



Building the Best Hometown in America®

**ALLIANCE, NEBRASKA
CITY COUNCIL MEETING**
Alliance Learning Center
1750 Sweetwater Avenue
March 1, 2022 - 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 north wall of this room in the audience area. This posting complies with the requirements of the Nebraska Legislature.

A. Employee Promotions

David LaDuke to Sergeant
Stefan Yocum to Sergeant
Kirk Felker to Lieutenant

B. Consent Calendar

Approval of Minutes, Payroll and Claims
Cemetery Certificates
Capital Budget Transfer – Landfill Operations
Memorandum – Service M Schedule Revised Rates
Resolution No. 22-09 – Sandhills Drive-In Sign Lease
Resolution No. 22-10 – U.S. DOT RAISE Grant Submittal Approval
Resolution No. 22-11 – NWS Building Lease Approval
Resolution No. 22-12 – Adoption of the Disadvantaged Business Enterprise Program

**C. Public Hearing – Ordinance No. 2935 – Zoning Code Amendment – Ag District
First Reading**

Now is the date, time and place to conduct a public hearing on the amendment of the Alliance Municipal Code, Section 109-41, in regards to the rear setback requirement for detached accessory structures in the Agriculture Zoning District. The proposed amendment will reduce the rear setback requirements for accessory structures to ten feet. The Alliance Planning Commission held a public hearing on February 8 and is recommending approval of the proposed amendments. Ordinance No. 2935 is before Council on first reading and will adopt the changes to be incorporated into code.

**D. Public Hearing - Ordinance No. 2936 – Zoning Code Amendment – Detached Structures
First Reading**

Now is the date, time and place to conduct a public hearing on the amendment of the Alliance Municipal Code, Chapter 111, Division 15, Residential Detached Structures, in regards to the height of detached accessory buildings, location of carports within mobile home parks and the removal of redundant statements that are already addressed in the adopted building and maintenance code. The Alliance Planning Commission held a public hearing on February 8 and is recommending approval of the proposed amendments. Ordinance No. 2936 is before Council on first reading and will adopt the changes to be incorporated into code.

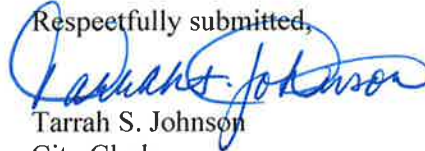
City of Alliance Goals

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

E. Closed Session – Performance Evaluation of City Clerk Johnson

Pursuant to Section 84-1410 Reissue Revised Statutes of Nebraska 1943, that Council finds it necessary to enter into a closed session to conduct the job performance of the City Clerk.

▪ **Adjournment**

Respectfully submitted,

Tarrah S. Johnson
City Clerk

† Added by addendum to agenda 24 hours prior to the meeting.

The City Council reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

City of Alliance Goals

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

CONSENT CALENDAR – March 1, 2022

1. Approval: Minutes of the Regular Meeting and Strategic Planning Session, February 15, 2022.
2. Approval: Payroll Costs for the period February 25, 2022: \$223,899.60.
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; \$409,450.90.
4. Approval: Issuance of a Cemetery Certificate to Warner L. Schulze and Michele J. Schulze for Lots 1 and 2, Section 3, Block 28, Alliance Cemetery Fourth Addition.
5. Approval: Capital Budget Transfer in the amount of \$17,200 to for the installation of a refuse backstop for conveyor at the landfill.
6. For your information: Official notice of Revised Rate Schedule for Service Schedule M Bulk Power Participants, with an effective date of April 1, 2022.
7. Approval: Resolution No. 22-09 approves the Advertising Sign Lease with Edison Red Nest III dba Sandhills Drive-In, Inc.
8. Approval: Resolution No. 22-10 authorizes the City Manager to submit a RAISE Grant application with the U.S. Department of Transportation for assistance with roadway projects within the City.
9. Approval: The City has received a request from Sandhills Center for Hope, Inc. to lease the National Weather Service Building located at the Alliance Municipal Airport. This is a one-year lease that will automatically continue on a month-to-month basis unless terminated as provided by the terms of the Lease. Resolution No. 22-11 approves the Lease Agreement.
10. Approval: Resolution No. 22-12 will adopt the Disadvantaged Business Enterprise Program which is required when receiving Federal funds. This program is to ensure nondiscrimination in the award and administration of U.S. Department of Transportation assisted contracts.

NOTE: City Manager Sorensen and Finance Director Waggener 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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Special Meeting on Tuesday, February 15 2021 at 2:00 p.m. Present were Council Members Dafney, Mischnick, Jones, Bentley and McGhehey.

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

1. Conducted a goals setting workshop with City Manager Seth Sorensen.

Meeting adjourned at 5:45 p.m.

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

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

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, February 15, 2022 at 7:00 p.m. Present were Council Members Dafney, Mischnick, Jones, Bentley, and McGhehey.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Passed Resolution No. 22-06 authorizing the purchase of a 2022 Hustler Super 104 Mower in the amount of \$23,900 from Midwest Farm Service of Alliance, NE. Ayes: All. Motion carried.
3. Passed Resolution No. 22-07 authorizing the submittal of a grant application to the FAA and approves the Agency Agreement with the NDOT, Aeronautics Division for the Taxiways and Apron rehabilitation project. Ayes: All. Motion carried.
4. Passed Resolution No. 22-08 authorizing Nebraska Coronavirus Emergency Funding (CESF) grant purchases for the Alliance Police Department in the amount of \$563,520. Ayes: All. Motion carried.
5. Appointed Kody Wolf to serve on the Economic Development Plan Citizen Advisory Board for a term ending December 31, 2023 and to serve on the Senior Facility Advisory Board for a term set to expire February 28, 2024. Ayes: All. Motion carried.

