> PRINT EXPRESS	Golf Course 15,000 SCORE CARDS	Golf Course 83647	Cultural and Leisure 02/19/2025	1,470.61	
<b>21-71-75-46-626 Inventory Costs</b> ADIDAS AMERICA INC	Golf Course GOLF CLOTHING	Golf Course 6162960563	Cultural and Leisure 03/11/2025	1,578.00	
<b>21-71-75-46-626 Inventory Costs</b> ADIDAS AMERICA INC	Golf Course GOLF CLOTHING	Golf Course 6162940539	Cultural and Leisure 03/07/2025	1,225.00	
<b>21-71-75-46-626 Inventory Costs</b> ADIDAS AMERICA INC	Golf Course GOLF CLOTHING	Golf Course 6162968073	Cultural and Leisure 03/12/2025	400.00	
<b>21-71-75-46-626 Inventory Costs</b> ADIDAS AMERICA INC	Golf Course GOLF CLOTHING	Golf Course 6162934687	Cultural and Leisure 03/07/2025	1,400.00	
<b>21-71-75-46-626 Inventory Costs</b> ADIDAS AMERICA INC	Golf Course GOLF CLOTHING	Golf Course 6162932727	Cultural and Leisure 03/06/2025	921.00	
<b>21-71-75-46-626 Inventory Costs</b> VW GOLF INC	Golf Course SPECIAL ORDER NATE OLIGMUELL	Golf Course 87574	Cultural and Leisure 03/10/2025	99.24	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BAGS	Golf Course 919752659	Cultural and Leisure 02/24/2025	208.37	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BOARDWALK ROPE	Golf Course 919854654	Cultural and Leisure 03/07/2025	71.74	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BAGS	Golf Course 919772743	Cultural and Leisure 02/26/2025	407.78	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course PRODRY MEN'S SPORT BLACK	Golf Course 919773392	Cultural and Leisure 02/26/2025	74.72	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course RH TEN BLU AND AIR SPD	Golf Course 919841090	Cultural and Leisure 03/06/2025	528.22	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course GOLF BALLS	Golf Course 919890666	Cultural and Leisure 03/11/2025	3,246.96	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course GOLF CLOTHING	Golf Course 919805195	Cultural and Leisure 03/01/2025	3,916.35	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course DEMO FITTING	Golf Course 939656756	Cultural and Leisure 02/12/2025	31.22	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK BALLS	Golf Course 939795212	Cultural and Leisure 03/04/2025	259.20	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course TRAIL SET BAGS	Golf Course 939775264	Cultural and Leisure 02/28/2025	235.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	DEMO FITTING	939661593	02/13/2025	27.22	
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK PUTTERS/WEDGES	939736062	02/24/2025	1,107.00	
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK PUTTERS/WEDGES	939736065	02/24/2025	2,455.20	
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK BALLS	939752460	02/26/2025	3,365.88	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	SPECIAL ORDER DARREN MCCUN	87679	03/12/2025	178.60	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	DRI-TAC	87291	03/03/2025	616.68	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	BOYS GOLF TEAM	939785300	03/03/2025	502.80	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	SPECIAL ORDER ROY GARCIA	939827722	03/10/2025	154.80	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	ALLIANCE HIGH SCHOOL	939852462	03/12/2025	597.34	
Total Golf Course:				28,988.86	
Total Cultural and Leisure Services:				28,988.86	
Total Golf Course:				29,221.15	
<b>Airport</b>					
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199132	APRIL 2025	03/25/2025	41.84	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199248	APRIL 2025	03/25/2025	33.56	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070221189	APRIL 2025	03/25/2025	1,193.82	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199191	APRIL 2025	03/25/2025	1.96	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199159	APRIL 2025	03/25/2025	22.16	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199264	APRIL 2025	03/25/2025	79.16	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070221219	APRIL 2025	03/25/2025	1,193.82	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199043	APRIL 2025	03/25/2025	31.36	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199205	APRIL 2025	03/25/2025	91.14	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070200114	APRIL 2025	03/25/2025	867.93	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199078	APRIL 2025	03/25/2025	181.62	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199221	APRIL 2025	03/25/2025	91.14	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070200963	APRIL 2025	03/25/2025	1,368.60	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199175	APRIL 2025	03/25/2025	40.40	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199167	APRIL 2025	03/25/2025	41.84	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199906	APRIL 2025	03/25/2025	152.66	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199051	APRIL 2025	03/25/2025	31.96	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070199213	APRIL 2025	03/25/2025	20.76	
<b>22-0000-03324 Receivable-Taxes</b>	Airport				
BOX BUTTE COUNTY TREASURER	PARCEL 0070200181	APRIL 2025	03/25/2025	497.46	
Total :				5,983.19	
Total :				5,983.19	
<b>22-41-43-42-294 Conferences, Cont Education</b>	Airport	Airport Operations	Airport		
WESTERN NE REGIONAL AIRPORT	DUES	2025-0148	03/20/2025	500.00	
<b>22-41-43-42-294 Conferences, Cont Education</b>	Airport	Airport Operations	Airport		
DANIEL KINSER	MEALS	757394	03/11/2025	15.64	
<b>22-41-43-44-444 Natural Gas</b>	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	6920 6237 05	MARCH 2025	03/24/2025	467.40	
<b>22-41-43-44-444 Natural Gas</b>	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	9862 2110 07	MARCH 2025	03/24/2025	49.06	
<b>22-41-43-45-511 Office Supplies</b>	Airport	Airport Operations	Airport		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0128072-001	03/18/2025	67.95	
<b>22-41-43-45-511 Office Supplies</b>	Airport	Airport Operations	Airport		
STAPLES	COPY PAPER - AIRPORT	757397	03/18/2025	34.54	
<b>22-41-43-45-544 Small Tools, Equipment</b>	Airport	Airport Operations	Airport		
FARM PLAN	GENERATOR SHED	51412733	03/18/2025	103.99	
<b>22-41-43-45-576 Herbicides, Pesticides</b>	Airport	Airport Operations	Airport		
THOMAS REMPP	CONTRACTED WILDLIFE CONTROL	INV000147	03/17/2025	6,585.00	
<b>22-41-43-47-737 Taxes, Governmental Fees</b>	Airport	Airport Operations	Airport		
BOX BUTTE COUNTY TREASURER	PARCEL 0070200114	APRIL 2025	03/25/2025	41.93	
<b>22-41-43-47-737 Taxes, Governmental Fees</b>	Airport	Airport Operations	Airport		
BOX BUTTE COUNTY TREASURER	PARCEL 0070199906	APRIL 2025	03/25/2025	123.52	
Total Airport Operations:				7,989.03	
Total Airport:				7,989.03	
Total Airport:				13,972.22	
<b>Public Transit Fund</b>					
<b>23-72-71-44-431 Legal, Public Notices</b>	Public Transit Fund	Transit - Administration	Public Works		
ALLIANCE TIMES HERALD	Legal Ad-PUBLIC TRANSIT NOTICE	757402	03/05/2025	14.85	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
PRECISION STEREO TECHNOLOG	CITY BUS #1 TIRES	50754	11/15/2024	400.00	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
PRECISION STEREO TECHNOLOG	BUS #2 TIRES	52292	03/24/2025	853.48	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
IDEAL LINEN INC	TOWELS	11263516	03/18/2025	52.88	
Total Transit - Administration:				1,321.21	
Total Public Works:				1,321.21	
Total Public Transit Fund:				1,321.21	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>Street Fund</b>					
<b>24-0000-23321 Sales Tax Payable</b>	Street Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - STREETS	FEBRUARY-25	03/18/2025	10.50	03/18/2025
Total :				10.50	
Total :				10.50	
<b>24-41-41-45-526 Other Supplies</b>	Street Fund	Streets	Public Works		
IDEAL LINEN INC	MOPS/MATS	11263517	03/18/2025	25.64	
<b>24-41-41-45-534 Safety Commodities</b>	Street Fund	Streets	Public Works		
JUSTIN KITTELMANN	UNIFORM-WORKPANTS	757396	03/04/2025	69.60	
<b>24-41-41-45-543 Small Tools, Equipment</b>	Street Fund	Streets	Public Works		
FARM PLAN	TOOLS	51409080	03/07/2025	16.99	
<b>24-41-41-45-543 Small Tools, Equipment</b>	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	MARKER KIT	2723-506842	03/06/2025	49.79	
<b>24-41-41-45-553 Streets-Fuel</b>	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	DEF	2723-506643	03/04/2025	209.00	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	HOSE/FITTING	13172	03/03/2025	65.32	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	HOSE/FITTINGS	13129	02/27/2025	165.12	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
FARM PLAN	DE-ICER	51408759	03/06/2025	31.44	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	#915 SEATCOVER	2723-507146	03/11/2025	408.03	
<b>24-41-41-46-645 Road Ice Control</b>	Street Fund	Streets	Public Works		
NEBRASKA SALT & GRAIN COMPAN	Ice Slicer	75192	03/21/2025	4,741.78	
<b>24-41-41-46-645 Road Ice Control</b>	Street Fund	Streets	Public Works		
JEFF HARTMAN	Redmond Ice Slicer RS, Bulk	R1472	03/12/2025	5,339.95	
Total Streets:				11,122.66	
Total Public Works:				11,122.66	
Total Street Fund:				11,133.16	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-45-511 Office Supplies</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
STAPLES	COPY PAPER - RSVP	757397	03/18/2025	69.08	
Total Retired Senior Vol Program:				69.08	
Total Cultural and Leisure Services:				69.08	
Total Retired Senior Vol Program:				69.08	
<b>Redevelopment Fund</b>					
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
LINPEPCO PARTNERSHIP	TIFF #3 SCHOOL TAX CREDIT	JANUARY-25	04/01/2025	4,614.45	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
LINPEPCO PARTNERSHIP	TIFF #3 STATE PROPERTY TAX CR	JANUARY-25	04/01/2025	3,405.71	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
PLATTE VALLEY BANK	TIFF #5 SCHOOL TAX CREDIT	JANUARY-25	04/01/2025	229.36	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
PLATTE VALLEY BANK	TIFF #5 STATE PROPERTY TAX CR	JANUARY-25	04/01/2025	133.39	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>37-61-69-58-821 W &amp; N Principal</b> SECURITY FIRST BANK	Redevelopment Fun TIFF #6 STATE PROPERTY TAX CR	Redevelopment JANUARY-202	Community Develop 04/01/2025	3,216.81	
<b>37-61-69-58-821 W &amp; N Principal</b> SECURITY FIRST BANK	Redevelopment Fun TIFF #9 STATE PROPERTY TAX CR	Redevelopment JANUARY-25	Community Develop 04/01/2025	2,354.84	
<b>37-61-69-58-821 W &amp; N Principal</b> SECURITY FIRST BANK	Redevelopment Fun TIFF #6 SCHOOL TAX CREDIT	Redevelopment JANUARY-202	Community Develop 04/01/2025	5,988.51	
<b>37-61-69-58-821 W &amp; N Principal</b> BLOMENKAMP INVESTMENTS, LLC	Redevelopment Fun TIFF#8 SCHOOL TAX CREDIT	Redevelopment JANUARY-25	Community Develop 04/01/2025	911.18	
<b>37-61-69-58-821 W &amp; N Principal</b> BLOMENKAMP INVESTMENTS, LLC	Redevelopment Fun TIFF#8 STATE PROPERTY TAX CRE	Redevelopment JANUARY-25	Community Develop 04/01/2025	405.44	
Total Redevelopment:				21,259.69	
Total Community Development:				21,259.69	
Total Redevelopment Fund:				21,259.69	
<b>Adminstration Internal Service</b>					
<b>51-13-13-43-381 DOT Testing</b> BOX BUTTE GENERAL HOSPITAL	Adminstration Intern DRUG AND ALCOHOL TESTING	Personnel 51	Personnel 02/21/2025	336.00	
<b>51-13-13-43-393 Pension Administrative Svc</b> FIDUCIARY ADVOCATES LLC	Adminstration Intern RETIREMENT PLAN ADVISOR	Personnel 1018	Personnel 03/18/2025	7,250.00	
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV2702622	Personnel 03/21/2025	2,386.35	
<b>51-13-13-45-511 Office Supplies</b> STAPLES	Adminstration Intern COPY PAPER - HR	Personnel 757397	Personnel 03/18/2025	34.54	
Total Personnel:				10,006.89	
Total Personnel:				10,006.89	
<b>51-17-17-43-335 Other Technical Services</b> BYTES COMPUTER	Adminstration Intern PROTECTION ONE YEAR TERM DO	MIS CW40778	Technology 03/12/2025	109.17	
<b>51-17-17-44-451 Telephone Line Expense</b> CHARTER COMMUNICATIONS	Adminstration Intern TELEPHONE LINE EXPENSE	MIS 176247201031	Technology 03/14/2025	15.82	
<b>51-17-17-59-942 Computer System</b> CDW GOVERNMENT INC	Adminstration Intern LIBRARY FIREWALL REPLACEMENT	MIS AD1J75F	Technology 03/04/2025	2,058.71	
Total MIS:				2,183.70	
Total Technology:				2,183.70	
<b>51-21-21-45-511 Office Supplies</b> CARTER'S HOME HARDWARE & AP	Adminstration Intern POWER STRIPS	Accounting 28217/1	Finance 03/23/2025	27.47	
<b>51-21-21-45-511 Office Supplies</b> STAPLES	Adminstration Intern COPY PAPER - FINANCE	Accounting 757397	Finance 03/18/2025	172.70	
<b>51-21-21-45-511 Office Supplies</b> AMY WAGNER	Adminstration Intern WRITING PADS	Accounting 757405	Finance 12/23/2024	7.03	
<b>51-21-21-47-715 Misc Expense</b> AMY WAGNER	Adminstration Intern FUEL	Accounting 757405	Finance 12/23/2024	14.18	
Total Accounting:				221.38	
Total Finance:				221.38	
Total Adminstration Internal Service:				12,411.97	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-479 CNTSVC Other</b>	Enterprise Internal S	Utility Customer Service	Finance		
PAYMENT SERVICE NETWORK INC	MONTHLY BILLING	307310	03/03/2025	79.85	03/18/2025
<b>55-21-23-45-511 Office Supplies</b>	Enterprise Internal S	Utility Customer Service	Finance		
STAPLES	COPY PAPER - UTILITY OFFICE	757397	03/18/2025	175.60	
Total Utility Customer Service:				255.45	
Total Finance:				255.45	
<b>55-51-56-43-379 Other Contract Operating Svcs</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS	11262596	03/11/2025	67.95	
<b>55-51-56-43-379 Other Contract Operating Svcs</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS/MATS	11263517	03/18/2025	51.28	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
WHISPER COLEMAN - PETTY CASH	TIDE DETERGENT AND OXICLEAN	757409	03/24/2025	31.51	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
WHISPER COLEMAN - PETTY CASH	CLOTHES PIN TOWEL	757409	03/24/2025	6.96	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
STAPLES	COPY PAPER - WAREHOUSE	757397	03/18/2025	414.48	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
CHARTER COMMUNICATIONS	176246901	176246901012	01/21/2025	15.80	03/21/2025
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
CHARTER COMMUNICATIONS	TELEPHONE LINE EXPENSE	176246901032	03/21/2025	15.76	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
HANSEN'S LOCKSMITHING	SERVICE CALL 2024	8286	03/12/2025	66.00	
Total Warehouse:				669.74	
Total Utilitiy Superintendent:				669.74	
Total Enterprise Internal Service:				925.19	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-231 Employee Life Insurance</b>	Health Care Internal	Health Support	Personnel		
UNUM LIFE INSURANCE COMPANY	EMPLOYEE LIFE INSURANCE #091	MARCH-2025	03/01/2025	892.80	03/25/2025
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	03102025-HC	03/10/2025	22,040.07	03/12/2025
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	03242025-HC	03/24/2025	8,527.22	03/25/2025
Total Health Support:				31,460.09	
Total Personnel:				31,460.09	
Total Health Care Internal Service:				31,460.09	
Grand Totals:				1,308,406.70	

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

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

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

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

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, March 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. Approved the Conflict Claim in the amount of \$528.65 for Mayor McGhehey. Ayes: Mashburn, Liptack, Turman, Weisgerber. Abstaining: McGhehey. Motion carried.
3. Approved the Conflict Claim in the amount of \$517.00 for Councilman Turman. Ayes: Liptack, Weisgerber, Mashburn, McGhehey. Abstaining: Turman. Motion carried
4. Approved the Conflict Claim in the amount of \$491.78 for Councilman Weisgerber. Ayes: Turman, Mashburn, Liptack, McGhehey. Abstaining: Weisgerber. Motion carried.
5. Approved Resolution No. 25-36, which accepts and authorizes the City of Alliance and the Box Butte County to enter into a service agreement for the assumption of responsibilities and operations of dispatch services for the Box Butte County Sheriff's Department. Ayes: All. Motion carried.
6. Approved Resolution No. 25-37, which authorizes the City to provide financial support up to \$234,941 and the submittal of the City of Alliance Public Transit Grant Renewal to the Nebraska Department of Transportation for an additional two years. Ayes: All. Motion carried.
7. Adopted Ordinance No. 2997, which accepts and amends the City of Alliance Municipal Code Section 2, titled *Donations*. Ayes: All. Motion carried.
8. Appointed Christina Yates, to serve on the Community Redevelopment Authority with her term ending January 31, 2026. Ayes: All. Motion carried.