Meeting adjourned at 7:50 p.m.

(SEAL)

Mike Dafney, Mayor

Tarrah S. Johnson, 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.

February 15, 2022

ALLIANCE CITY COUNCIL

SPECIAL MEETING, TUESDAY, FEBRUARY 15, 2022

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

The Alliance City Council met in a Special Meeting, February 15, 2022, at 2:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue, Alliance, Nebraska. A notice of meeting was published in the Alliance Times Herald on February 2, 2022. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered 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 Dafney opened the February 15, 2022 Special Meeting of the Alliance, Nebraska City Council at 2:00 p.m. Present were Mayor Dafney, Council Members Mischnick, Jones, Bentley and McGhehey. Also present were City Manager Sorenson, and City Clerk Johnson.

- Mayor Dafney read the Open Meetings Act Announcement.
- Council and City Manager Sorensen conducted a goal setting workshop. No formal action was taken.

There being no further business before Council, Mayor Dafney adjourned the meeting at 5:45 p.m.

(SEAL)

Mike Dafney, Mayor

Tarrah S. Johnson, City Clerk

February 15, 2022

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, February 15, 2022

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

The Alliance City Council met in a Regular Meeting, February 15, 2022, at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue, Alliance, Nebraska. A notice of meeting was published in the Alliance Times Herald on February 9, 2022. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered 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 Dafney opened the February 15, 2022 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Dafney, Council Members Mischnick, Jones, Bentley and McGhehey. Also present were City Attorney Hoelsing and City Clerk Johnson and Finance Director Waggener.

- Mayor Dafney read the Open Meetings Act Announcement.
- The Consent Calendar was the first item on the agenda for Council. A motion was made by Mayor Dafney and seconded by Councilman Bentley to approve the Consent Calendar as follows:

CONSENT CALENDAR – February 15, 2022

1. Approval: Minutes of the Regular Meeting, February 1, 2022.
2. Approval: Payroll Costs for the period February 11, 2022: \$323,310.52.
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; \$1,018,199.98.
4. Approval: Capital Budget Transfer in the amount of \$26,000 to purchase entry shields for the Alliance Police Department.

February 15, 2022

5. Approval: Updated Alliance Volunteer Fire Department Roster by adding Fernando Ruvalcaba.

NOTE: City Manager Sorensen and Finance Director Waggener 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: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

- The first item on the agenda for Council was Resolution No. 22-06 which authorizes the purchase of a 2022 Hustler Super 104 mower for the cemetery department. The following information was provided:

[The Parks 2021-22 budget includes \$35,000 for the purchase of a commercial wing mower. This mower will replace an existing zero turn radius mower with a 122" deck. The City is specifically purchasing a Hustler because they offer the largest cutting width (104 inches) in a zero turn mower.

In addition, the Hustler mowers have proven to be extremely durable, parts will be interchangeable with other machines in our fleet, and repairs can be completed locally which limits down time. For those reasons, quotes for this equipment were requested from Midwest Farm Service, the Hustler dealer for our region. Those price comparisons are shown below.

The three quotes compiled by Midwest Farm Service of Alliance, NE compare the MSR, SourceWell and dealer quote from Midwest Farm Service. The price offered by Midwest Farm Service is lowest at approximately 25% under retail price.

Vendor	Price
Manufacturer's Suggested Retail Price	\$31,963.00
SourceWell - Contract Price (031121-HTE)	\$23,972.00
Midwest Farm Service, Alliance-Dealer Price Quote	\$23,900.00

Staff is recommending purchase of the mower from Midwest Farm Service of Alliance, NE in the amount of \$23,900.00. A 2003 John Deere mower (currently used at the cemetery) will be sold at auction and this mower will be used for mowing larger spaces in the parks and at the cemetery.]

February 15, 2022

A motion was made by Councilman Bentley, seconded by Councilman McGhehey to approve Resolution No. 22-06 which follows in its entirety:

RESOLUTION NO. 22-06

WHEREAS, The City of Alliance cemetery budget includes \$35,000 for the purchase of a commercial wing mower; and

WHEREAS, Three quotes were received, with the purchase being recommended from Midwest Farm Service of Alliance, NE in the amount of Twenty-Three Thousand Nine Hundred Dollars and no/100ths (\$23,900.00).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor be and hereby is authorized to enter into a contract for the purchase of 2022 Hustler Super 104 Mower in the amount of Twenty-Three Thousand Nine Hundred Dollars and no/100ths (\$23,900.00) from Midwest Farm Service of Alliance, NE.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

- Next on the agenda for Council was Resolution No. 22-07 which authorizes the submittal of a grant application to the FAA and approves the Agency Agreement with the NDOT, Aeronautics Division. The following information was provided:

[The Alliance Municipal Airport has included on its Capital Improvement Program through the Federal Aviation Administration (FAA) a project to rehabilitate Taxiways and Apron.

The proposed project will consist of removing the existing asphalt, replacing any concrete sections that are heaving, and installing new surface and pavement markings. The existing surfaces were originally installed in 1943 as part of WWII. The asphalt course was installed in the late 1980's. The surfaces are becoming very susceptible to raveling and rutting from aircraft operations. This rehabilitation is necessary to prevent FOD (foreign object debris) and pavement deformation.

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.

February 15, 2022

2. Grant Application. The grant application is the airport's final notice to the FAA that they will proceed with the project. The all-inclusive cost of this project will not be known until the bidding process is completed, however the estimate for this project is \$4,950,000 with the FAA participating at the current funding levels of 90% and the City of Alliance providing the 10% match. The formal application must be completed before a grant can be issued.

This is the final step in proceeding with the project. City Council approved Airport Engineer Selection on December 15, 2020 and the consultant agreement for this specific project on September 21, 2021.]

A motion was made by Councilman McGhehey, seconded by Councilman Bentley to approve Resolution No. 22-07 which follows in its entirety:

RESOLUTION NO. 22-07

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 development of the airport, identified as, Grant Project No. 3-31-0003-025-2022; and

WHEREAS, The City finds it is in the City's best interest to submit a grant application for the rehabilitation of taxiways and apron 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 – Aeronautics Division to act as the agent for City of Alliance Municipal Airport for Grant Project No. 3-31-0003-025-2022; and

WHEREAS, The Nebraska Department of Transportation – Aeronautics Division 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 rehabilitation of taxiways and apron at the Alliance Municipal Airport, identified as Grant Project No. 3-31-0003-025-2022.

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 – Aeronautics Division for Grant Project No. 3-31-0003-025-2022 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.

February 15, 2022

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".

Airport Manager Lynn Placek reviewed with Council the project in its entirety and provided a map outlining the areas included in the project.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

- Council next had before them Resolution No. 22-08 which will authorize the CESF Grant purchases for the Alliance Police Department. The following information was provided:

[Alliance Police Department effectivity has been impacted from the coronavirus in multiple aspects. This supplemental funding from the Nebraska Coronavirus Emergency Supplemental Funding (CESF) grant provides opportunity to purchase equipment to help with 21st century policing tactics while preparing for the future with the coronavirus and how it affects policing

There are many items that were suggested and discussed in the application request as presented at the council meeting on August 10, 2021. These items were included in the capital budget request which were contingent upon the awarding of a grant in order to purchase:

- Robot
- Incident Command Vehicle
- SWAT Vehicle
- Laptops
- Plastic Shields
- FLIR
- Evidence Handling Equipment
- Cameras
- Total Station
- Officer Training

After review of the grant application, the state crime commission awarded the grant in the amount of \$563,520 for the items listed on the following page. The City of Alliance Police Department is able to utilize these funds to prevent, prepare for, and respond to the coronavirus without compromise to police tactics and community services. These purchases enhance our ability to police the community without additional staff. It should be noted we are aware of blacklisted cameras

February 15, 2022

which could have counter intelligence software installed and all recommendations are equipment which has been US-verified safe.]

Police Chief Lukens reviewed the purchases with Council and answered questions of concern.

A motion was made by Councilman Jones, seconded by Councilman Bentley to approve Resolution No. 22-08 which follows in its entirety:

RESOLUTION NO. 22-08

WHEREAS, The City of Alliance Police Department has been impacted from the coronavirus in multiple aspects; and

WHEREAS, Supplemental funding from the Nebraska Coronavirus Emergency Supplemental Funding (CESF) grant provides opportunity to purchase equipment to help while preparing for the future with the coronavirus and how it affects policing; and

WHEREAS, Items were suggested in the application request and were included in the capital budget request contingent upon the awarding of a grant in order to purchase; and

WHEREAS, The state crime commission awarded a grant in the amount of \$563,520 for items requested; and

WHEREAS, Police Chief Lukens is recommending the purchase of a Website Interface for public access in the amount of \$30,000 from Datalytics; and

WHEREAS, Staff is recommending the purchase of used Body Cams from the University of Nebraska-Lincoln in the amount of \$8,520; and

WHEREAS, Staff is recommending the purchase of Computer Software from 5ire and Central Square in the amount of \$24,840; and

WHEREAS, Staff is recommending the purchase of Evidence Handling Equipment from Tiffen Andwin Thomas in the amount of \$24,333.16; and

WHEREAS, Staff is recommending the purchase of a Thermal Imager from FLIR in the amount of \$4,990; and

WHEREAS, Staff is recommending the purchase of License Plate Reader Cameras from Rekor in the amount of \$41,650; and

WHEREAS, Staff is recommending the purchase of Security and License plate reader cameras for City Parks and accesses from Motorola-INA Alert in the amount of \$430,107.56.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, hereby is authorized to approve the purchase of a Website interface for public access from Datalytics in the amount of Thirty Thousand Dollars and no/100ths (\$30,000).

February 15, 2022

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of used Body Cams from the University of Nebraska-Lincoln in the amount of Eight Thousand Five Hundred Twenty Dollars and no/100ths (\$8,520).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of Computer software from Sire and Central Square in the amount of Twenty-four Thousand Eight Hundred Forty Dollars and no/100ths (\$24,840).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of Evidence Handling Equipment from Tiffin Andwin Thomas in the amount of Twenty-four Thousand Three Hundred Thirty-three Dollars and 16/100ths (\$24,333.16).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of a Thermal Imager from FLIR in the amount of Four Thousand Nine Hundred Ninety Dollars and no/100ths (\$4,990).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of License Plate Reader Cameras for patrol cars from Rekor in the amount of Forty-one Thousand Six Hundred Fifty and no/100ths (\$41,650).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase of Security and License Plate reader cameras for city parks and accesses from Motorola-INA Alert in the amount of Four Hundred Thirty Thousand One Hundred Seven Dollars and 56/100ths (\$430,107.56).

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

- A board appointment was the final item on the agenda for Council's consideration.

A motion was made by Councilman Mischnick, seconded by Councilman Jones to appoint Kody Wolf to serve on the Economic Development Plan Citizen Advisory Board with a term ending December 31, 2023 and to serve on the Senior Facility Advisory Board for a term set to expire February 28, 2024.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

February 15, 2022

Motion carried.

There being no further business before Council, Mayor Dafney adjourned the meeting at 7:50 p.m.