Meeting adjourned at 7:16 p.m.

(SEAL)

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John McGhehey, Mayor

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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.

# *Cemetery Certificate (Survivorship)*

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

Know All Men By These Presents:

That CITY OF ALLIANCE, a municipal corporation, in Box Butte County and State of Nebraska, for and in consideration of the sum of SIX HUNDRED and 00/100<sup>THS</sup> DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

**Gary W. and Linda D. Osborn**

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

West Half (W ½) Lot Eighteen (18), Section Two (2), Block Twenty-two (22);  
according to the recorded plat thereof.

TO HAVE AND TO HOLD the said lot to the purchaser and assigns forever, for the burial or interment of the body or bodies of deceased persons only; the said purchaser to have only such rights as to the use, improvement and ornamentation of said lot as may be in accordance with the laws of Nebraska, the ordinances of City of Alliance and the rules and regulations passed or adopted from time to time to regulate and govern said Alliance Cemetery, and City of Alliance does hereby covenant with the said Box Butte County that it is lawfully seized of said premises, that they are free from encumbrance, that it has good right and lawful authority to sell the same; and it does here by covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said City of Alliance a municipal corporation has caused these presents to be signed by its Mayor and attested by its City Clerk and its corporate seal to be affixed hereto all on the 1<sup>st</sup> day of April, 2025.

CITY OF ALLIANCE, a municipal corporation

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form \_\_\_\_\_ City Attorney.

# Narrative

## April 1, 2025



### **CERTIFICATE OF COMPLETION AND RELEASE – AIRPORT RUNWAY 12/30 & 8/26 SEAL COAT PROJECT**

The City of Alliance entered into a contract with American Road Maintenance in July of 2024 to seal coat Runway 12/30 and Runway 8/26. The project consisted of removing existing pavement markings, sealing cracks in the existing asphalt pavement surface, applying a rejuvenation sealer on the existing bituminous surface, and applying new pavement markings on the runways. Seal coats are a part of the required maintenance plan to maintain the airport surfaces. The original estimate for this project was \$1,055,530 with the FAA participating at the current funding levels of 90% and the City of Alliance providing the 10% match.

Construction began on September 4, 2024 on Runway 8/26 for the first phase of the project. The second phase was Runway 12/30 with the intersection of both runways being done last. The intersection was planned for a Tuesday and Wednesday so that there was not an interruption to commercial service. The last portion of the project was applying the final coat of paint to the markings on the runways. This project was completed on October 25, 2024.

A change order was required by the FAA because the contractor went under on the bid item for joint and crack repair. The main reason for the amount being under is that Runway 8/26 had been rehabilitated five years ago. Since a change order was required, all quantities were reconciled from the contracted amounts. The change order decreased the contract price by \$65,545.25.00.

The total amount of the project was \$1,029,531.20. The City of Alliance total expense for this project was \$102,953.12 and the FAA portion of this project was \$926,578.08.

The Certificate of Completion and Release form is the last step for the Runway 12/30 and Runway 8/26 Seal Coat Project. The FAA requires this form to be signed along with the contractor's certificate of release before they close out the grant and make the final reimbursement to the City of Alliance.

**RECOMMENDATION: AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF COMPLETION AND RELEASE.**

RESOLUTION NO. 25-38

*WHEREAS*, The City of Alliance entered into a contract with American Road Maintenance in July of 2024 to seal coat Runway 12/30 and Runway 8/26 at the Alliance Municipal Airport; and

*WHEREAS*, The contracted seal coat project was completed October 25, 2024 with the last step being the Certificate of Completion and Release through the FAA; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, that the Seal Coat Runway 12/30 and Runway 8/26 Project contracted with American Road Maintenance has met all requirements of the contract and completed the work.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the Certificate of Completion and Release form for the Seal Coat Runway 12/30 and Runway 8/26 Project.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

CERTIFICATE OF COMPLETION AND RELEASE

FROM: State of Nebraska, NDOT, Division of Aeronautics, Agent for the Party of the First Part to the Contract.

FROM: American Road Maintenance of Tucson, Arizona Party of the Second Part to the Contract.

TO: City of Alliance, Party of the First Part to the Contract.

RE: Contract for the Alliance Municipal Airport, Project No. 3-31-0003-027, entered into on the 26<sup>th</sup> day of July, 2024 between the Party of the First Part and the Party of the Second Part.

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY, that all of the work and materials have been inspected by duly authorized agents of the Party of the First Part and that the Contractor has furnished all labor and materials and services required for the above noted Contract and Project Number and performed all work in accordance with the requirements of the plans and specifications for said Contract, and that notification of final acceptance of the work as stated above is hereby made contingent upon proper execution of, conditions of, and the signature of acceptance by the Contractor of the "Certificate of Release" hereinafter specified. The final payment in the amount as listed in said "Certificate of Release" is due and payable upon the complete execution of the "Certificate of Release".

Approved   
(Engineer, NDOT Aeronautics)

City of Alliance  
Alliance, Nebraska

(Party of the First Part)  
By: State of Nebraska, NDOT, Division  
of Aeronautics, Agent

Date 3/17/2025

  
(Deputy Director, NDOT Aeronautics)

APPROVED

\_\_\_\_\_  
City Clerk, City of Alliance

\_\_\_\_\_  
Mayor, City of Alliance

Date \_\_\_\_\_

CERTIFICATE OF RELEASE

KNOW ALL MEN BY THESE PRESENTS:

- A. The undersigned hereby certifies that there are no outstanding claims of laborers, materialmen, subcontractors, or others arising out of the performance of this contract, which might be asserted against the City of Alliance Party of the First Part and the undersigned agrees that, in the event of the assertion of any such claims against said Party of the First Part the undersigned will indemnify and save harmless said Party of the First Part from any such claims.
- B. That the undersigned hereby acknowledges receipt from the Party of the First Part of all sums payable to the undersigned by said Party of the First Part under or pursuant to the above-mentioned Contract, with the following exceptions:  
**NONE**
- C. The undersigned further certifies and acknowledges that the Party of the First Part has duly performed and fulfilled the terms, provisions and conditions on the part of the Party of the First Part to be performed or fulfilled under or pursuant to said Contract, with the exceptions as noted above.
- D. That the undersigned, except as regards items listed in paragraph "B", does hereby release the Party of the First Part from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

17<sup>th</sup> day of March, 2025.

American Road Maintenance

By J. Coghill

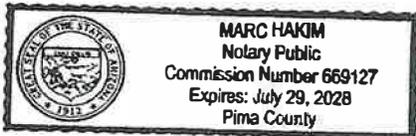
JOSEPH A COGHILL III, being first duly sworn on oath, deposes and says, first,

that he is the President of American Road Maintenance  
(Title) (Name of Company)

second, that he has read the foregoing certificate by him subscribed.

The matters and things stated therein are, to the best of his knowledge and belief, true.

Subscribed and sworn to before me on this 17<sup>th</sup> day of March, 2025.



(Seal)

[Signature]  
(Notary Public)

My Commission expires 7/29/28

# Narrative

## April 1, 2025



### **RESOLUTION - CONSULTANT AGREEMENT FOR AIRPORT LAYOUT PLAN**

The Alliance Municipal Airport has included in its capital improvement program through the Federal Aviation Administration (FAA) engineering fees for an updated Airport Layout Plan (ALP) with narrative project. The current ALP was approved in 1995. Airports that receive grants from the FAA are required to have an ALP and requested projects are usually required to already be on the ALP.

An Airport Layout Plan is a graphic representation of existing and future facilities at an airport. The plan typically covers a 20-year planning period. In addition to the drawings, the plan will include a Narrative Report that provides supporting documentation and justification. This report typically features detailed information on current and projected activity levels at the airport, facility requirements, alternatives and recommendations, and an implementation plan. The report is an assessment of the aviation needs of the airport service area. The goal of the report is to determine how to best accommodate these needs in a responsible manner to the surrounding environment and to local citizens. The report provides analysis and recommendations from which local authorities may take action to continue improvements to the airport operations.

The cost of this project is \$398,900 with the FAA participating at the current funding levels of 95% and the City of Alliance providing the 10% match. The current budget includes money at the old funding level of 90/10 split of \$400,000.

The Federal Aviation Administration (FAA) requires a separate consultant selection process for planning projects to give an equal opportunity for airport consultants that only do planning projects. An update to the airport layout plan with narrative is considered a planning project. City Council approved the Airport Engineer Selection of Armstrong Consultants, Inc. on May 7, 2024. At the time of selection, Armstrong Consultants, Inc. was a wholly owned subsidiary of H.W. Lochner. As of September 3, 2024, the business of Armstrong Consultants, Inc. was discontinued, and they are now doing business as Lochner.

**RECOMMENDATION: APPROVE THE RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE CONSULTANT AGREEMENT WITH H.W. LOCHNER, INC.**

RESOLUTION NO. 25-39

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

*WHEREAS*, The airport receives grants from the Federal Aviation Administration and is required to have eligible projects on the Airport Layout Plan; and

*WHEREAS*, The City of Alliance will be updating the Airport Layout Plan, identified as Project No. 3-31-0003-029-2025 (PO1); and

*WHEREAS*, The Nebraska Department of Transportation – Aeronautics Division requires a consultant for Airport Layout Plan, identified as Project No. 3-31-0003-029-2025 (PO1); and

*WHEREAS*, The Alliance City Council finds it in the best interest of the City to enter into a Consultant Agreement with H.W. Lochner, Inc., for Project No. 3-31-0003-029-2025 (PO1).

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance shall enter into a Consultant Agreement with H.W. Lochner, Inc., for Project No. 3-31-0003-029-2025 (PO1) for the purpose of drafting and completing an Airport Layout Plan with narrative report and that such an Agreement is attached hereto and incorporated herein by this reference.

*BE IT FURTHER RESOLVED* that the Mayor of the City of Alliance is hereby authorized and directed to execute said Consultant Agreement on behalf of the City of Alliance and the City Clerk is hereby authorized to attest said execution.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

**From:** Beckhoff, Michael <mbeckhoff@hwlochner.com>  
**Sent:** Thursday, August 29, 2024 4:03 PM  
**To:** Lynn Placek <lplacek@cityofalliance.net>  
**Cc:** Vliek, Erik <evliek@hwlochner.com>; Evans, Kirk <kevans@hwlochner.com>  
**Subject:** Important Update: Armstrong Brand Transition to Lochner - AIA

Dear Lynn,

I am writing to inform you of an important transition regarding the Armstrong Consultants brand.

Now that the integration of Lochner and Armstrong is complete, we will be sunsetting the Armstrong Consultants brand on September 3, 2024. The decision is a strategic step forward in aligning the resources and capabilities of our National Aviation Practices to better serve you and your mission.

We want to assure you that this transition will have no impact on the continuity of our services or our commitments. The most notable change is that you will start seeing the Lochner brand in our communications, documents, and online presence.

A few key points:

1. **Uninterrupted Service:** All ongoing projects and services will continue as planned. Our team will remain the same, ensuring delivery continuity.
2. **Enhanced Capabilities:** By fully integrating with Lochner, we will be able to offer you a deeper talent pool, a broader range of services, and innovative solutions that will further support your mission.
3. **Your Point of Contact:** I will remain your primary point of contact. Should you have any questions or require further information, please do not hesitate to reach out.

We are excited about this new chapter and are confident that this transition will bring added value to our partnership.

Thank you for your continued trust and support.

Best regards,



**MICHAEL BECKHOFF, P.E.**

Colorado & Wyoming Market Lead  
330 South Center Street, Suite 414  
Casper, WY 82601  
O: 307.249.4935 D: 307.249.4934 C: 406.403.1921

*Please note my email address has changed  
to [mbeckhoff@hwlochner.com](mailto:mbeckhoff@hwlochner.com)*



## CONSULTANT AGREEMENT

**Owner:** City of Alliance, NE  
**Client:** Alliance Municipal Airport  
**Consultant:** H.W. Lochner, Inc. (“Lochner”)  
**Date:** March 12, 2025  
**Project:** Airport Layout Plan w/Narrative Report

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

- 1. Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.
- 2. Lochner.** Lochner is the Client’s Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Nebraska

- 3. Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the “Services”). Summary of services is:

- Airport Layout Plan
- Narrative Report
- Airport GIS (AGIS) Aeronautical Survey

- 4. Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values
- 5. Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C Project Schedule.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

- 6. Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. **Standard of Care.** The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. **Payment.** Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. **Correction of Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. **Termination.** Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. **Professional Liability Insurance** retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. **Commercial General Liability ("CGL") Insurance** in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. **Comprehensive Automobile Liability ("Auto") Insurance** in the amount of \$1.0 million per occurrence, and \$1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. **Workmen's Compensation Insurance** in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. **Umbrella Excess Liability Insurance** in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be

written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

**12. Indemnification.** Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

**13. Waiver of Immunity.** In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

**14. Ownership of Documents.** If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

**15. Changes.** Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called “changes”) to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in Nebraska.

**16. Confidentiality.** Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available (“Confidential Information”). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

**17. Quality Control/Quality Assurance.** Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

**18. Miscellaneous Provisions.**

**1. Assignment.** Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

**2. Integration.** This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**3. Third Parties.** There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

**4. Invalidity.** In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

**5. Mutually Negotiated.** The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

**6. Survival.** Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

**7. Limitation of Liability.** Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

**8. Notices.** Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Michael Beckhoff, PE  
Program Manager  
H. W. Lochner, Inc.  
330 South Center St., Suite 414  
Casper, Wyoming 82601

Notice to Client:

Seth Sorensen  
City Manager  
City of Alliance  
324 Laramie Avenue  
Alliance, Nebraska 69301

**9. Mutual Waiver of Consequential Damages.** In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

**10. Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

**11. Engineer's Opinion of Probable Project Cost and Construction Cost.** Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

**12. Force Majeure.** Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

**13. Client's Responsibilities.**

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. As necessary, the Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- f. Make available information relating to the Consultant's ability to complete any of the tasks defined in Attachment A – Scope of Work/Services

**14. Mandatory Federal Contract Provisions.** (Reference Attachment D)

**H.W. LOCHNER, INC.**

**CITY OF ALLIANCE**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attachments**

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

Attachment D Mandatory Federal Contract Provisions

**ATTACHMENT A**  
**SCOPE OF WORK/SERVICES**

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the planner services required for drafting and completing an Airport Layout Plan with accompanied Narrative Report. All services will be performed in accordance with good planning practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars (AC) and Central Region Guidance publications.

- FAA Order 5190.6B, Airport Compliance Manual with Change 2 published Dec. 2022
- SOP No. 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)" date 010/01/2013
- AC 150/5000-17, Critical Aircraft and Regular Use Determination
- AC 150/5300-13B, Airport Design, dated 03/31/2022
- AC 150/5070-6B, Airport Master Plans with Change 2 dated 1/27/2015

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as follows.

**A. PROJECT FORMULATION**

The Consultant will consult with the Sponsor, NDOT, and the FAA to establish the scope, fee, and schedule and to confirm the specific requirements of the Project. Based on this discussion, the Consultant will refine the Project scope of serves to ensure completion of the defined tasks for submission to the Sponsor and FAA. The Consultant will assist the Sponsor with contract and invoice administration which will involve supporting documentation associated with payment and reimbursement for work completed.

**B. NARRATIVE REPORT**

**ELEMENT 1 - INVENTORY**

**TASK 1.1- GATHER AND REVIEW EXISTING DATA**

Existing data pertaining to airport activity and local socio-economic characteristics will be assembled from local, state and federal sources and reviewed to provide a basis for the current conditions, forecasts of aviation demand, and facility requirements. The inventory will include an evaluation of the following airport items.

- a. Airport History and Setting;
- b. Airfield Facilities;
- c. Terminal Area Facilities;
- d. Operational Activity;
- e. Airspace System/Special Use Airspace
  - o AGIS Obstruction Evaluation for Part 77 and TERPS surfaces
- f. Local Area Airports;
- g. Airport Environs;

Airport: Alliance Municipal Airport (AIA)  
FAA Project No.: 3-31-003-029-2025

- h. Climatic Characteristics and Wind Data;
- i. Environmental Data;
- j. Land Use Patterns
- k. Socioeconomic Inventory

#### **TASK 1.2- AIRPORT SETTING AND HISTORY**

The Consultant will research and describe the location, existing operational activity and based aircraft, airport role, as well as ownership and management structure for AIA.