Mike Dafney, Mayor

(SEAL)

Tarrah S. Johnson, City Clerk

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **2/25/2022**

GROSS PAYROLL

\$ 201,856.65

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA \$ 11,232.51

MEDICARE \$ 2,796.98

POLICE PENSION - PRINCIPAL \$ 2,475.44

FIRE PENSION - PRINCIPAL \$ 1,297.29

GENERAL PENSION - PRINCIPAL \$ 3,917.64

ICMA CITY MANAGER PENSION \$ 323.09

H S A SANDHILLS STATE BANK

HEALTH/LIFE INSURANCE - HEALTH FUND

TOTAL BENEFITS \$ 22,042.95

TOTAL PAYROLL COSTS

\$ 223,899.60

CITY CLERK-TARRAH JOHNSON

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-43-335 Other Technical Services	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MONTHLY MAINTENANCE	43904	02/01/2022	100.00	
Total City Council:				100.00	
Total City Council:				100.00	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TRAVEL EXPENSES - T.JOHNSON	JOHNSON 2/2	02/02/2022	463.49	02/14/2022
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	MIDWINTER LEAGUE CONFERENC	SORENSEN 2/	02/02/2022	335.50	02/11/2022
01-11-11-45-515 Profess Books, Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	BOOKS FOR CPM PROGRAM	JOHNSON 2/2	02/02/2022	75.90	02/14/2022
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
NE SAFETY & FIRE EQUIPMENT IN	FIRE EXTINGUISHER INSPECTION	106518	02/10/2022	138.00	
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
SYMBOLARTS LLC	NEW COIN NE	C-189643	01/11/2022	1,968.25	
01-11-11-45-541 Office Furniture, Equipment	General Fund	City Administration	City Administration		
FIRSTBANK CARD	MINI REFRIGERATOR	JOHNSON 2/2	02/02/2022	160.49	02/14/2022
Total City Administration:				3,141.63	
Total City Administration:				3,141.63	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1304824	02/10/2022	258.00	
01-31-31-44-441 Electricity	General Fund	Police Administration	Police Department		
COA UTILITIES	ELECTRIC	104397	02/07/2022	109.00	02/14/2022
01-31-31-44-442 Water-Sewer	General Fund	Police Administration	Police Department		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	5.16	02/14/2022
01-31-31-44-443 Refuse	General Fund	Police Administration	Police Department		
COA UTILITIES	REFUSE	104397	02/07/2022	19.13	02/14/2022
01-31-31-44-444 Natural Gas	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	POLICE ANNEX ACCT# 8845963160	149145	02/15/2022	72.44	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
CARTER'S HOME HARDWARE & AP	PARTS	13015/1	01/28/2022	1.04	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
CARTER'S HOME HARDWARE & AP	PARTS	13205/1	02/10/2022	10.26	
Total Police Administration:				475.03	
01-31-32-44-456 Cellular Telephone Expense	General Fund	Police Operations	Police Department		
FIRSTNET	CELL PHONE POLICE	FEB-22	02/03/2022	1,493.47	02/11/2022
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
PRESSURE PALACE	APD FLEET WASHES	7	02/02/2022	130.90	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations	Police Department		
WESTCO	Tire Repair	149150	02/22/2022	69.25	
01-31-32-44-489 NRCNTSVC-Other Mach, Equip	General Fund	Police Operations	Police Department		
ACTION COMMUNICATION INC	INV #23470 REPAIRS	23470	01/02/2022	91.50	
01-31-32-44-489 NRCNTSVC-Other Mach, Equip	General Fund	Police Operations	Police Department		
NE SAFETY & FIRE EQUIPMENT IN	APD Refill	9674	01/28/2022	1,175.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date Net Invoice Amount	Date Paid
01-31-32-45-523 Ammunition	General Fund	Police Operations	Police Department	
WESTERN TACTICAL RIFLES LLC	Magazines	1002	02/10/2022 1,445.00	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations	Police Department	
ANGELICA'S GROOMING	ZEUS GROOMING	51355171	02/01/2022 70.00	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department	
CURTIS BLUE LINE	Uniform Name Tags	INV567805	02/10/2022 157.50	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department	
GALLS LLC	Duty GEAR	020374053	02/04/2022 446.42	
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations	Police Department	
WESTCO	APD FUEL	149150	02/22/2022 495.45	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department	
IDEAL LINEN INC	APD CLEANING SUPPLIES	11108204	02/14/2022 36.41	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department	
IDEAL LINEN INC	APD CLEANING SUPPLIES	11108203	02/14/2022 28.06	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
AH DATALYTICS	GAP ANALYSIS / COVID GRANT	INV-0196	02/17/2022 30,000.00	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
INA ALERT INC	SURVEILLANCE CAMERAS / HALO	11541	02/18/2022 215,054.02	
Total Police Operations:			250,692.98	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department	
QWEST - SEATTLE	MONTHLY SERVICE 3087624955 64	149143	01/25/2022 403.05	
01-31-33-44-455 Dedicated Telephone Line	General Fund	Police Support Services	Police Department	
MOBIUS COMMUNICATIONS CO.	AC PHONE	149137	02/01/2022 38.82	
01-31-33-44-455 Dedicated Telephone Line	General Fund	Police Support Services	Police Department	
MOBIUS COMMUNICATIONS CO.	AC PHONE	149138	01/31/2022 80.00	
01-31-33-44-455 Dedicated Telephone Line	General Fund	Police Support Services	Police Department	
QWEST - SEATTLE	MONTHLY SERVICE 3087621577 B0	149142	01/25/2022 59.88	
Total Police Support Services:			581.75	
01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Animal Control	Police Department	
WESTCO	APD FUEL	149150	02/22/2022 238.51	
Total Animal Control:			238.51	
Total Police Department:			251,988.27	
01-37-37-44-444 Natural Gas	General Fund	Firefighting	Fire Department	
BLACK HILLS ENERGY	FIREHALL ACCT# 2290865237	149145	02/15/2022 511.36	
01-37-37-44-456 Cellular Telephone Expense	General Fund	Firefighting	Fire Department	
FIRSTNET	CELL PHONE FIRE	FEB-22	02/03/2022 126.30	02/11/2022
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department	
IDEAL LINEN INC	Cleaning Supplies	11108973	02/17/2022 38.72	
01-37-37-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Firefighting	Fire Department	
FLOYD'S SALES & SERVICE	PARTS 331	X101125022:01	02/14/2022 103.24	
01-37-37-45-533 Bunker Gear	General Fund	Firefighting	Fire Department	