#### **TASK 1.3- AIRFIELD FACILITIES**

The Consultant will describe and evaluate the Airport's existing runway and taxiway system including, but not limited to, runway and taxiway length and width, lighting, markings, pavement strength, physical condition, navigational aids, approaches, and FAA owned facilities.

#### **TASK 1.4- TERMINAL AREA FACILITIES**

The Consultant will inventory and evaluate the existing terminal building, auto parking and airport access, hangar facilities, apron areas, fueling facilities, and maintenance facilities, as well as inventory spatial and physical characteristics of each terminal area component. Fixed base operator (FBO), Maintenance Repair Overhaul (MRO) operator, and Specialized Aviation Service Organizations (SASO), and airline facilities will be inventoried and evaluated as to their size, use, age, condition, and tenant lease.

#### **TASK 1.5- OPERATIONAL ACTIVITY**

The Consultant will summarize historic airport activity and based aircraft, general aviation, commercial, air taxi, helicopter and military operations, as well as identify the Airport's existing critical/design aircraft.

#### **TASK 1.6- AIRSPACE SYSTEM**

The Consultant will identify and describe the Airport's airspace environment, airport traffic patterns, airspace classifications, enroute NAVAIDS, special use airspace and published instrument approach procedures.

#### **TASK 1.7- LOCAL AIRPORTS**

The Consultant will describe the public use airports within a 50 nautical mile radius of AIA to include the local airport's elevation, runway characteristics, airport role, distance and direction from the Airport and describe services provided at the facility making a comparison to AIA.

#### **TASK 1.8- AIRPORT ENVIRONS**

The Consultant will summarize local area land uses including residential, Section 4(f) public lands, and agricultural, commercial, industrial and institutional uses.

#### **TASK 1.9- EXISTING AIRPORT CONDITIONS**

The Consultant will research and describe the airport setting and study area in respects to terminal area facilities, air traffic service areas, airspace classifications, NAVAID and communications equipment, and special use airspaces, existing operational activity and based aircraft, airport role, as well as ownership and management structure for AIA.

## **ELEMENT 2 – AIRPORT ACTIVITY AND LIMITED DEMAND FORECAST**

The Consultant will prepare a limited aviation demand forecast for the Airport for the short (0-5 year), intermediate (6-10 year), and long term (11-20 year) time frames with the goal of establishing the existing and ultimate critical aircraft and having an idea of the potential growth of aircraft operations and based aircraft during in the near and long-term planning period.

Sources of operational data will include but are not limited to:

- Inventory Data
- Discussions with airport and airline staff
- Hangar waiting lists
- Traffic Flow Management System Counts (TFMSC)
- Socioeconomic characteristics of Alliance and the surrounding region

### **TASK 2.1- GENERAL AVIATION DEMAND FORECASTS**

Since AIA experiences less than 90,000 annual operations per year, the development of the planning forecast will be streamlined to focus on analysis of the existing critical aircraft and the likely future critical aircraft. This forecast will also inform the findings and recommendations in Element 3. Preparation of a limited demand forecast will involve evaluation of existing operations, feedback and background information from airport/City and airline staff, current hangar waiting lists, TFMS data, and any significant changes in the general population and economic status of Alliance and the surrounding region. Forecasts will be presented in tabular form including a discussion of the influences on operations and based aircraft growth.

The Consultant will prepare 20-year forecasts for the Airport's based aircraft; based aircraft fleet mix; annual operations including air taxi, military, commercial, and total annual operations. The base year for forecasting will be 2024 with future forecasts beginning in 2025 and reported for five year increments out to 2045.

## **ELEMENT 3 - FACILITY REQUIREMENTS**

Airport facility requirements, based on demand forecast projections, will be identified by phase (short, intermediate and long term) and presented in tabular format. Element 3 will be completed in accordance with AC 150/5070-6B, as amended; AC 150/5300-13B, as amended; AC 150/5325-4B, ***Runway Length Requirements for Airport Design***, as amended; AC 150/5320-6E, ***Airport Pavement Design and Evaluation***, as amended; and AC 150/5060-5, ***Airport Capacity and Delay***, as amended.

### **TASK 3.1- AIRFIELD/TERMINAL FACILITY REQUIREMENTS**

The Consultant will determine the appropriate airfield/airside facility needs including airfield dimensional criteria; all-weather and IMC wind coverage; airfield capacity; runway length and width requirements; runway visibility and line-of-sight requirements; taxiway requirements; airfield pavement requirements; NAVAID requirements; and marking, lighting and signage requirements.

The Consultant will determine the appropriate terminal area/landside facility needs including peak hourly passenger activity; passenger terminal building requirements; auto parking requirements; aircraft storage/tie-down requirements; apron and taxilane requirements; and support facility requirements including fueling. The terminal facility requirements will be developed in the form of gross areas and basic units and will be compared to those that

presently exist to identify the future development items needed to maintain adequate service, function, and operation based on existing and forecast needs at the Airport.

#### **ELEMENT 4- DEVELOPMENT ALTERNATIVES**

On the basis of forecast need and the airport facility requirements established in preceding elements, preliminary development concepts (minimum of three) will be created. Each concept will be based on schemes for development within existing or expanded airport boundaries and will show development during the 20-year planning period. Concepts will be analyzed based on their ability to satisfy the identified facility requirements, SWOT analysis, environmental considerations, engineering factors, costs, and ease of implementation and constructability. Based on existing available data, this task will identify and review various constraints and potential impacts.

##### **TASK 4.1 AIRFIELD/AIRSIDE ALTERNATIVES**

On the basis of the physical constraints at the airfield and the updated facility requirements, the Consultant will develop three airfield development concepts. Each concept will consider all runway and taxiway improvements needed during the 20 year planning period and confirm previous planning efforts or recommend changes. This will include an analysis of the functional need of all airside pavement areas and the potentially affected environment including on and off-airport obstruction impacts to airspace surfaces (Part 77 and TERPS). Preliminary development costs will be assembled for the three airfield concepts. These development concepts will encompass size, square footage, locations, accommodations, siting, and configurations of the following airfield facilities:

- Runway;
- Taxiway;
- Lighting and Markings;
- NAVAIDs; and
- Property Acquisition.

##### **TASK 4.2 TERMINAL AREA/LANDSIDE ALTERNATIVES**

Based on the terminal area facility requirements determined under the previous element, formulate preliminary terminal area development concepts (minimum of three). A final option will be based on schemes for development within or beyond existing airport boundaries which show all necessary aeronautical related development during the 20-year planning period. These development options, as with the airfield options, will encompass size, square footage, locations, accommodations, siting and configurations of the following terminal area facilities:

- Terminal Building
- Auto Parking;
- Airport Access;
- Aircraft Hangars;
- Aircraft Apron and Taxilanes;
- Fueling facilities; and Support Facilities

#### **ELEMENT 5 - ENVIRONMENTAL OVERVIEW**

The Consultant will perform a desktop review of existing, publicly available, environmental conditions at AIA. The Consultant will conduct this review based on guidance in FAA AC 150/5070-6B, *Airport Master Plans*, as amended.

### **TASK 5.1- REVIEW ENVIRONMENTAL CONSEQUENCES**

Potential environmental consequences associated with the implementation of the airside and landside preferred development concept selected by the Sponsor will be discussed and highlighted in accordance with FAA Orders 1050.1F as follows:

- Airport/Aircraft Noise;
- Climate;
- Compatible Land Use (aeronautical and non-aeronautical use);
- Socioeconomic Impacts and children's environmental health and safety risks;
- Air Quality;
- Water Resources (wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers, coastal resources);
- Waters of the US, including Wetlands;
- Department of Transportation Act, Section 4(f)
- Land and Water Conservation Fund Section 6(f) Lands;
- Historic, Architectural, Archeological and Cultural Resources;
- Biological Resources (including fish wildlife, and plants);
- Prime and Unique Farmland;
- Energy Supply and Natural Resources;
- Visual Effect (including Light Emissions);
- Hazardous Waste, Solid Waste, and Pollution Prevention

### **ELEMENT 6 – AIRPORT LAYOUT PLAN**

The Consultant will provide a newly created Airport Layout Plan (ALP) in accordance with the guidelines established in FAA Advisory Circular (AC) 150/ 5070-6B, ***Airport Master Plans***, as amended, and FAA Standard Operating Practice (SOP) 2.00, ***Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)***. The ALP will conform to the requirements of FAA Central Region guidelines, as well as SOP 2.00. When submitting the draft ALP for FAA review, the Consultant will include a completed SOP 2.00 checklist.

### **TASK 6.1- AIRPORT LAYOUT PLAN – EXISTING & FUTURE**

Concurrent with the Inventory Chapter development, the Consultant will begin preparation of an Airport Layout Plan (ALP) update reflecting existing conditions in accordance with the most current FAA AC 150/5300-13B, Airport Design and FAA AC 5070-6B, Airport Master Plans guidelines, using the computer-aided drafting program AutoCAD to facilitate revisions and transfers to other systems. The ALP set will include the following drawings:

*Title Sheet, Airport Layout Drawing, Airport Airspace Drawing(s), Inner Portion of the Approach Surface Drawing(s) (IPASD), Departure Surface Drawing(s), Terminal Area Drawing, Land Use/Utility Plan, and an updated Exhibit A.*

The Exhibit A will be an update to the existing Exhibit A. The Exhibit A will comply with standards set forth in *FAA ARP 3.00 Standards Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airports Property Inventory Maps*. The consultant will acquire all deeds associated with airport owned land. This plan will provide adequate detail to meet FAA ALP standards with the exception of instrument approach procedure determination/application. The base mapping information for the ALP process will be provided by the conducting a topographical survey to obtain elevation contours. An AGIS aeronautical survey will provide obstruction data for Part 77 surfaces. Orthophotography aerial images will be obtained through aerial mapping techniques

Airport: Alliance Municipal Airport (AIA)  
FAA Project No.: 3-31-003-029-2025

and will be used to create the base map of all ALP drawings. Topographical contours will be surveyed for the entire area of the airport and will be included as part of the base map. Base map and ALP details will include, but are not limited to:

- Runway, taxiways, buildings, NAVAIDS, parking areas, roads, lighting, fueling facilities, tie-down areas, and other prominent airport features with dimensions.
- Trees, streams, known utility lines, towers, and other prominent natural features.
- Airport boundaries, runway protection zones, easements, and other areas that need to be controlled by the Sponsor.
- Adjacent non-airport property, with land use specified.
- Areas reserved for future aviation and non-aviation development.
- Topographic contours.
- Orthophotography/aerial images of airport for base map.
- Location and vicinity maps.
- Data tables showing all pertinent airfield data.
- Airspace and IPASD analysis based on AGIS Aeronautical survey data for the following surfaces:
  - FAR Part 77 imaginary airspace surfaces (primary, approach, transitional, horizontal and conical) (approximately the first 3,400 feet of the approach surface)
  - Object Clearing Surface (approximately the first 3,400 feet)
  - Vertical Guidance Surface (approximately the first 3,400 feet)
  - Departure Surface (approximately the first 3,400 feet)

#### **Airport GIS (AGIS) Obstruction Survey**

The AGIS survey will be conducted in conformance with AC 150/5300-17C and 150/5300-18B. The mapping limits and scope of the survey are included in this Scope of Work/Services as Attachment A.1.

#### **ALP DELIVERABLES:**

Within 15 calendar days of receipt of the approved airspace review and upon authorization from the Sponsor/NDOT/FAA:

- One electronic file containing AutoCAD drawing files of the final version of each ALP sheet.
- One copy of the final version of each ALP sheet on full-size (22" x 34") draft paper copy signed by appropriate representative of the Sponsor will be delivered to the Sponsor only.

#### **ELEMENT 7 - CAPITAL IMPROVEMENT PROGRAM (CIP)**

The CIP will include the compilation of recommended capital improvement development, maintenance, and rehabilitation projects, as well as their associated probable costs, that are based upon the findings of the aviation demand forecasts and the facility requirements analysis. The CIP will also identify a recommended development schedule, including cost of capital development, throughout the 20-year planning period based on the short (0-5 year), intermediate (6-10) and long-term (11-20 year) timeframe.

#### **TASK 7.1- ESTABLISH CIP**

The Consultant will complete a comprehensive schedule of capital improvement projects for each phase of the planning period to accommodate projected demand for the short, intermediate and long-term timeframe. The CIP will define specific development, maintenance,

and rehabilitation projects and establish project priorities. Phase I (0-5 year) capital improvements will be outlined by year recognizing local, state, and Federal funding levels. Phase II (6-10 year) and Phase III (11-20 year) will be categorized by airport component (i.e., airfield/airside, terminal area/landside, support facility and non-operational development). The CIP will take into account the feasibility and operational requirements of the preferred alternative development concept.

#### **TASK 7.2- CIP DEVELOPMENT COSTS**

The CIP cost estimates will encompass the 5-year timeframe and will be based upon current dollar value without consideration being given to inflation in future development years. Facility development and construction cost estimates will be generated based upon unit prices that correspond to the breadth and size of the particular capital improvement. Engineering, legal, administrative and contingency costs for each year and phase of development will be incorporated into the final CIP cost estimates. Lastly, the CIP cost estimates will include a distribution of costs for each year and project including the estimated federal, state and local share of financial responsibility.

### **ELEMENT 8 - DOCUMENTATION, DELIVERABLES, AND MEETINGS**

#### **TASK 8.1- WORKING PAPERS AND FINAL DRAFT REPORT**

The Consultant will prepare and submit working papers to the Sponsor. Each draft working paper will be submitted electronically to the Sponsor and approximately two weeks before a scheduled project meeting outlined below.

<b>Working Paper</b>	<b>Project Element(s)</b>
No. 1	Project Elements 1 and 2
No. 2	Project Elements 3, 4, and 5
ALP Submittal	Project Element 6
No. 4	Project Elements 7 and 8

Comments received regarding working papers from the Sponsor, NDOT, and FAA will be incorporated in a final draft narrative report. Following review and comment and receipt of written comments on the final draft report from the Sponsor, copies will be submitted to FAA for review. As a matter of procedure, the Consultant will allow one (1) month for FAA review of the final draft report. Five (5) copies will be submitted for review to the Sponsor and one (1) copy for FAA. Sponsor and FAA review comments will be incorporated into the final printed report, as appropriate.

#### **TASK 8.2- DELIVERABLE PRODUCT**

Following review and acceptance of the final draft report by the Sponsor and FAA, and approval of the ALP by the FAA following FAA airspace review, the Consultant will prepare final deliverable reports within one month of receipt of Sponsor and FAA acceptance and approval. Five (5) copies of the accepted report will be printed and submitted to the Sponsor. Each final report will contain reduced copies of the ALP drawings. One (1) PDF versions of the narrative plan, as well as a full ALP set in AutoCAD will be submitted to the Sponsor and FAA. One (1) copy of the deliverable report and one (1) set of the ALP drawings will be submitted to the FAA for signature. FAA will retain one (1) approved copy, two (2) sets will be submitted to the Sponsor and one returned to the Consultant. One (1) digital copy and/or physical copy of the ALP and narrative will be submitted to NDOT.

Airport: Alliance Municipal Airport (AIA)  
FAA Project No.: 3-31-003-029-2025

**TASK 8.3- PROJECT COORDINATION AND MEETINGS**

The Consultant will hold three meetings with the Technical Advisory Committee (or Airport Board) to present and discuss the findings of the ALP and Narrative Report. The meetings will include an initial kick-off / site visit meeting, an Alternative Developments meeting, and a final meeting to present the ALP and narrative report.

Attached:

A.1 AGIS Survey Scope and Mapping Limits

## ATTACHMENT A.1

Wilson & Company's role will be focused on the data and mapping needs to meet the requirements AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks:

- 1) Obstruction Analysis for FAA AC 150/5300-18B Change 1 Vertically Guided Approach Obstruction Identification Surfaces.
- 2) Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "C."
- 3) Obstruction Analysis for FAR Part 77, AC-13B, Change 1 Approach and Departure Surfaces for Existing Runways 08/26, 12/30, and 17/35.