SANDRY FIRE SUPPLY LLC	EQUIPMENT	INV-020101	02/09/2022 4,590.00	
01-37-37-45-534 Safety Commodities	General Fund	Firefighting	Fire Department	
SANDRY FIRE SUPPLY LLC	SAFETY EQUIPMENT	INV-020193	02/16/2022 304.75	
01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Firefighting	Fire Department	
WESTCO	FUEL	149149	02/22/2022 50.43	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department	
LINCOLN EPOXY FLOORING	Epoxy flooring, Lincoln Epoxy Flooring	1299	02/14/2022 14,531.10	
01-37-37-45-561 Bldg Maintenance Material	General Fund	Firefighting	Fire Department	
LINCOLN EPOXY FLOORING	MOISTURE RESISTANT ADDITION	1299	02/14/2022 2,073.06	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Firefighting:				22,328.96	
01-37-38-44-456 Cellular Telephone Expense	General Fund	Ambulance	Fire Department		
FIRSTNET	CELL PHONE EMS	FEB-22	02/03/2022	126.30	02/11/2022
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	84396120	02/08/2022	89.50	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	112106	02/16/2022	430.60	
Total Ambulance:				646.40	
Total Fire Department:				22,975.36	
01-41-44-44-456 Cellular Telephone Expense	General Fund	Facility Maintenance	Public Works		
FIRSTNET	CELL PHONE PUBLIC FAC	FEB-22	02/03/2022	46.22	02/11/2022
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	13272/1	02/15/2022	15.45	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	13216/1	02/11/2022	9.81	
Total Facility Maintenance:				71.48	
01-41-46-44-444 Natural Gas	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	CITY HALL ACCT# 8314203634	149145	02/15/2022	431.73	
01-41-46-45-563 Cleaning Supplies	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	CLEANING SUPPLIES	11108217	02/14/2022	125.41	
Total Municipal Building:				557.14	
Total Public Works:				628.62	
01-61-60-42-294 Conferences, Cont Education	General Fund	Community Development	Community Develop		
FIRSTBANK CARD	PANHANDLE PLANNING CONFERE	KUSEK 2/22	02/02/2022	70.00	02/11/2022
01-61-60-44-421 Membership Dues	General Fund	Community Development	Community Develop		
FIRSTBANK CARD	APA MEMBERSHIP	KUSEK 2/22	02/02/2022	355.00	02/11/2022
01-61-60-44-431 Legal, Public Notices	General Fund	Community Development	Community Develop		
ALLIANCE TIMES HERALD	LEGAL AD	149136	02/02/2022	8.76	
01-61-60-44-456 Cellular Telephone Expense	General Fund	Community Development	Community Develop		
FIRSTNET	CELL PHONE SERVICES C&D	FEB-22	02/03/2022	102.48	02/11/2022
01-61-60-45-511 Office Supplies	General Fund	Community Development	Community Develop		
BERNIES ACE HARDWARE	CLEANING SUPPLIES	252207	02/18/2022	6.38	
01-61-60-45-511 Office Supplies	General Fund	Community Development	Community Develop		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116783-001	02/07/2022	17.95	
01-61-60-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Community Development	Community Develop		
COVER-JONES MOTOR COMPANY	OIL CHANGE	41238	01/21/2022	67.68	
Total Community Development:				628.25	
01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Code Enforcement	Community Develop		
COVER-JONES MOTOR COMPANY	OIL CHANGE	41226	01/20/2022	51.13	
01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Code Enforcement	Community Develop		
WESTCO	TIRE REPAIR	149148	02/08/2022	18.00	
Total Code Enforcement:				69.13	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Community Development:				697.38	
01-71-71-44-441 Electricity	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	1,647.20	02/14/2022
01-71-71-44-442 Water-Sewer	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	11.26	02/14/2022
01-71-71-44-443 Refuse	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	REFUSE	104397	02/07/2022	190.26	02/14/2022
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	SHELTER HOUSE ACCT# 43030966	149145	02/15/2022	139.10	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	BOTANNICAL GARDENS ACCT# 152	149145	02/15/2022	638.38	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	PARKS ACCT# 8650163780	149145	02/15/2022	522.10	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	FLEET (PARKS) ACCT# 8514754093	149145	02/15/2022	460.80	
01-71-71-44-456 Cellular Telephone Expense	General Fund	Parks	Cultural and Leisure		
FIRSTNET	CELL PHONE SERVICES C&S	FEB-22	02/03/2022	46.22	02/11/2022
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Parks	Cultural and Leisure		
WESTCO	BULK FUEL	149148	02/08/2022	1,003.37	
Total Parks:				4,658.69	
01-71-72-44-441 Electricity	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	1,085.86	02/14/2022
01-71-72-44-442 Water-Sewer	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	14.43	02/14/2022
01-71-72-44-443 Refuse	General Fund	Senior Center	Cultural and Leisure		
COA UTILITIES	REFUSE	104397	02/07/2022	19.13	02/14/2022
01-71-72-44-444 Natural Gas	General Fund	Senior Center	Cultural and Leisure		
BLACK HILLS ENERGY	SENIOR CTR ACCT# 8177773640	149145	02/15/2022	112.56	
Total Senior Center:				1,231.98	
01-71-74-44-441 Electricity	General Fund	Cemetery	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	907.31	02/14/2022
01-71-74-44-456 Cellular Telephone Expense	General Fund	Cemetery	Cultural and Leisure		
FIRSTNET	CELL PHONE SERVICES C&S	FEB-22	02/03/2022	31.00	02/11/2022
01-71-74-44-489 NRCNTSVC-Other Mach, Equip	General Fund	Cemetery	Cultural and Leisure		
TRIANGLE ELECTRIC INC	REPAIR KIOSK WINDOW ADD SENS	250479	02/16/2022	1,306.33	
Total Cemetery:				2,244.64	
01-71-75-44-424 Permits, Licenses	General Fund	Swimming Pool	Cultural and Leisure		
NE DEPT OF ENVIRONMENTAL QU	POOL PERMIT	149139	02/11/2022	40.00	
01-71-75-44-441 Electricity	General Fund	Swimming Pool	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	86.29	02/14/2022
01-71-75-44-444 Natural Gas	General Fund	Swimming Pool	Cultural and Leisure		
BLACK HILLS ENERGY	POOL ACCT# 4332196321	149145	02/15/2022	35.02	
Total Swimming Pool:				161.31	
01-71-76-44-441 Electricity	General Fund	Knight Museum	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	6,236.05	02/14/2022
01-71-76-44-442 Water-Sewer	General Fund	Knight Museum	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	9.15	02/14/2022

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-76-44-443 Refuse	General Fund	Knight Museum	Cultural and Leisure		
COA UTILITIES	REFUSE	104397	02/07/2022	95.13	02/14/2022
01-71-76-44-483 NRCNTSVC-Building Public Wrks	General Fund	Knight Museum	Cultural and Leisure		
NE SAFETY & FIRE EQUIPMENT IN	NEW BATTERY IN ALARM	59864	02/04/2022	162.50	
01-71-76-45-561 Bldg Maintenance Material	General Fund	Knight Museum	Cultural and Leisure		
CRESCENT ELECTRIC SUPPLY CO.	BALLASTS FOR MUSEUM	S509995577.0	02/08/2022	100.15	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure		
GROCERY KART INC	CATERING SUPPLIES	4645	02/14/2022	335.96	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure		
GROCERY KART INC	CATERING SUPPLIES	0147	02/11/2022	77.44	
01-71-76-46-600 Catering Expenses	General Fund	Knight Museum	Cultural and Leisure		
GROCERY KART INC	CATERING SUPPLIES	6330	02/16/2022	319.63	
Total Knight Museum:				7,336.01	
01-71-77-44-431 Legal, Public Notices	General Fund	Library	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	149134	02/02/2022	4.83	
01-71-77-44-441 Electricity	General Fund	Library	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	5,238.79	02/14/2022
01-71-77-44-442 Water-Sewer	General Fund	Library	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	165.25	02/14/2022
01-71-77-44-443 Refuse	General Fund	Library	Cultural and Leisure		
COA UTILITIES	REFUSE	104397	02/07/2022	190.26	02/14/2022
01-71-77-44-444 Natural Gas	General Fund	Library	Cultural and Leisure		
BLACK HILLS ENERGY	LIBRARY ACCT# 8075256061	149145	02/15/2022	1,386.67	
Total Library:				6,985.80	
01-71-78-44-441 Electricity	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104397	02/07/2022	615.67	02/14/2022
01-71-78-44-442 Water-Sewer	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104397	02/07/2022	2.65	02/14/2022
01-71-78-45-561 Bldg Maintenance Material	General Fund	Sallows Museum	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	13191/1	02/09/2022	5.69	
01-71-78-45-561 Bldg Maintenance Material	General Fund	Sallows Museum	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	13191/1	02/09/2022	39.04	
Total Sallows Museum:				663.05	
Total Cultural and Leisure Services:				23,281.48	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	NE LIFE, NE TRAVELER AD	25110	02/15/2022	1,300.00	
Total Marketing:				1,300.00	
01-79-80-44-441 Electricity	General Fund	Carhenge	Culture and Leisure		
PREMA	ELECTRICITY	149140	02/07/2022	278.37	
Total Carhenge:				278.37	
Total Culture and Leisure Services:				1,578.37	
Total General Fund:				304,391.11	