### **Task 01 - Obstruction Analysis for FAA AC 150/5300-18B Change 1 Vertically Guided Approach Obstruction Identification Surfaces**

- AIA is a Part 139 airport and is required to perform an Airport Airspace Analysis Survey when completing and ALP Update pursuant to the AGIS Survey Project Planning Guide v3.1. Initiate and complete the AGIS Project process on the Airport Data and Information Portal (ADIP) as a Safety-Critical, No Design Data project.
  - Develop SOW and plans as required.
- Preliminary research shows that AIA does currently have PACS and SACS and these will be used as the basis of control for this project. If the PACS and SACS are disturbed or are unable to be found, Temporary Survey Marks (TSMs) will be established for the basis of control in accordance with AC-16B.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Obstruction Identification Surfaces.
  - Estimated 22 control points and 5 check points.
  - Imagery will be collected at a ground sample distance of 0.50', flight layout will be provided.
- Geo-referencing of aerial photography.
- Survey runway ends and thresholds on all usable runways.
- Runway profile survey on all usable runways.
- Navigational aid inventory for NAVAIDs associated to the airport including the associated perpendicular points.
- Wilson & Company will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) for single penetrations as specified in Section 2.7.1.6 of AC-18B. Area features will be collected using the Area Limit Object Requirements as specified in Section 2.7.1.5 of AC-18B.
- Development of new ortho-photography of the limits as shown in Attachment "B".
  - Pixel resolution of 0.5-feet over the entire mapping limits.
- Collect major landmark features within imagery coverage.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.

- Develop the final reports to AGIS.
  - Imagery Acquisition Report
  - Final Project Report

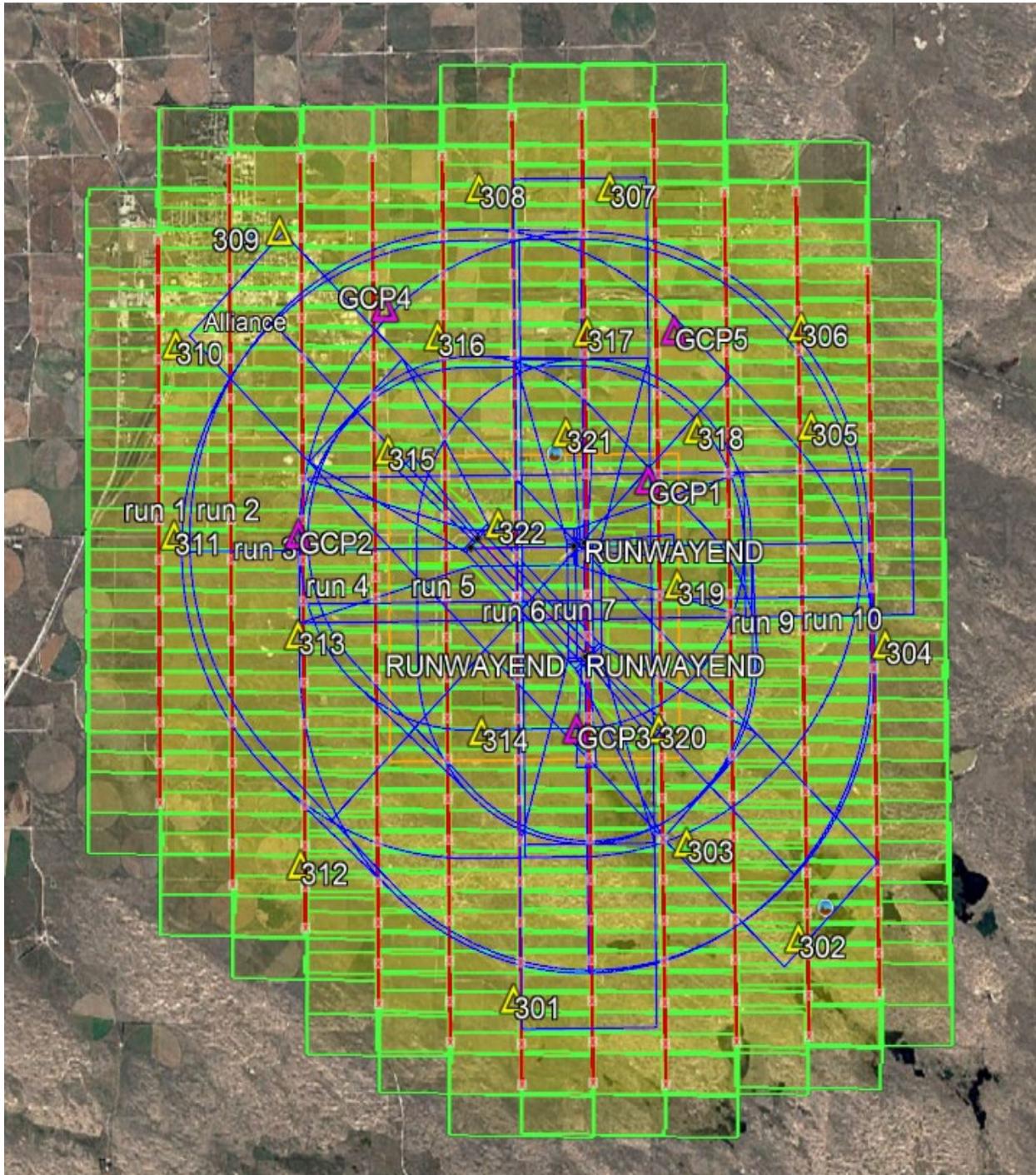
**Task 02 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "C."**

- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals (Orange Boundary).
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "D" (Green Boundary).

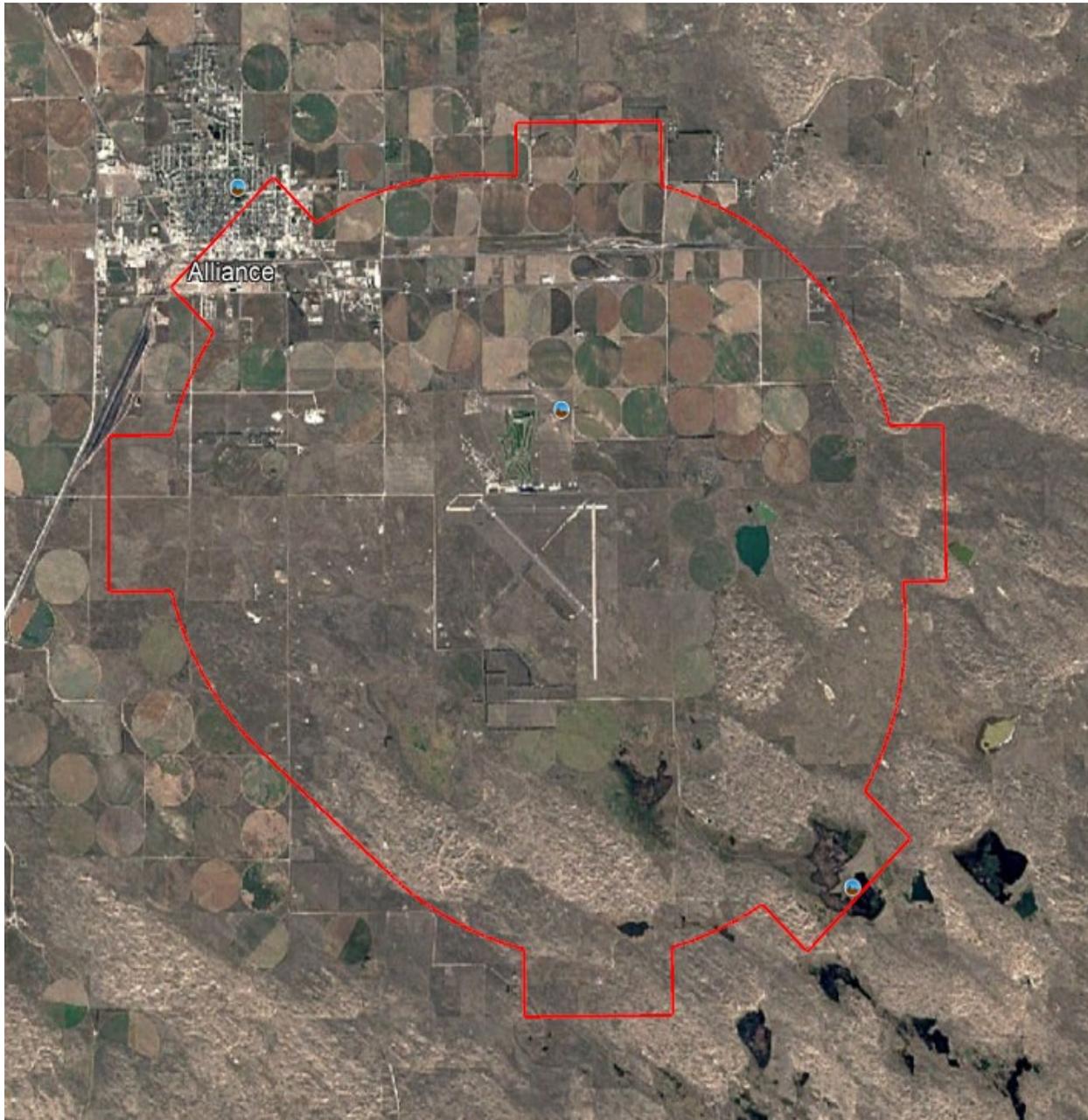
**Task 03 – Obstruction Analysis for FAR Part 77, AC-13B, Change 1 Approach and Departure Surfaces for Existing Runways 08/26, 12/30, and 17/35.**

- The airport intends to shorten Runway 17/30 to decouple the runways.
- Obstruction analysis for surface penetrations of the FAR Part 77
  - Existing Runway 30 is a Precision (PIR), truncated at 20,200 feet.
  - Existing Runway 12 is a Non-Precision Type C.
  - Existing Runway 08/26 is a Non-Precision Type C.
  - Existing Runway 17/35 are Visual Type B
- Airspace analysis of the Approach and Departure surfaces in AC-13B, Change 1 for all existing runways and Future Runway 30.
  - Runway Type Classifications to be provided by Lochner.
- Develop and deliver a .CSV containing information to the obstructions that were collected within the Obstruction Identification Surfaces:
  - Will contain Northing, Easting, Elevation, Description, and Penetration Depth.
- Develop and deliver an AutoCAD file containing information to any obstacles penetrating the above specified surfaces.

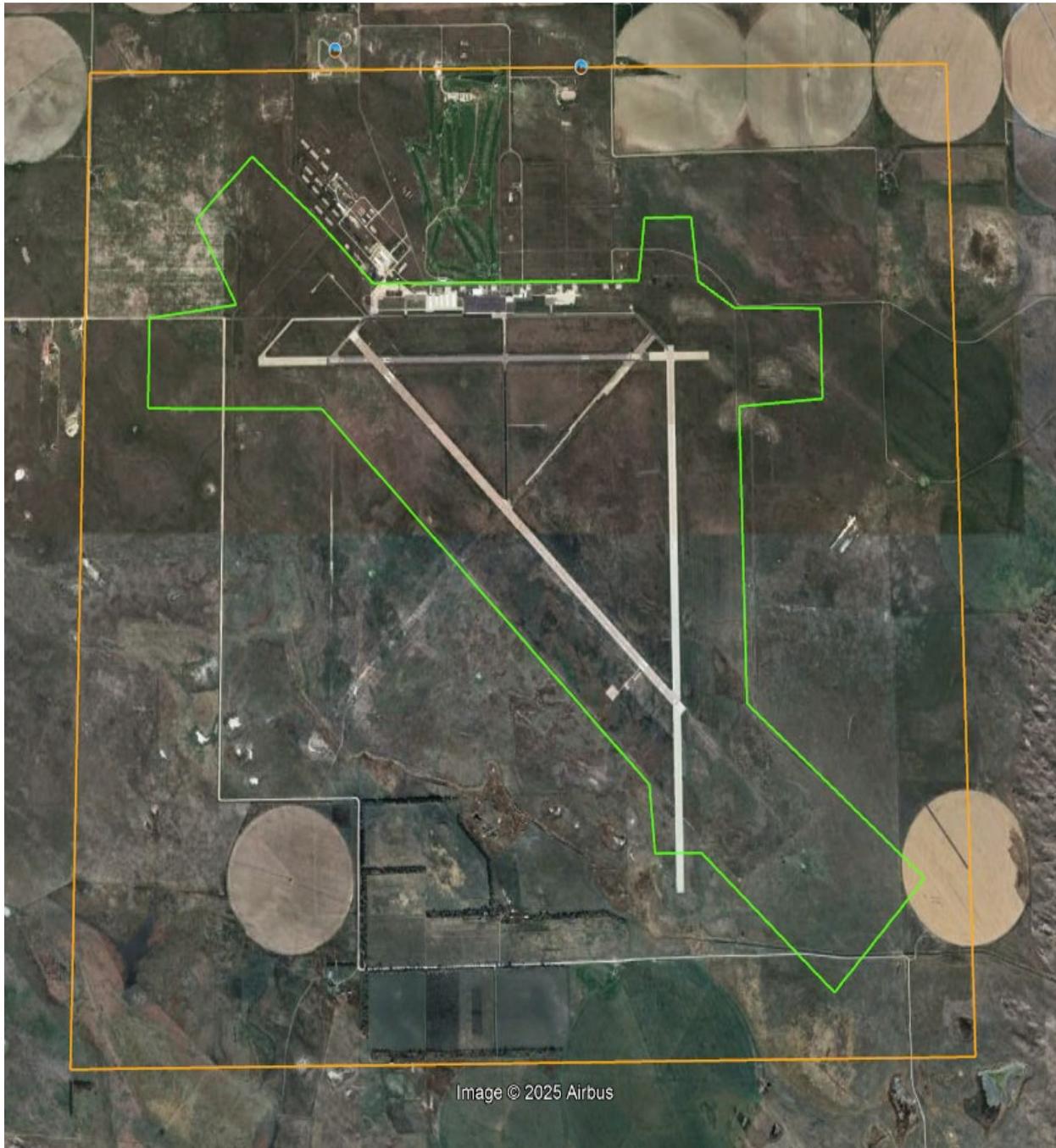
## Attachment A: Imagery Limits



## Attachment B: Ortho Limits



## Attachment C: Mapping Limits



**NORTH**

## Attachment D: Survey Requirements

**Table 2-1. Survey Requirements Matrix**

Intended End Use of the Data Required Tasks V	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development
Provide a Survey and Quality Control Plan	150/5300-16/17/18	-	-
Establish or validate Airport Geodetic Control	150/5300-16	-	-
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	-	-
Survey runway end(s)/threshold(s)	150/5300-18	-	-
Monument runway end(s)/threshold(s)	150/5300-18	-	-
Document runway end(s)/threshold location(s)	150/5300-18	-	*1
Identify and survey any displaced threshold(s)	150/5300-18	-	-
Monument displaced threshold(s)	150/5300-18	*1	-
Document displaced threshold(s) location	150/5300-18	-	-
Determine or validate runway length	150/5300-18	-	-
Determine or validate runway width	150/5300-18	-	-
Determine runway profile using 50 foot stations	150/5300-18	*2	-
Determine runway profile using 10 foot stations	150/5300-18	*2	-
Determine the touchdown zone elevation (TDZE)	150/5300-18	-	-
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	-	-
Determine and document the horizontal extents of any Stopways	150/5300-18	-	-
Determine any Stopway profiles	150/5300-18	-	-
Determine if the runway has an associated clearway	150/5300-18	-	-
Survey clearway to determine objects penetrating the slope	150/5300-18	-	-
Determine and document the taxiway intersection to threshold distance	150/5300-18	-	-
Determine runway true azimuth	150/5300-18	-	-
Determine or validate and document the position of navigational aids	150/5300-18	-	-
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	-	-
Determine potential navigational aid screening objects	150/5300-18	-	-
Collect and document VOR receiver checkpoint location and associated data	150/5300-18	-	-
Perform or validate and document an airport airspace analysis	150/5300-18	-	-
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	-	-
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	-	-
Collect or validate and document airport planimetric data	150/5300-18	-	-
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	-	-
Perform or validate a topographic survey	150/5300-18	-	*4
Collect and document runway and taxiway lighting	150/5300-18	-	-
Collect and document parking stand coordinates	150/5300-18	-	-
Collect cultural and natural features of landmark value	150/5300-18	-	-
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	-	-
Determine all Land Use to 65 DNL contour	150/5300-18	-	-
Document features requiring digital photographs	150/5300-18	-	-
Document features requiring sketches	150/5300-18	-	-
Collect position and type of runway markings	150/5300-18	-	-
Collect position and type taxiway markings	150/5300-18	-	-
Locate, collect, and document photo ID points	150/5300-17	-	-
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	-	-
Collect imagery	150/5300-17	-	-
Provide a final Project Report	150/5300-16/18	-	-

\*Only when runway construction is involved.