Electric Fund

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-50-44-444 Natural Gas	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	PUBLIC WORKS ANNEX	ACCT# 709 149145	02/15/2022	1,270.21	
05-51-50-45-511 Office Supplies	Electric Fund	Administration	Utility Superintenden		
FIRSTBANK CARD	CITY PENS	BRIDGE 2/22	02/02/2022	263.51	02/14/2022
05-51-50-45-511 Office Supplies	Electric Fund	Administration	Utility Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116849-001	02/11/2022	22.20	
05-51-50-45-512 Computer Supplies	Electric Fund	Administration	Utility Superintenden		
QUILL CORPORATION	COMPUTER SUPPLIES	22643294	01/26/2022	124.44	
05-51-50-45-526 Other Supplies	Electric Fund	Administration	Utility Superintenden		
FIRSTBANK CARD	SUPPLIES	BRIDGE 2/22	02/02/2022	56.49	02/14/2022
Total Administration:				1,736.85	
05-51-53-44-456 Cellular Telephone Expense	Electric Fund	Urban Distribution	Utility Superintenden		
FIRSTNET	CELL PHONE ELECTRIC	FEB-22	02/03/2022	7.54	02/11/2022
05-51-53-44-464 PMCNTSVC-Vehicle Repair	Electric Fund	Urban Distribution	Utility Superintenden		
ALTEC INDUSTRIES INC	PARTS, LABOR	50924632	02/04/2022	513.75	
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
ALTEC INDUSTRIES INC	TOOLS	11840398	02/08/2022	196.90	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-421833	02/16/2022	10.93	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-421833	02/16/2022	34.40	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	PARTS	252055	02/15/2022	13.41	
Total Urban Distribution:				776.93	
Total Utility Superintendent:				2,513.78	
Total Electric Fund:				2,513.78	
Refuse Fund					
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection	Public Works		
KAISER CONCESSIONS	TIRE REPAIR	1170	02/11/2022	38.00	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - KELLY M.	51950615	02/09/2022	77.01	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - KELLY M.	51951096	02/11/2022	29.37	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - TERRY	51950617	02/09/2022	166.88	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - TERRY	51951095	02/11/2022	85.59	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection	Public Works		
WESTCO	FUEL	149149	02/22/2022	395.20	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection	Public Works		
WESTCO	FUEL	149149	02/22/2022	630.74	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	91931	02/15/2022	59.67	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	91855	02/09/2022	90.42	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-421398	02/10/2022	82.30	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-421791	02/15/2022	3.67	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-421944	02/17/2022	57.16	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-421791	Public Works 02/15/2022	28.02	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-421398	Public Works 02/10/2022	500.00	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-421565	Public Works 02/11/2022	136.12	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-421991	Public Works 02/17/2022	28.86	
Total Refuse Collection:				2,409.01	
Total Public Works:				2,409.01	
06-51-55-43-383 Water Testing Services SCS AQUATERRA	Refuse Fund 2022 GROUNDWATER MONITORIN	Refuse Disposal 0426500	Public Works 01/31/2022	378.75	
06-51-55-44-426 Operating Permits SCS AQUATERRA	Refuse Fund MSW title 132 Permit renewal. Profes	Refuse Disposal 0427181	Public Works 01/31/2022	6,125.00	
06-51-55-44-444 Natural Gas BLACK HILLS ENERGY	Refuse Fund LANDFILL ACCT# 7095590391	Refuse Disposal 149145	Public Works 02/15/2022	1,556.05	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip PRO OVERHEAD DOOR CO INC	Refuse Fund LANDFILL DOOR REPAIR	Refuse Disposal 3041	Public Works 02/10/2022	791.75	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip STEVE'S LITE TRUCK INC	Refuse Fund REPAIRS ON LANDFILL PICKUP	Refuse Disposal 49080	Public Works 02/14/2022	190.27	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip RAKA	Refuse Fund REPAIR LIFT CYLINDER	Refuse Disposal INV499244	Public Works 01/25/2022	795.17	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip RAKA	Refuse Fund MAINTENANCE LIFT TRUCK	Refuse Disposal INV499593	Public Works 01/26/2022	193.34	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip RAKA	Refuse Fund MAINTENANCE LIFT TRUCK	Refuse Disposal INV499604	Public Works 01/26/2022	220.90	
06-51-55-45-512 Computer Supplies FIRSTBANK CARD	Refuse Fund HP PRINTER	Refuse Disposal FANKHAUSER	Public Works 02/02/2022	188.46	02/15/2022
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund UNIFORMS	Refuse Disposal 11108953	Public Works 02/17/2022	54.95	
06-51-55-45-544 Small Tools, Equipment FIRSTBANK CARD	Refuse Fund PALLET PULLER	Refuse Disposal FANKHAUSER	Public Works 02/02/2022	50.28	02/15/2022
06-51-55-45-553 Refuse-Fuel WESTCO	Refuse Fund FUEL	Refuse Disposal 149149	Public Works 02/22/2022	72.18	
06-51-55-45-556 Parts-Vehicle, Mach, Equip FIRSTBANK CARD	Refuse Fund TAIL LIGHT	Refuse Disposal FANKHAUSER	Public Works 02/02/2022	48.39	02/15/2022
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 13288/1	Public Works 02/16/2022	10.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 13121/1	Public Works 02/04/2022	2.80	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 13160/1	Public Works 02/08/2022	7.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 13174/1	Public Works 02/09/2022	7.18	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 13289/1	Public Works 02/16/2022	4.00	
06-51-55-45-569 Other Replacement Parts FIRSTBANK CARD	Refuse Fund REPLACEMENT BATTERY	Refuse Disposal FANKHAUSER	Public Works 02/02/2022	38.51	02/15/2022
06-51-55-59-915 Capital Outlay-Buildings BOLEK-BILT LLC	Refuse Fund Labor for landfill conveyor project	Refuse Disposal 2593	Public Works 02/04/2022	11,551.47	
Total Refuse Disposal:				22,288.43	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Public Works:				22,288.43	
Total Refuse Fund:				24,697.44	