\*All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

\*Only required for the identified Category II and III special topographic survey\*\*

\*For Cat II and III radar altimeter area or if specifically requested

**ATTACHMENT B  
AGREEMENT PRICE AND SCHEDULE OF VALUES**

The Sponsor agrees to compensate the Consultant for performing planning services as described herein on the following basis:

**COMPENSATION SCHEDULE**

A. Project Formulation.....	\$3,700 Lump Sum
B. Airport Layout Plan .....	\$209,200 Lump Sum
C. Narrative Report .....	\$150,600 Lump Sum
D. Meetings and Deliverables .....	\$35,400 Lump Sum
<b>Total Compensation .....</b>	<b>\$398,900 Lump Sum</b>

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

# DERIVATION OF CONSULTANT PROJECT COSTS

## AIRPORT LAYOUT PLAN and NARRATIVE REPORT

### ALLIANCE MUNICIPAL AIRPORT (AIA) ALLIANCE, NEBRASKA

#### AVIATION PLANNING SERVICES

March 3, 2025

#### 1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	4	\$ 109.00	\$ 436.00
Project Manager	177	\$ 102.00	\$ 18,054.00
Senior Design Engineer	0	\$ 101.00	\$ -
Design Engineer	28	\$ 68.00	\$ 1,904.00
Airport Planner	541	\$ 77.00	\$ 41,657.00
Environmental Scientist	38	\$ 62.00	\$ 2,356.00
Design Technician	548	\$ 52.00	\$ 28,496.00
Administrative Asst.	2	\$ 51.00	\$ 102.00
Total Direct Salary Costs			= \$ 93,005.00

#### 2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 169.36% = \$ 157,513.27

#### 3. SUBTOTAL:

Items 1 and 2 = \$ 250,518.27

#### 4. PROFIT:

15% of Item 3 Subtotal = \$ 37,577.74

Subtotal of Items 3 and 4 = \$ 288,096.01

#### 5. OUT-OF-POCKET EXPENSES:

a. Mileage 2,730 miles @ \$0.70/mile = \$ 1,911.00  
b. Meals 12 @ \$68.00/day = \$ 816.00  
c. Motel 9 days @ \$110.00/day = \$ 990.00  
d. Mailing & Misc. Expenses = \$ 1,956.99

Total Out-of-Pocket Expenses = \$ 5,673.99

#### 6. SUBCONTRACT COST:

a. Topo Survey, 18B AGIS Survey, Aerial Imagery = \$ 105,130.00

#### 7. TOTAL FEE:

\$ 398,900.00

Items 4 and 5

**AVIATION PLANNING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

**AIRPORT LAYOUT PLAN and NARRATIVE REPORT**

**ALLIANCE MUNICIPAL AIRPORT (AIA)  
ALLIANCE, NEBRASKA**

March 3, 2025

Classification:	Principal	Project Manager	Senior Design Engineer	Design Engineer	Senior Airport Planner	Environmental Scientist	Design Technician	Admin Asst.
Hourly Rate:	\$338	\$316	\$313	\$211	\$239	\$192	\$161	\$157.98

**A. PROJECT FORMULATION**

Project Formulation	1	6	0	0	6	0	0	0
<i>Labor Subtotal =</i>		\$3,664.51						
<i>Expense Subtotal =</i>		\$ 35.49						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 3,700.00</b>						

**B. AIRPORT LAYOUT PLAN w/NARRATIVE REPORT**

Element 1: Inventory Phase:	0	13	0	0	70	4	39	0
<i>Labor Subtotal =</i>		\$27,853.98						
<i>Expense Subtotal =</i>		\$ 46.02						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 27,900.00</b>						

Element 2: Airport Activity and Limited Forecast:	0	10	0	0	78	0	0	0
<i>Labor Subtotal =</i>		\$21,764.02						
<i>Expense Subtotal =</i>		\$ 35.98						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 21,800.00</b>						

Element 3: Facility Requirements:	0	13	0	0	78	0	18	0
<i>Labor Subtotal =</i>		\$25,611.29						
<i>Expense Subtotal =</i>		\$ 88.71						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 25,700.00</b>						

Element 4: Development Alternatives	1	31	0	0	162	4	44	0
<i>Labor Subtotal =</i>		\$56,627.96						
<i>Expense Subtotal =</i>		\$ 72.04						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 56,700.00</b>						

Element 5: Environmental Overview	0	3	0	0	8	30	0	0
<i>Labor Subtotal =</i>		\$8,617.63						
<i>Expense Subtotal =</i>		\$ 82.37						
<i>Subconsultant Subtotal =</i>		\$ -						
<b>Total Fee =</b>		<b>\$ 8,700.00</b>						

Classification:		Principal	Project	Senior Design	Design Engineer	Senior Airport	Environmental	Design	Admin Asst.
Hourly Rate:		\$338	\$316	Engineer \$313	\$211	Planner \$239	Scientist \$192	Technician \$161	\$157.98
Element 6. Airport Layout Plan		0	41	0	0	80	0	447	0
<i>Labor Subtotal</i> =	\$104,037.34	\$0.00	\$12,954.33	\$0.00	\$0.00	\$19,081.46	\$0.00	\$72,001.54	\$0.00
<i>Expense Subtotal</i> =	\$ 32.66								
<i>Subconsultant Subtotal</i> =	\$ 105,130.00								
<b>Total Fee</b> =	<b>\$ 209,200.00</b>								
Element 7: Capital Improvement Program (CIP)		0	10	0	28	3	0	0	0
<i>Labor Subtotal</i> =	\$9,773.05	\$0.00	\$3,159.59	\$0.00	\$5,897.91	\$715.55	\$0.00	\$0.00	\$0.00
<i>Expense Subtotal</i> =	\$ 26.95								
<i>Subconsultant Subtotal</i> =	\$ -								
<b>Total Fee</b> =	<b>\$ 9,800.00</b>								
Element 8. Documentation, Deliverables, and Meetings		2	50	0	0	56	0	0	2
<i>Labor Subtotal</i> =	\$30,146.23	\$675.29	\$15,797.96	\$0.00	\$0.00	\$13,357.02	\$0.00	\$0.00	\$315.96
<i>Expense Subtotal</i> =	\$ 5,253.77								
<i>Subconsultant Subtotal</i> =	\$ -								
<b>Total Fee</b> =	<b>\$ 35,400.00</b>								
<b>PART A SUBTOTAL</b> =	<b>\$ 398,900.00</b>								
<b>FAA ELIGIBLE TOTAL</b> =	<b>\$ 398,900.00</b>								
<b>GRAND TOTAL</b> =	<b>\$ 398,900.00</b>								

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

**ATTACHMENT C  
PROJECT SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

**SCHEDULED PERFORMANCE IN CALENDAR DAYS**

- A. Project Formulation..... As Required
- B. ALP with Narrative Report .....380 Calendar Days after NTP
- AGIS Aeronautical Survey .... 240 Calendar Days after NTP

The schedule presented above does not include review time by the Owner, NDOT, FAA or other interested agencies.

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

### PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS .....	7
TRADE RESTRICTION CERTIFICATION.....	7
VETERAN’S PREFERENCE.....	8

### PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING .....	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES .....	10
TERMINATION OF CONTRACT.....	11

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

DEBARMENT AND SUSPENSION..... 12

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 13

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 14

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

CLEAN AIR AND WATER POLLUTION CONTROL ..... 15

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

BREACH OF CONTRACT TERMS ..... 15

DISADVANTAGED BUSINESS ENTERPRISE ..... 15

**PROVISIONS APPLICABLE TO ALL CONTRACTS****ACCESS TO RECORDS AND REPORTS**

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

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

**CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

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

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

**CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
 FAA Order 1400.11

**Title VI Solicitation Notice**

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

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

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

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

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

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

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

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

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

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

**RIGHT TO INVENTIONS**

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

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

**SEISMIC SAFETY**

Reference: 49 CFR Part 41

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

**TAX DELINQUENCY AND FELONY CONVICTIONS**

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

The Contractor certifies:

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

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

**TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

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

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

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

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

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

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

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

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

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

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

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000****DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

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

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

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

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

**Equal Opportunity Clause**

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

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

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

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

#### **PROHIBITION OF SEGREGATED FACILITIES**

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

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

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

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

## TERMINATION OF CONTRACT

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

### Termination for Convenience (Professional Services)

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

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

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

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

### Termination for Cause (Professional Services)

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

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

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

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

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

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

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

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

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

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

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

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

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

#### **Certification of Offeror/Bidder Regarding Debarment**

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000****CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

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

## 1. Overtime Requirements.

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

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

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

## 3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

#### 4. Subcontractors.

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

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

#### Certification Regarding Lobbying

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

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

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000****CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000****BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

**Solicitation Language (Solicitations that include a Contract Goal)****Bid Information Submitted as a matter of responsiveness:**

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

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

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

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

**Bid Information submitted as a matter of bidder responsibility:**

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

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

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

**Solicitation Language (Race/Gender Neutral Means)**

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

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

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

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

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# Narrative

## April 1, 2025



### **RESOLUTION – AIRPORT LAYOUT PLAN PROJECT AGENCY AGREEMENT, GRANT DOCUMENTS AND FEDERAL CERTIFICATIONS.**

The Alliance Municipal Airport has included in its Capital Improvement Program through the Federal Aviation Administration (FAA) engineering fees for an Airport Layout Plan (ALP) with narrative project.

Federally-obligated airports are required to keep their ALP current by depicting existing and future facilities. Projects must be shown on the ALP to be eligible for FAA funding. The Airport Layout Plan is a graphic representation of existing and future facilities at an airport. The plan typically covers a 20-year planning period. The last ALP for Alliance was approved in 1995. In addition to the drawings, the plan will include a Narrative Report. This is like a small version of a strategic plan for an airport.

The 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 cost of this project will be \$398,900.00. 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 current budget includes money at the old funding level of 90/10 split. The formal application must be completed before a grant can be issued.

This is the final step in proceeding with the project. The City Council approved the Airport Engineer Selection on May 7, 2024, to Armstrong Consultant, Inc. At the time of selection, Armstrong Consultants, Inc. was a wholly owned subsidiary of H.W. Lochner. As of September 3, 2024, the business name of Armstrong Consultants, Inc. was discontinued, and they are now doing business as Lochner.

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

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

RESOLUTION NO. 25-40

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

*WHEREAS*, The City of Alliance is eligible to receive grant funding for the Airport Layout Plan of the airport, identified as, Grant Project No. 3-31-0003-029-2025 (PO1); and

*WHEREAS*, The City finds it is in the City’s best interest to submit a grant application for the Airport Layout Plan at the Alliance Municipal Airport; and

*WHEREAS*, State law requires that the City have an Agency Agreement established for these funds; and

*WHEREAS*, The City Council finds it is in the City’s best interest to have the Nebraska Department of Transportation –Division of Aeronautics to act as the agent for City of Alliance Municipal Airport for Grant Project No. 3-31-0003-029-2025 (PO1); and

*WHEREAS*, The Nebraska Department of Transportation –Division of Aeronautics has provided the City with an Agency Agreement for execution.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance submit a grant application to obtain assistance for the Airport Layout Plan Project at the Alliance Municipal Airport, identified as Grant Project No. 3-31-0003-029-2025 (PO1).

*BE IT FURTHER RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance shall enter into an Agency Agreement with the Nebraska Department of Transportation –Division of Aeronautics for Grant Project No. 3-31-0003-029-2025 (PO1) and that such an Agreement is attached hereto and incorporated herein by this reference.

*BE IT FURTHER RESOLVED*, The Mayor is authorized to sign all documents associated with the grant application and acceptance of the grant funding.

*BE IT FURTHER RESOLVED* that the Mayor of the City of Alliance is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Alliance and the City Clerk is hereby authorized to attest said execution.

*BE IT FURTHER RESOLVED* that said Agreement, referred to herein, is inserted in full and attached herewith and made a part hereof as Exhibit “O”.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 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. 3-31-0003-029-2025 (P01)**

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.

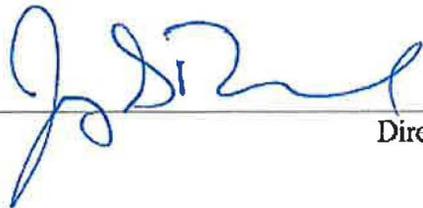
"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"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 13th day of March, 2025.



  
 \_\_\_\_\_  
 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.

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\*2. Type of Application

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

3-31-0003

5a. Federal Entity Identifier:

3-31-0003-029-2025

\*5b. Federal Award Identifier:

029-2025

**State Use Only:**

6. Date Received by State:

7. State Application Identifier: 3-31-0003-029-2025 (P01)

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Alliance, Nebraska

\*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:

**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.):**

Alliance Municipal Airport and it's approaches, near the city of Alliance, in Box Butte County, Nebraska.

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

Update Airport Layout Plan (ALP) and Narrative Report [IJA]

**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	\$ 381,900
*b. Applicant	\$ 20,100
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 402,000

**\*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:

## Application for Federal Assistance (Planning Projects)

### Part II – Project Approval Information

#### Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

<b>Item 1</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4</b> Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.  CFDA: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414 <input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

## **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 III – Budget Information

### Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 381,900	\$ 20,100	\$ 402,000
2.				
<b>3. TOTALS</b>		\$ 381,900	\$ 20,100	\$ 402,000

### Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 3,100	\$	\$	\$	\$ 3,100
b. Airport Planning	398,900				398,900
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	402,000				402,000
f. Program Income					
<b>g. TOTALS (line e minus line f)</b>	\$ 402,000	\$	\$	\$	\$ 402,000

### Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Local Match	\$ 20,100	\$	\$	\$ 20,100
6.				
<b>7. TOTALS</b>	\$ 20,100	\$	\$	\$ 20,100

### Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
8. Federal	\$ 381,900	\$ 381,900	\$	\$	\$
9. Non-Federal	20,100	20,100			
<b>10. TOTAL</b>	\$ 402,000	\$ 402,000	\$	\$	\$

### Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)
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## Part IV - Program Narrative

(Suggested Format)

<b>PROJECT:</b> Update Airport Layout Plan (ALP) and Narrative Report [IJA]
<b>AIRPORT:</b> Alliance Municipal Airport (AIA); Alliance, Nebraska
<b>1. Objective:</b>  By the end of the project, the Airport Layout Plan will be updated, thoroughly evaluated, and reviewed in collaboration with the City, FAA, and the community. The resulting plan will offer clear, actionable guidance for the maintenance and development of the airport, ensuring it meets the region's aviation needs efficiently and sustainably while remaining fiscally responsible.
<b>2. Benefits Anticipated:</b>  It will ensure FAA compliance and eligibility for critical AIP funding. Serving as a strategic roadmap for long-term development, the ALP addresses infrastructure needs while improving operational efficiency and safety. It identifies deficiencies, supports airspace safety, and anticipates future growth. By aligning projects with community goals and environmental requirements, the ALP fosters economic development, attracts aviation-related businesses, and enhances the airport's value as a local asset. Additionally, it provides a framework for prioritizing improvements, guiding decision-making, and ensuring sustainable, efficient growth to meet future demand.
<b>3. Approach:</b> <i>(See approved Scope of Work in Final Application)</i>  The Airport Sponsor has hired a consultant to complete the Airport Layout Plan (ALP), including drawings, narrative report, and other deliverables following the FAA's guidance.  The Nebraska Department of Transportation, Division of Aeronautics, will assist the Airport Sponsor with administrative issues.
<b>4. Geographic Location:</b>  The Alliance Municipal Airport is approximately 3 miles southeast of the City of Alliance, Box Butte County, Nebraska.
<b>5. If Applicable, Provide Additional Information:</b>  N/A
<b>6. Sponsor's Representative:</b> <i>(include address &amp; telephone number)</i>  Name: John McGhehey, Mayor, City of Alliance Address: PO Box D, Alliance, NE 69301-0770 Phone: (308) 762-5400                      Email: jmcghehey@cityofalliance.net



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: 3-31-0003-029-2025

Description of Work: Update Airport Layout Plan (ALP) and Narrative Report [IIJA]

### 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:

Attach documentation clarifying any above item marked with a "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  
of Transportation  
**Federal Aviation  
Administration**

## **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: 3-31-0003-029-2025

Description of Work: Update Airport Layout Plan (ALP) and Narrative Report [IIJA]

#### 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.

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor: City of Alliance

Airport: Alliance Municipal Airport

Project Number: 3-31-0003-029-2025

Description of Work: Update Airport Layout Plan (ALP) and Narrative Report [IIJA]

### 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.

RESOLUTION NO. 25-41

*WHEREAS*, The City of Alliance desires to hire Mark Palmer as a seasonal employee at SkyView Golf Course for the 2025 season. Mr. Palmer has been recommended by Cultural and Leisure Services Director Shana Brown as she is responsible for selecting the seasonal parks, pool, golf and cemetery divisional staff; and

*WHEREAS*, Mark Palmer is the father of Golf Pro Jerad Palmer; and

*WHEREAS*, The City of Alliance has made a reasonable solicitation and consideration of applications for this position and Mr. Palmer is qualified and able to perform the duties and will do so at the preapproved standard rate of pay. No other employee will be terminated as the result of this hiring; and

*WHEREAS*, Section 49-1499.04 of the Nebraska State Statutes require that the hiring of an immediate family member must be fully disclosed to and approved by the City Council.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that pursuant to Section 49-1499.04 of the Nebraska State Statutes a disclosure has been made for the hiring of Mark Palmer for the 2025 season at SkyView Golf Course and his employment is approved by the City Council and authorizes the City of Alliance to enter an Agreement for the Employment of a Family Member (Exhibit A).

*NOW, THEREFORE, BE IT RESOLVED* the Golf Pro Jerad Palmer, will not be involved in any employment issues regarding Mark Palmer and all employment issues will be handled through City Manager Seth Sorensen.

*BE IT FURTHER RESOLVED*, The approved hiring of Mark Palmer and entered agreement for the Employment of a Family Member (Exhibit A) is for the seasonal employment of 2025, and is required to be annually authorized consistent with Section 49-1499.04 of the Nebraska State Statutes.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

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

(SEAL)

Attest:

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

Approved as to Form and Legality:

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



**CITY OF ALLIANCE**  
**EMPLOYMENT OF A FAMILY MEMBER AGREEMENT**



Applicant Name: \_\_\_\_\_

Position: \_\_\_\_\_ Wage: \_\_\_\_\_

Supervisor/Family Member: \_\_\_\_\_

**Purpose**

This agreement outlines the conditions of employment for an immediate family member. This employment is subject to compliance with City policy (Section 4.5.1) and Nebraska Revised Statute 49-1499.04, ensuring transparency, fairness, and the prevention of conflicts of interest.

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**Conditions of Employment**

1. Legal Compliance & Governing Body Approval

Per Nebraska Revised Statute 49-1499.04, an official or employee of a political subdivision may employ, recommend, or supervise an immediate family member only if they do not abuse their official position, make a full disclosure on the record to the City Council, and submit a written disclosure to the City Clerk and HR Director. City Council must provide final approval for the employment. This document serves as a disclosure of this employment arrangement.

2. Hiring Process & Qualifications

In accordance with state law, the hiring follows a reasonable solicitation and consideration of applications, and it has been determined that the applicant is qualified for and able to perform the duties of the position. The compensation for this position is consistent with other seasonal employees and is not unreasonably high. The applicant will be expected to perform all duties required for the position without exception.

3. City Manager Oversight & Alternative Supervision

The City Manager will oversee all employment-related decisions for the applicant, including but not limited to hiring, performance evaluations, disciplinary actions, and termination. The employee will not report directly to the immediate family member for any employment-related matters.

A designated Alternative Supervisor, \_\_\_\_\_, will oversee work assignments, scheduling, performance evaluations, and any necessary disciplinary actions.

4. Prohibited Actions

The employment of the applicant did not result from the termination of another employee to create an open position. The Supervisor/family member will not engage in any preferential treatment, salary increases, or special privileges related to the applicant's employment.

5. Future Considerations

For seasonal employment, this agreement applies only to the current seasonal employment period. Future seasonal employment will require a new agreement and separate compliance review before hiring. Nebraska Revised Statute 49-1499.04 requires full disclosure and governing body approval each time a family member is hired or supervised by an immediate relative.

---

**Acknowledgment & Signatures**

By signing below, all parties acknowledge and agree to the terms of this agreement, ensuring compliance with City policy and Nebraska Revised Statute 49-1499.04.

Applicant:	_____	Date:	_____
Supervisor/Family Member:	_____	Date:	_____
Alternative Supervisor Signature:	_____	Date:	_____
HR Director Signature:	_____	Date:	_____
City Manager Signature:	_____	Date:	_____
City Clerk Signature:	_____	Date:	_____

Date of City Council Review and Approval: \_\_\_\_\_

RESOLUTION NO. 25-42

*WHEREAS*, The City of Alliance desires to hire Reese Armstrong as a seasonal employee at Big Blue Bay for the 2025 season. Miss Armstrong has been recommended by Cultural and Leisure Services Director Shana Brown as she is responsible for selecting the seasonal parks, pool, golf and cemetery divisional staff; and

*WHEREAS*, Reese Armstrong is the daughter of Pool Manager Erin Armstrong; and

*WHEREAS*, The City of Alliance has made a reasonable solicitation and consideration of applications for this position and Miss Armstrong is qualified and able to perform the duties and will do so at the preapproved standard rate of pay. No other employee will be terminated as the result of this hiring; and

*WHEREAS*, Section 49-1499.04 of the Nebraska State Statutes require that the hiring of an immediate family member must be fully disclosed to and approved by the City Council.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that pursuant to Section 49-1499.04 of the Nebraska State Statutes a disclosure has been made for the hiring of Reese Armstrong for the 2025 season at Big Blue Bay and her employment is approved by the City Council and authorizes the City of Alliance to enter an Agreement for the Employment of a Family Member (Exhibit A).

*NOW, THEREFORE, BE IT RESOLVED* the Pool Manager Erin Armstrong, will not be involved in any employment issues regarding Reese Armstrong and all employment issues will be handled through City Manager Seth Sorensen.

*BE IT FURTHER RESOLVED*, The approved hiring of Reese Armstrong and entered agreement for the Employment of a Family Member (Exhibit A) is for the seasonal employment of 2025, and is required to be annually authorized consistent with Section 49-1499.04 of the Nebraska State Statutes.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

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

(SEAL)

Attest:

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

Approved as to Form and Legality:

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



**CITY OF ALLIANCE**  
**EMPLOYMENT OF A FAMILY MEMBER AGREEMENT**



Applicant Name: \_\_\_\_\_

Position: \_\_\_\_\_ Wage: \_\_\_\_\_

Supervisor/Family Member: \_\_\_\_\_

**Purpose**

This agreement outlines the conditions of employment for an immediate family member. This employment is subject to compliance with City policy (Section 4.5.1) and Nebraska Revised Statute 49-1499.04, ensuring transparency, fairness, and the prevention of conflicts of interest.

---

**Conditions of Employment**

**1. Legal Compliance & Governing Body Approval**

Per Nebraska Revised Statute 49-1499.04, an official or employee of a political subdivision may employ, recommend, or supervise an immediate family member only if they do not abuse their official position, make a full disclosure on the record to the City Council, and submit a written disclosure to the City Clerk and HR Director. City Council must provide final approval for the employment. This document serves as a disclosure of this employment arrangement.

**2. Hiring Process & Qualifications**

In accordance with state law, the hiring follows a reasonable solicitation and consideration of applications, and it has been determined that the applicant is qualified for and able to perform the duties of the position. The compensation for this position is consistent with other seasonal employees and is not unreasonably high. The applicant will be expected to perform all duties required for the position without exception.

**3. City Manager Oversight & Alternative Supervision**

The City Manager will oversee all employment-related decisions for the applicant, including but not limited to hiring, performance evaluations, disciplinary actions, and termination. The employee will not report directly to the immediate family member for any employment-related matters.

A designated Alternative Supervisor, \_\_\_\_\_, will oversee work assignments, scheduling, performance evaluations, and any necessary disciplinary actions.

4. Prohibited Actions

The employment of the applicant did not result from the termination of another employee to create an open position. The Supervisor/family member will not engage in any preferential treatment, salary increases, or special privileges related to the applicant's employment.

5. Future Considerations

For seasonal employment, this agreement applies only to the current seasonal employment period. Future seasonal employment will require a new agreement and separate compliance review before hiring. Nebraska Revised Statute 49-1499.04 requires full disclosure and governing body approval each time a family member is hired or supervised by an immediate relative.

---

**Acknowledgment & Signatures**

By signing below, all parties acknowledge and agree to the terms of this agreement, ensuring compliance with City policy and Nebraska Revised Statute 49-1499.04.

Applicant:	_____	Date:	_____
Supervisor/Family Member:	_____	Date:	_____
Alternative Supervisor Signature:	_____	Date:	_____
HR Director Signature:	_____	Date:	_____
City Manager Signature:	_____	Date:	_____
City Clerk Signature:	_____	Date:	_____

Date of City Council Review and Approval: \_\_\_\_\_

RESOLUTION NO. 25-43

*WHEREAS*, Annually the City of Alliance enters into an Agreement with the State of Nebraska Department of Transportation (Roads) defining the maintenance responsibilities of the City and the Department of Transportation for State highways within the city limits; and

*WHEREAS*, The Agreement provides for the division of duties for maintenance and upkeep, and provides for a lane mile reimbursement from the State for certain duties performed by the City, and establishes the number of lane miles eligible for such reimbursement; and

*WHEREAS*, The Alliance City Council approved Resolution No. 25-05 at their January 7, 2025 Regular Meeting authorizing the Nebraska Department of Roads Maintenance Agreement No. 3, for the reimbursement rate of \$2,300; and

*WHEREAS*, The City was notified by the Nebraska Department of Transportation of a clerical error in the reimbursement rate, which should be \$2,030 instead of \$2,300; and

*WHEREAS*, City staff has verified the correct rate and that there exists 17.56 lane miles in the City of Alliance that are eligible for reimbursement at the rate of \$2,030.00 by the State of Nebraska. The City is required to reimburse the State for 6.14 lane miles at \$1,430 per mile. Therefore, the reimbursement from the State of Nebraska to the City of Alliance will be Fourteen Thousand Four Hundred Two Dollars and 40/100s (\$14,402.40).

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, that the Agreement with the effective date of January 1, 2025, is hereby approved for the calendar year 2025.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the Agreement for the calendar year 2025, for and on behalf of the City of Alliance.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

(SEAL)

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

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

Approved as to Form and Legality:

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



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Alliance  
Municipal Extensions in Alliance

We hereby agree that Maintenance Agreement No. 3 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated 1/1/2022, with Attachments B and C attached hereto.

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST: City of     Alliance    

\_\_\_\_\_

*City Clerk/Witness*

\_\_\_\_\_

*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST: State of Nebraska

\_\_\_\_\_

*District Engineer, Department of Transportation*

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF ROADS

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City & Village
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City & Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City & Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City & Village
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Alliance

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.56 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

11.42 lane miles x \$2,030.00 per lane mile = \$23,182.60.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

6.14 lane miles x \$1,430.00 per lane mile = \$8,780.20

Other (*Explain*)

NDOT owes the City \$23,182.60 for maintenance on highways within the City Limits. This does not include maintenance money for any of Hwy 385.

The City of Alliance owes NDOT for snow removal on the segments of Hwy 385 that are within the City limits. That comes to \$8780.20 that the City owes the state.

\$23,182.60 - \$8,780.20 = \$14,402.40 Due to the City

**Attachment "C"**

CITY OF ALLIANCE

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
HWY 385 ENTER SOUTH CITY LIMITS TO JCT 2/385	385	108.40	109.00	.60	80'	4	2.40	2.40	
HWY 385 JCT 2/385 TO NORTH OF 10 <sup>TH</sup> ST.	385	109.00	109.50	.50	40'	2	1.00	1.00	
HWY 385, S. OF NANCE RD. TO MADISON RD.	385	110.33	111.70	1.37	40'	2	2.74	2.74	
JCT 2/385 TO JCT 2/87	2	85.30	87.36	2.06	70'	4	8.24	8.24	
JCT 2/87 TO WEST SIDE OF VIADUCT	2	87.36	87.45	.09	40'	2	.18	.18	
SE SIDE OF VIADUCT TO EAST CITY LIMITS - CR 58	2	87.82	88.52	.70	40'	2	1.40	1.40	
FROM JCT 2 & 87 TO NORTH CITY LIMITS	87	0.00	.80	.80	30'- 40'	2	1.60	1.60	
<b>TOTAL LANE MILES</b>				<b>6.12</b>			<b>17.56</b>	<b>17.56</b>	

**THE CITY IS RESPONSIBLE FOR SNOW REMOVAL ON ALL AREAS LISTED ABOVE  
BY STATUTES 39-1302 and 39-1339**

RESOLUTION NO. 25-05

*WHEREAS*, Annually the City of Alliance enters into an Agreement with the State of Nebraska Department of Transportation (Roads) defining the maintenance responsibilities of the City and the Department of Transportation for State highways within the city limits; and

*WHEREAS*, The Agreement provides for the division of duties for maintenance and upkeep, and provides for a lane mile reimbursement from the State for certain duties performed by the City, and establishes the number of lane miles eligible for such reimbursement; and

*WHEREAS*, City staff has examined the Agreement, known as Maintenance Agreement No. 3, which was originally entered into with the Nebraska Department of Roads in January of 1990, and was updated in March, 2017; and

*WHEREAS*, City staff has verified that there exists 17.56 lane miles in the City of Alliance that are eligible for reimbursement at the rate of \$2,300.00 by the State of Nebraska. The City is required to reimburse the State for 6.14 lane miles at \$1,430. Therefore, the reimbursement from the State of Nebraska to the City of Alliance will be Seventeen Thousand Four Hundred Eighty-Five and 80/100ths Dollars (\$17,485.80).

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, that the Agreement with the effective date of January 1, 2025, is hereby approved for the calendar year 2025.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the Agreement for the calendar year 2025, for and on behalf of the City of Alliance.

PASSED AND APPROVED this 7<sup>th</sup> day of January, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

# Narrative

## April 1, 2025



### **REQUEST CLOSEOUT OF THE CCCFF GRANT RECEIVED FROM THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$15,000 FOR THE ALLIANCE CITY HALL RECREATION CENTER PLANNING PROJECT**

In 2023 the City of Alliance received a matching funds grant in the amount of \$15,000.00 from the Nebraska Department of Economic Development through its Civic and Community Center Financing Fund (CCCFF) program.

These funds were used to employ JEO (formerly Jack Baker & Associates) to do design work on an addition to the north of the existing City Hall building to provide ADA accessibility to multiple levels of City Hall, including the gymnasium. Due to the anticipated cost of construction, the City Council chose to stop pursuing further design and construction efforts as part of the FY2025 Budget adoption process. Subsequently the City provided notice to JEO of termination of the contract and balances for outstanding invoices were paid.

As part of the grant closeout process, the NDED has requested a formal letter from the City, signed by the Mayor, indicating that the work has been completed and accepted by the City, citing that the documentation previously provided terminating the above design contract is insufficient.

Before the Council is a letter accepting the work completed by JEO and requesting final closeout of the grant along with final payment. The letter and a copy of the minutes approving its submission will be provided to the NDED to fulfill their documentation request.

**RECOMMENDATION: APPROVE AUTHORIZING THE MAYOR TO SIGN THE CLOSEOUT REQUEST LETTER AND APPROVE SUBMISSION TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

RESOLUTION NO. 25-44

*WHEREAS*, The City of Alliance received a Civic and Community Center Financing Fund grant in the amount of \$15,000 in 2023 for planning of the Alliance City Hall Recreation Center through the Nebraska Department of Economic Development; and

*WHEREAS*, In October 2025 sufficient work had been completed for the planning portion of the project and Council no longer desired to continue with the project at that time; and

*WHEREAS*, The services of JEO (formerly Jack Baker & Associates) have been terminated; and

*WHEREAS*, The City now desires to close out the CCCFF grant; and

*WHEREAS*, NDED staff have requested a letter from the Mayor and action of the Council to close out the CCCFF grant.

*NOW, THEREFORE, BE IT RESOLVED*, By the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to sign and submit a letter stating that the project is closed and requesting payment from the Nebraska Department of Economic Development for remaining funds.

PASSED AND APPROVED this 1st day of April, 2025

(SEAL)

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

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

Approved as to Form and Legality:

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



**Building the Best Hometown in America®**

City of Alliance, Nebraska  
324 Laramie Ave, PO Box D  
Alliance, NE 69301

March 19, 2025

Nebraska Department of Economic Development  
Attn: Susan Nickerson  
245 Fallbrook Blvd, Suite 002  
Lincoln, NE 68521

Re: CCCFF Grant - Alliance City Hall Recreation Center Planning Closeout

Ms. Nickerson:

We are extremely grateful for the funding that the NDED has provided through the CCCFF program to allow us to work on the Alliance City Hall Recreation Center planning project, as it has been an essential step in determining project costs and completing the preliminary design.

On behalf of the City and City Council of Alliance, Nebraska, please allow this letter to serve as documentation that the City has accepted the work completed by Jack Baker/JEO on the Alliance City Hall Recreation Center planning project.

We respectfully request final payment and closure of this planning grant.

Sincerely,

John McGhehey, Mayor

# Narrative

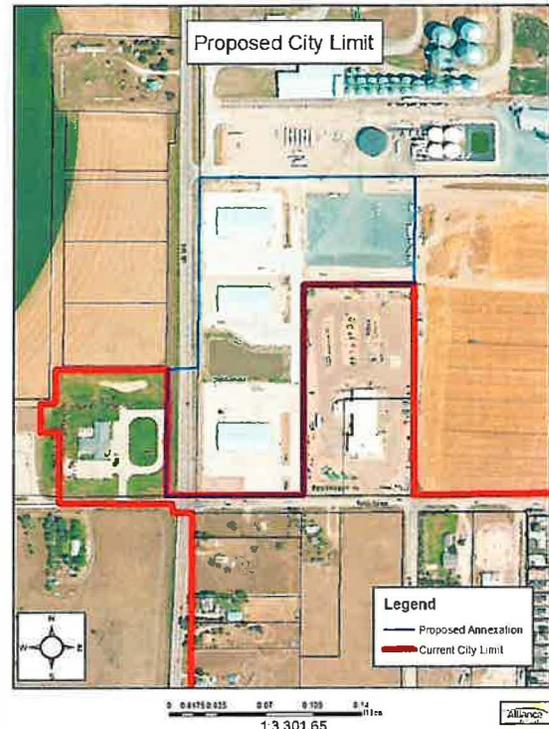
## April 1, 2025



### **ORDINANCE – ANNEXATION OF LANDS OF JIRDON AGRI-CHEMICALS, INC. AND INCORPORATING THEM WITHIN THE LIMITS OF THE CITY OF ALLIANCE.**

The City of Alliance is in receipt of a petition to annex a 14.99 acre parcel of land located in The Southwest Quarter Of Section 26, Township 25 North, Range 48 West Of The 6th P.M., Box Butte County, Nebraska. The annexation petition was required as a condition of a rezone of the same parcel of land from A-Agriculture to C-3, Heavy Commercial. This rezone occurred November 15, 2022, by the approval of Ordinance 2949.

Properties that receive the benefits of City services including police, fire protection, water, electric, sanitary sewer, streets, snow removal, etc. should be included within the corporate limits of the City. This ensures the before mentioned benefits are paid for and maintained by the collection of taxes assessed against the property, and in the case of many businesses, a sales tax as well. Properties that receive these benefits without being included in the corporate limits are in effect subsidized by those properties that are located within City Limits.



The City of Alliance Planning Commission met at its regular meeting March 11, 2025, and voted yes on a recommendation to the Alliance City Council for the approval of the annexation of a 14.99 acre parcel of land located in The Southwest Quarter Of Section 26, Township 25 North, Range 48 West Of The 6th P.M., Box Butte County, Nebraska, as shown on “Exhibit A” included with the annexation petition after making the following findings of fact:

1. The tract of land is urban and not rural in character;
2. The tract of land is adjacent to the corporate limits of the City of Alliance;
3. The tract of land is serviced by City utilities;
4. The tract of land is developed;
5. The tract of land is zoned C-3, Heavy Commercial;
6. The tract of land has access to public rights of way.
7. The annexation meets the requirements of Nebraska Revised Statutes 16-117.

**RECOMMENDATION: THE APPROVAL OF THE ORDINANCE ANNEXING LANDS OF JIRDON AGRI-CHEMICALS, INC. AND INCORPORATING SUCH LANDS WITHIN THE LIMITS OF THE CITY OF ALLIANCE.**

ORDINANCE NO. 2999

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, ANNEXING CERTAIN PROPERTY LANDS OF JIRDON AGRI-CHEMICALS, INC, TO THE CITY OF ALLIANCE WHICH IS SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

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

SECTION 1. Jirdon Agri-Chemicals, Inc., requested that the following described real estate (the "Real Estate") be included within the corporate limits of the City:

Lands of Jirdon Agri-Chemicals, Inc. Acres to the City of Alliance, Box Butte County, Nebraska, more particularly described as follows:

A 14.99 acre tract of land located in Southwest Quarter Of Section 26, Township 25 North, Range 48 West Of The 6th P.M., Box Butte County, Nebraska, as shown on "Exhibit A."

SECTION 2. The City of Alliance Planning Commission, in their regular meeting on March 11, 2025 passed a motion recommending the annexation of said property.

SECTION 3. The Real Estate is contiguous or adjacent to the existing corporate limits of the City, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

SECTION 4. The Real Estate is annexed to and included within the corporate limits of the City of Alliance, Nebraska, and thereafter shall be and remain a part of such City for all purposes whatsoever as of the effective date of this Ordinance.

SECTION 5. The map describing the Corporate Limits as provided for in Section 1-5 of the Alliance Municipal Code is amended to provide for the addition of the Real Estate to the corporate limits of the City.

SECTION 6. The owners, occupants and users of such tracts of land shall be entitled to all of the rights and privileges, and be subject to all laws, ordinances, rules and regulations of such City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of land within such City as soon as practicable and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb Rev. Stat. §16-120.

SECTION 7. The cost of extending all City services to the property will be the sole responsibility of the developer.

SECTION 8. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this Ordinance are repealed.

SECTION 9. This Ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

(SEAL)

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

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

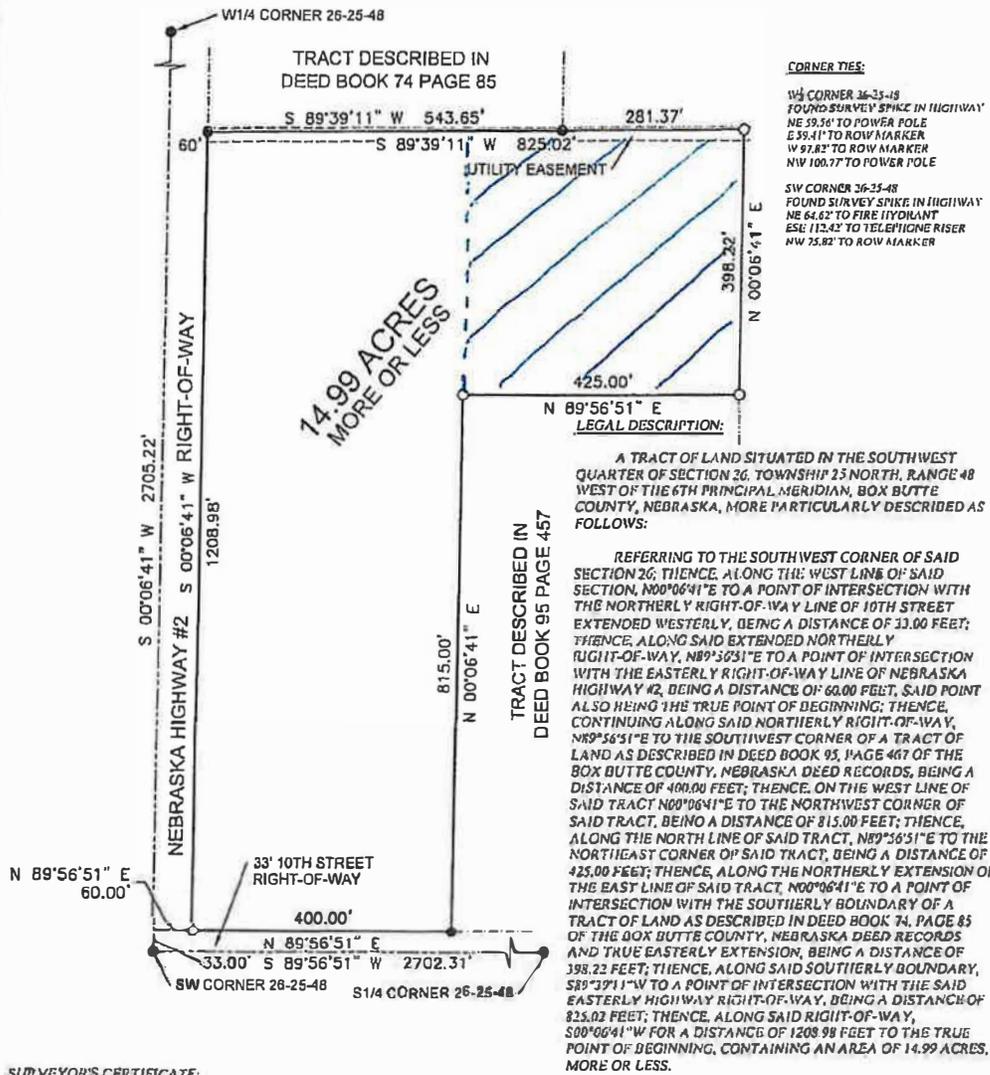
Approved as to Form and Legality:

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



# RECORD OF SURVEY

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



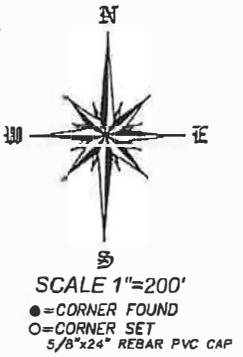
**CORNER TIES:**  
 W1/4 CORNER 26-25-48  
 FOUND SURVEY SPIKE IN HIGHWAY  
 NE 59.56' TO POWER POLE  
 E 39.41' TO ROW MARKER  
 W 97.82' TO ROW MARKER  
 NW 100.77' TO POWER POLE  
  
 SW CORNER 26-25-48  
 FOUND SURVEY SPIKE IN HIGHWAY  
 NE 64.62' TO FIRE HYDRANT  
 SE 112.42' TO TELEPHONE RISER  
 NW 75.82' TO ROW MARKER

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

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 33.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT, N00°06'41"E TO THE NORTHWEST CORNER OF SAID TRACT, BEING A DISTANCE OF 815.00 FEET; THENCE, ALONG THE NORTH LINE OF SAID TRACT, N89°56'51"E TO THE NORTHEAST CORNER OF SAID TRACT, BEING A DISTANCE OF 425.00 FEET; THENCE, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT, N00°06'41"E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS AND TRUE EASTERLY EXTENSION, BEING A DISTANCE OF 398.22 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11"W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 825.02 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41"W FOR A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 14.99 ACRES, MORE OR LESS.

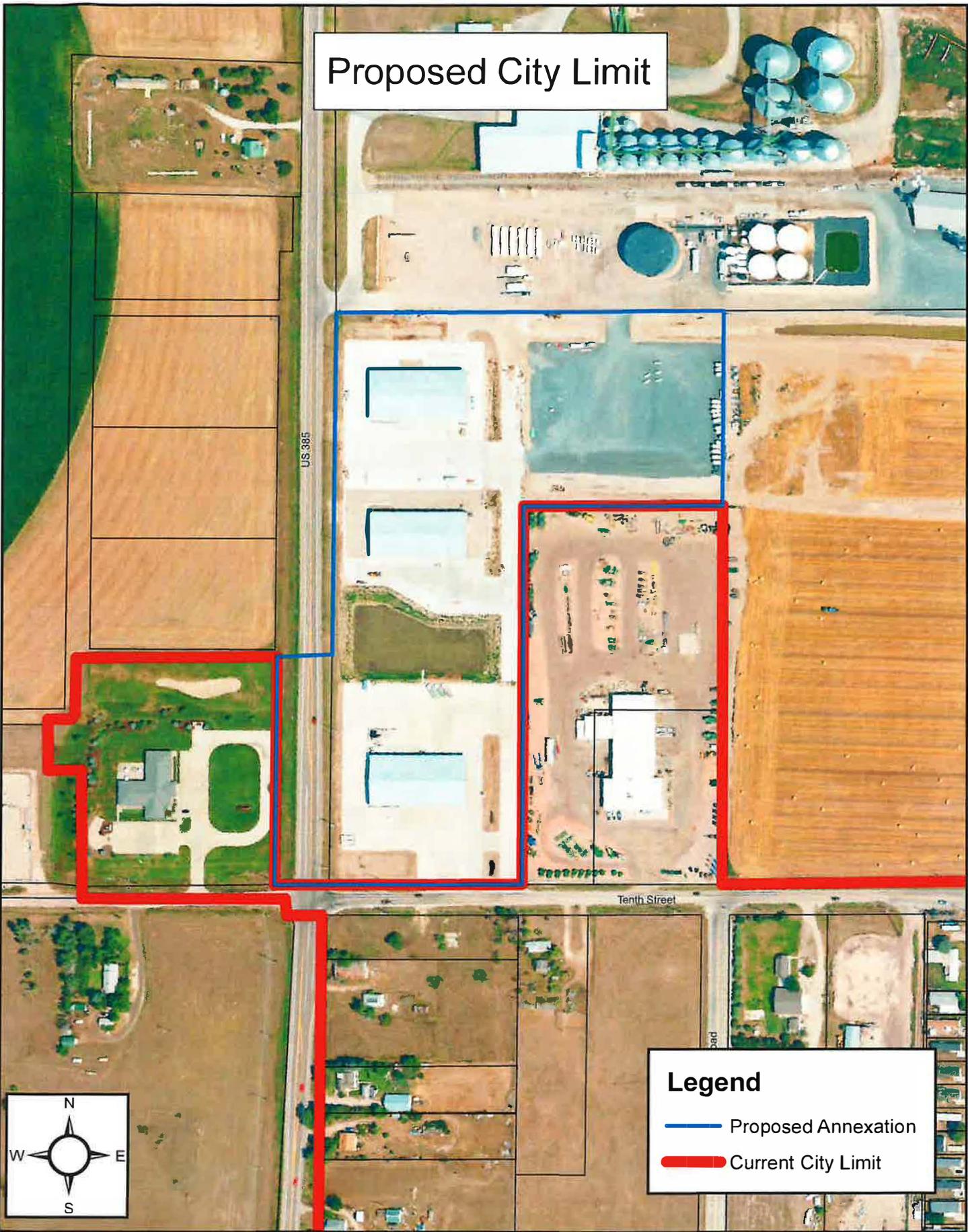
**SURVEYOR'S CERTIFICATE:**  
 I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 200 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.  
 WITNESS MY HAND AND SEAL this 13th day of November, 2022.

*Scott M. Bosse*  
 NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



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

Proposed City Limit



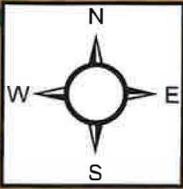
US 385

Tenth Street

road

**Legend**

- Proposed Annexation
- Current City Limit



0 0.0175 0.035 0.07 0.105 0.14 Miles

1:3,301.65

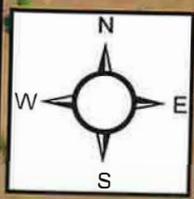


Current City Limit

US 385

Tenth Street

Ramblin Road



**Legend**

— City Limit



1:3,301.65



Western Cooperative Corporation  
P.O. Box H  
Alliance, Nebraska 69301

December 13, 2024

City of Alliance  
Community Development Department  
P.O. Box D  
Alliance, NE 69301

RE: Annexation Request

Dear Mr. Kusek,

Please consider this letter as a Request by Petition that the City of Alliance ("City") include property owned Jirdon Agri-Chemicals to be annexed in to the corporate limits of the City. This request is made pursuant to §16-117 of the Nebraska Revised Statutes.

The property for which annexation is requested is described in the survey attached hereto as Exhibit A.

In making this request, Petitioner does not waive the requirements of §16-120 of the Nebraska Revised Statutes, as these services are being provided to the property subject to annexation.

The undersigned represents that he is authorized by the owners of the above-described property with authority to act in all matters concerning the requested annexation.

Sincerely,

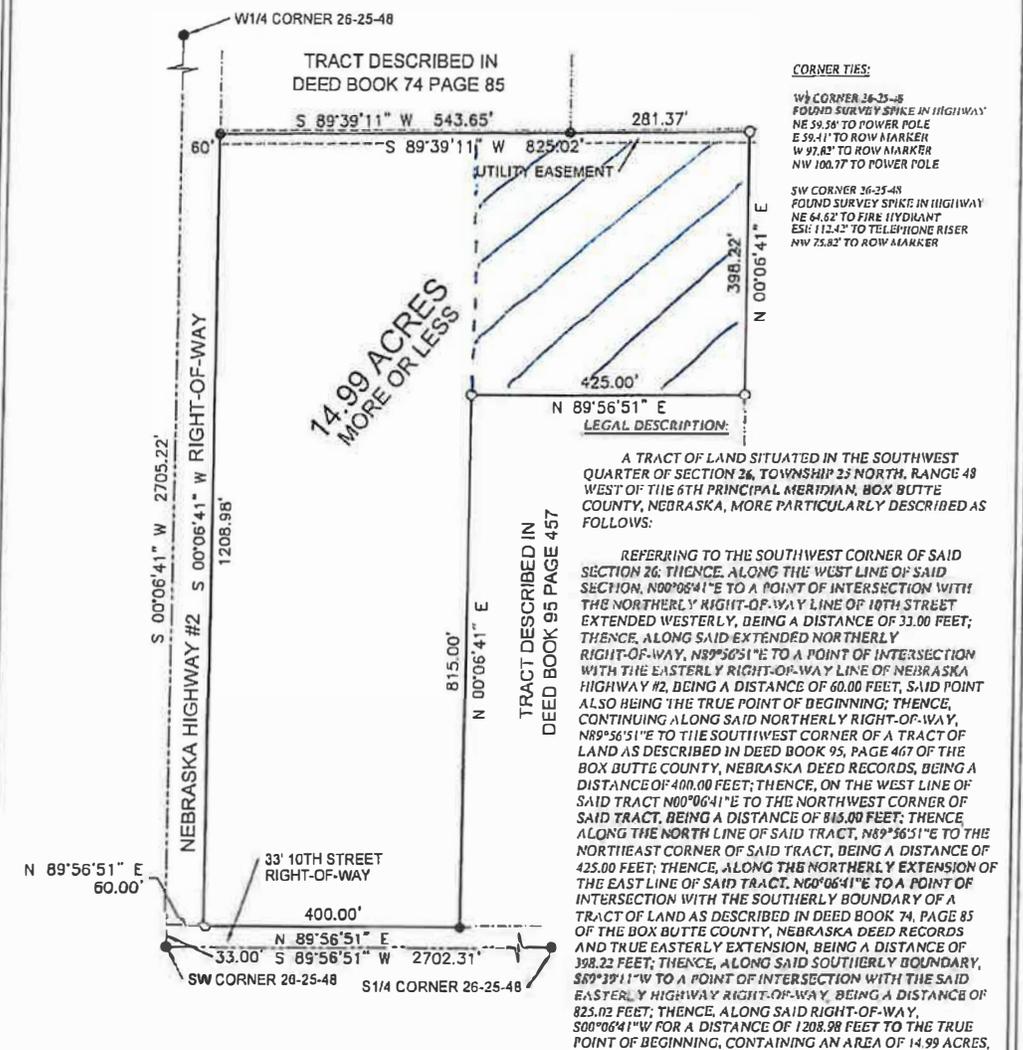


David Briggs – President  
Jirdon Agri-Chemicals, Inc.

EXHIBIT A

# RECORD OF SURVEY

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



**CORNER TIES:**  
 W1/4 CORNER 26-25-48  
 FOUND SURVEY SPIKE IN HIGHWAY  
 NE 59.56' TO POWER POLE  
 E 59.41' TO ROW MARKER  
 W 97.82' TO ROW MARKER  
 NW 100.77' TO POWER POLE  
 SW CORNER 26-25-48  
 FOUND SURVEY SPIKE IN HIGHWAY  
 NE 64.62' TO FIRE HYDRANT  
 ESE 112.42' TO TELEPHONE RISER  
 NW 75.82' TO ROW MARKER

14.99 ACRES  
 MORE OR LESS

**LEGAL DESCRIPTION:**

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

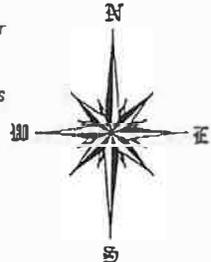
REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 33.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT N00°06'41"E TO THE NORTHWEST CORNER OF SAID TRACT, BEING A DISTANCE OF 815.00 FEET; THENCE, ALONG THE NORTH LINE OF SAID TRACT, N89°56'51"E TO THE NORTHEAST CORNER OF SAID TRACT, BEING A DISTANCE OF 425.00 FEET; THENCE, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT, N00°06'41"E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS AND TRUE EASTERLY EXTENSION, BEING A DISTANCE OF 398.22 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11"W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 825.02 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41"W FOR A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 14.99 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

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

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

Scott M. Bosse  
 NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



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

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

<p><b>SHEET</b> 1 OF 1</p>	<p>PROJECT: WESTCO ALLIANCE 26-25-48 PAUL REED CONSTRUCTION &amp; SUPPLY ALLIANCE, NEBRASKA</p>	<p><b>ACCUSTAR SURVEYING</b> 30601 COUNTY ROAD 17 PHONE: (308) 623-0197</p>	<p>MITCHELL, NE 69357 CELL: (308) 631-0737</p>	<p>Scale 1"=200'</p>
				<p>Date: OCTOBER 8, 2022</p>

# Community Development Memorandum

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**To:** City of Alliance Planning Commission  
**From:** Brent Kusek – Development Director  
**Subject:** Westco Annexation  
**Date:** February 11, 2025

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For the Planning Commissions consideration is a petition to annex from Westco doing business as Jirdon Agri-Chemicals Inc. The petition is to annex a 14.99 acre parcel of land located in The Southwest Quarter Of Section 26, Township 25 North, Range 48 West Of The 6th P.M., Box Butte County, Nebraska, as shown on Exhibit A of the petition. The annexation petition was required as a condition of a rezone of the same parcel of land from A-Agriculture to C-3, Heavy Commercial. This rezone occurred November 15, 2022, by the approval of Ordinance 2949. Staff recommends the annexation of the referenced tract of land making the following findings of fact:

1. The tract of land is urban and not rural in character;
2. The tract of land is adjacent to the corporate limits of the City of Alliance;
3. The tract of land is serviced by City utilities;
4. The tract of land is developed;
5. The tract of land is zoned C-3, Heavy Commercial;
6. The tract of land has access to public rights of way.
7. The annexation meets the requirements of Nebraska Revised Statutes 16-117.

### **16-117. Annexation; powers; procedure; hearing.**

(1) Except as provided in sections 13-1111 to 13-1120 and 16-130 and subject to this section, the mayor and city council of a city of the first class may by ordinance at any time include within the corporate limits of such city any contiguous or adjacent lands, lots, tracts, streets, or highways as are urban or suburban in character and in such direction as may be deemed proper. Such grant of power shall not be construed as conferring power upon the mayor and city council to extend the limits of a city of the first class over any agricultural lands which are rural in character.

(2) The invalidity of the annexation of any tract of land in one ordinance shall not affect the validity of the remaining tracts of land which are annexed by the ordinance and which otherwise conform to state law.

(3) The city council proposing to annex land under the authority of this section shall first adopt both a resolution stating that the city is proposing the annexation of the land and a plan for extending city services to the land. The resolution shall state:

(a) The time, date, and location of the public hearing required by subsection (5) of this section;

(b) A description of the boundaries of the land proposed for annexation; and

(c) That the plan of the city for the extension of city services to the land proposed for annexation is available for inspection during regular business hours in the office of the city clerk.

(4) The plan adopted by the city council shall contain sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

(5) A public hearing on the proposed annexation shall be held within sixty days following the adoption of the resolution proposing to annex land to allow the city council to receive testimony from interested persons. The city council may recess the hearing, for good cause, to a time and date specified at the hearing.

(6) A copy of the resolution providing for the public hearing shall be published in a legal newspaper in or of general circulation in the city at least once not less than ten days preceding the date of the public hearing. A map drawn to scale delineating the land proposed for annexation shall be published with the resolution. A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district in the land proposed for annexation.

(7) Any owner of property contiguous or adjacent to a city of the first class may by petition request that such property be included within the corporate limits of such city. The mayor and city council may include such property within the corporate limits of the city without complying with subsections (3) through (6) of this section.

(8) Notwithstanding the requirements of this section, the mayor and city council are not required to approve any petition requesting annexation or any resolution or ordinance proposing to annex land pursuant to this section.

**Source:** Laws 1967, c. 64, § 1, p. 213; Laws 1989, LB 421, § 1; Laws 2007, LB11, § 1; Laws 2009, LB495, § 3; Laws 2016, LB704, § 7.

#### **Annotations**

##### **1. Character of land**

##### **2. Statute of limitations**

##### **3. Miscellaneous**

##### **1. Character of land**

The use of land for agricultural purposes is not dispositive of the character of the land, nor does it mean it is rural in character. It is the nature of its location as well as its use which determines whether it is rural or urban in character. *Swedlund v. City of Hastings*, 243 Neb. 607, 501 N.W.2d 302 (1993).

A city of the first class may annex land contiguous to its corporate limits which is urban or suburban, including segments of highway, as determined by the characteristic of the land adjacent to that being annexed. *Piester v. City of North Platte*, 198 Neb. 220, 252 N.W.2d 159 (1977).

Under this section, a city of the first class may annex contiguous urban or suburban lands which are not agricultural lands rural in character. *Webber v. City of Scottsbluff*, 187 Neb. 282, 188 N.W.2d 814 (1971).

Agricultural lands which are urban not rural in character may be annexed. *Voss v. City of Grand Island*, 186 Neb. 232, 182 N.W.2d 427 (1970).

Section does not require legislative body to conduct trial-type evidentiary hearing or make express finding on character of land. *Meyer v. City of Grand Island*, 184 Neb. 657, 171 N.W.2d 242 (1969).

Words "as are urban or suburban in character" used in this section are not so vague and indefinite as to violate due process clause of the Constitution. *Plumfield Nurseries, Inc. v. Dodge County*, 184 Neb. 346, 167 N.W.2d 560 (1969).

The character of a segment of an interstate highway sought to be annexed by a city of the first class is determined by the characteristic of the land immediately adjacent to the segment sought to be annexed. *Adam v. City of Hastings*, 12 Neb. App. 98, 668 N.W.2d 272 (2003).

## **2. Statute of limitations**

An action to enjoin a school district or part thereof, consequent upon annexation of territory by a city of the first class, is barred by the statute of limitations unless brought within one year from effective date of annexation ordinance. *School Dist. No. 127 of Lincoln County v. Simpson*, 191 Neb. 164, 214 N.W.2d 251 (1974).

## **3. Miscellaneous**

So long as a substantial part of the connecting boundary touches the corporate limits, an annexation will not be void simply because parts of the connecting side do not touch the city or because portions of the annexed territory are narrower than the rest. *County of Sarpy v. City of Papillion*, 277 Neb. 829, 765 N.W.2d 456 (2009).

The valid part of an annexation ordinance may be carried into effect if what remains after the invalid part is eliminated contains the essential elements of a complete ordinance. *County of Sarpy v. City of Papillion*, 277 Neb. 829, 765 N.W.2d 456 (2009).

A city of the first class must adopt a specified annexation resolution and plan for extending services before annexing land. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

A city of the first class has no power to annex territory which is not contiguous or adjacent. *Doolittle v. County of Lincoln*, 191 Neb. 159, 214 N.W.2d 248 (1974).

City could not annex strategic air command base where its sole purpose was to increase city's revenue. *United States v. City of Bellevue*, 474 F.2d 473 (8th Cir. 1973).

United States had no standing to contest validity of city's annexation of alleged agricultural lands not owned and in which it had no interest, though but for such annexation lands of United States would not be lands contiguous to city, subject to annexation as such. *United States v. City of Bellevue*, 334 F.Supp. 881 (D. Neb. 1971).

RESOLUTION NO. 25-45

*WHEREAS*, The City of Alliance has received a request from the Alliance Housing Authority to waive certain payments in lieu of taxes in the amount of \$11,528.79; and

*WHEREAS*, The City Council finds that it has legal authority to issue such waiver; and

*WHEREAS*, The City Council desires to waive the payment in lieu of taxes by fifty percent with the waived funds to be placed in a separate account of the Alliance Housing Authority for new playground equipment.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the payment in lieu of taxes waiver request of the Alliance Housing Authority is partially approved and said funds (\$5,764.39) are to be kept in a separate fund for the purchase of playground equipment for their Lakefield Addition Property.

*BE IT FURTHER RESOLVED*, The remaining balance of \$5,764.39 is to be forwarded to the proper taxing official for payment to the authorized taxing entities.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

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

(SEAL)

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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



**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: Alliance Housing Authority - PILOT Waiver

Proposed Agenda Date: March 18, 2025

Name of person(s) proposing item: Tricia Klemke

Contact number of person(s) proposing item: 762-5130

Brief description of agenda item: Request to waive the PILOT due for Fiscal Year 2024 in the amount of \$11,528.79.

Documentation: HUD - 52267

Letter to City Manager Dated February 3, 2025

Desired Outcome: Waiver of 2024 PILOT Fee

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

Tricia Klemke  
Signature of person submitting agenda item

3-13-25  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney

**COMPUTATION OF PAYMENTS  
IN LIEU OF TAXES**

**U.S. DEPT OF HOUSING & URBAN DEVELOPMENT  
LOW-RENT PUBLIC HOUSING**

<b>ALLIANCE HOUSING AUTHORITY</b> 300 S. POTASH AVE. #27 ALLIANCE, NE 69301	LHA Owned Rental Housing Project
	Fiscal Year End: 30-Sep-24
	Contract Number: KC5279
	Project Number: NE141001&2

**PART I - COMPUTATION OF SHELTER RENT CHARGED**

1. Dwelling Rentals (Account 3110)	\$	149,372.93	
2. Excess Utilities (Account 3120)	\$	-	
3. Non dwelling Rentals	\$	-	
Home Buyers Monthly Payments for:	\$	-	
4. Earned Home Payments	\$	-	
5. Nonroutine Maintenance Reserve	\$	-	
6. Total Rental or Homebuyer (sum lines 1 thru 5)			\$ 149,372.93
7. Total Utilities (4300 Group)			\$ 34,085.01
8. SHELTER RENT CHARGES (line 6 minus 7)			\$ 115,287.92

**PART II - COMPUTATION OF SHELTER RENT COLLECTED** (to be completed only if cooperation agreement provides for payment of PILOT on a basis of Shelter Rent Collected)

9. Accounts Receivable at beginning of year.	\$	-	
10. Total Line 8 and 9.	\$	115,287.92	
11. Less Collection Losses (Account 4570)	\$	-	
12. Less Accounts Receivable at end of year.	\$	-	
13. SHELTER RENT COLLECTED			\$ 115,287.92
14. Approximate full Real Property Tax			\$ -

**PART V - PAYMENT IN LIEU OF TAXES**

15. 10% OF Line 8 or 13, whichever is applicable	\$	11,528.79
16. Payment in lieu of Tax (lesser of Line 15 or 14)	\$	11,528.79

Were any expenses incurred for the project(s) during the fiscal year for services or facilities which the local taxing body should have furnished under the terms of the Cooperation Agreement? YES NO

If answer is "YES", will such expenses be deducted from PILOT or otherwise collected from the the applicable taxing body? YES NO

If answer is "NO", attach a statement showing the amount of such expenses incurred and the reason for not collecting.

1/ If the percentage specified in the Cooperation Agreement or the Contract with HUD is lower, such lower percentage shall be used.

Prepared by:  
Rick Schwartz  
Fee Accountant

Approved by:  
Patricia Klemke *Patricia Klemke*  
Executive Director

## **Alliance Housing Authority**

**300 South Potash # 27  
Alliance, NE 69301  
Phone: 308-762-5130  
Fax: 308-762-5132**



February 3, 2025

Mr. Seth Sorensen  
Alliance City Manager  
PO Box D  
Alliance, NE 69301

Dear Mr. Sorensen:

This letter is regarding the payment in lieu of taxes (PILOT) payment that is due each year from our agency.

The PILOT was established by the Department of Housing and Urban Development (HUD) as a means of reimbursement to local governments for the operation of Housing Authorities in the jurisdiction of those governments. HUD guidelines do, however, leave open the option of waiver of the PILOT by the government entity that established the Housing Authority, in this case, the City of Alliance.

Housing Authority PILOT is based upon 10% of the agency gross revenue each year (gross revenue in this case is defined as the tenant contributions paid to each agency). For fiscal year 2024, due in 2025, the total amount due for the Alliance Housing Authority is \$11,528.79.

I would like to request your consideration in waiving the PILOT payment due from the Alliance Housing Authority. If a full waiver is not something you would consider, I would ask that you consider waiving 50% of the PILOT as was done last year, to be reserved for the construction of playground equipment at our Big Horn property.

As requested by the Council in 2017, a separate line item is set up in the AHA financials for the accumulation of this amount, currently at \$13,680.34. I am estimating that the total cost for this project will be anywhere from \$30,000 - \$60,000 depending on style, plus surfacing and labor.

Respectfully,

Patricia Klemke, PHM  
Executive Director

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### BOARD OF COMMISSIONERS

Victor Sanchez, Chairman | Kevin Shrader Vice-Chairman | Mary Ohrtman | Dick Fankhauser

Executive Director  
Patricia Klemke, PHM

Alliance Housing Authority  
300 S. POTASH #27 • ALLIANCE, NE 69301



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: Annora Bentley Home/Work Number: \_\_\_\_\_

Email Address: teeshot1041@gmail.com Cell phone Number: (308) 760-6804

Address: 1041 Duncan Avenue

Employer: \_\_\_\_\_

I am available to serve my community and would prefer to serve on the following Boards:

1) Golf Course Advisory Board

2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:

Improvement to the Golf Course is a passion of mine

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

Former City Council person

Former Ladies Golf Association President

Please list two personal references we may contact on your behalf:

Name: Heather Hauptman

Name: Kristi Dietrich

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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: \_\_\_\_\_

### 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