Sewer Fund					
07-52-58-43-379 Other Contract Operating Svcs	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	4021	02/01/2022	40.00	
07-52-58-44-456 Cellular Telephone Expense	Sewer Fund	Sewer	Public Works		
FIRSTNET	CELL PHONE WATER	FEB-22	02/03/2022	133.48	02/11/2022
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer	Public Works		
BERNIES ACE HARDWARE	SMALL TOOLS	251731	02/09/2022	32.51	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer	Public Works		
FARIS PLUMBING & HEATING	PARTS	149133	02/04/2022	66.50	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-421811	02/15/2022	28.11	
07-52-58-59-921 Lift Station Improvement	Sewer Fund	Sewer	Public Works		
HOA SOLUTIONS INC	LABOR, MATERIAL	10135	01/28/2022	1,497.20	
Total Sewer:				1,797.80	
Total Public Works:				1,797.80	
Total Sewer Fund:				1,797.80	
Water Fund					
08-52-51-44-483 NRCNTSVC-Building Public Wrks	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	4021	02/01/2022	64.20	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICAL	6119463	02/09/2022	651.76	
Total Water Treatment:				715.96	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	POSTAGE - WATER SAMPLES	SWEDEN 2/2	02/02/2022	60.75	02/15/2022
08-52-52-44-479 CNTSVC Other	Water Fund	Distribution	Public Works		
JEO CONSULTING GROUP INC	Alliance R&R Assessment and ERP PI	130667	02/07/2022	2,687.80	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
FARM PLAN	PARTS	51952090	02/14/2022	2.88	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
FARM PLAN	PARTS	51950909	02/10/2022	8.54	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
FARM PLAN	PARTS	51952548	02/15/2022	3.42	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
FARM PLAN	PARTS	51952090	02/14/2022	5.13	
Total Distribution:				2,768.52	
Total Public Works:				3,484.48	
Total Water Fund:				3,484.48	
Golf Course					
21-71-75-44-421 Membership Dues	Golf Course	Golf Course	Cultural and Leisure		
RMGCSA	ANNUAL DUES	4014	01/31/2022	170.00	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	GOLF ACCT# 8588264838	149145	02/15/2022	199.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	19TH HOLE ACCT# 7929125665	149145	02/15/2022	40.92	
21-71-75-44-456 Cellular Telephone Expense	Golf Course	Golf Course	Cultural and Leisure		
FIRSTNET	CELL PHONE C&LS	FEB-22	02/03/2022	31.00	02/11/2022
21-71-75-44-483 NRCNTSVC-Building Public Wrks	Golf Course	Golf Course	Cultural and Leisure		
THE CUSTOM SHOP	REPAIR FLAG	149146	02/15/2022	180.00	
21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	TIRE REPAIR	149148	02/08/2022	23.61	
21-71-75-45-545 Bottled Gas	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	BOTTLED GAS	149148	02/08/2022	26.75	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	FUEL FILTERS	34-672706	02/10/2022	22.76	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	FUEL FILTERS	34-672695	02/10/2022	448.45	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	FUEL FILTERS	34-672722	02/10/2022	44.11-	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-672695	02/10/2022	69.88	
21-71-75-45-561 Bldg Maintenance Material	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	13145/1	02/07/2022	11.97	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	GRIP TAPE	60616	02/14/2022	60.50	
21-71-75-46-675 Irrigation Material	Golf Course	Golf Course	Cultural and Leisure		
LL JOHNSON DIST CO	ELECTRIC ASSEMBLY	1140518-00	01/17/2022	1,756.10	
Total Golf Course:				2,997.82	
Total Cultural and Leisure Services:				2,997.82	
Total Golf Course:				2,997.82	
Airport					
22-41-43-42-294 Conferences, Cont Education	Airport	Airport Operations	Airport		
FIRSTBANK CARD	REGISTRATION - NE AVIATION CON	PLACEK 2/22	02/02/2022	115.00	02/18/2022
22-41-43-43-335 Other Technical Services	Airport	Airport Operations	Airport		
TELVENT DTN	Weather SERVICE - AIRPORT	6075106	02/04/2022	621.00	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	AIRPORT ADMIN ACCT# 986221100	149145	02/15/2022	38.95	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	2690 CR 57 WEATHER ACCT# 91776	149145	02/15/2022	167.37	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	AIRPORT CTR BLDG ACCT# 692062	149145	02/15/2022	400.61	
22-41-43-44-456 Cellular Telephone Expense	Airport	Airport Operations	Airport		
FIRSTNET	CELL PHONE AIRPORT	FEB-22	02/03/2022	92.44	02/11/2022
22-41-43-44-476 CNTSVC-FBO Operator	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	CONTRACT SERVICES FBO	JAN-22	01/31/2022	875.00	
22-41-43-44-477 CNTSVC-Hangar Management	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	HANGAR MANAGEMENT	JAN-22	01/31/2022	615.29	
22-41-43-44-479 CNTSVC Other	Airport	Airport Operations	Airport		
IDEAL LINEN INC	RUGS	11108213	02/14/2022	41.35	
22-41-43-45-511 Office Supplies	Airport	Airport Operations	Airport		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116898-001	02/17/2022	41.64	
22-41-43-45-511 Office Supplies	Airport	Airport Operations	Airport		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116829-001	02/10/2022	10.11	
22-41-43-45-511 Office Supplies	Airport	Airport Operations	Airport		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116810-001	02/10/2022	49.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
22-41-43-45-511 Office Supplies	Airport	Airport Operations	Airport		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116829-001	02/10/2022	45.03	
22-41-43-45-526 Other Supplies	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	13202/1	02/10/2022	36.99	
22-41-43-45-526 Other Supplies	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	GREASE	2723-419197	01/11/2022	66.90	
22-41-43-45-561 Bldg Maintenance Material	Airport	Airport Operations	Airport		
GARY'S GRAPHICS	VINYL DECALS	10115	02/14/2022	102.35	
Total Airport Operations:				3,320.02	
Total Airport:				3,320.02	
Total Airport:				3,320.02	
Public Transit Fund					
23-72-71-44-456 Cellular Telephone Expense	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	CELL PHONE TRANSIT	FEB-22	02/03/2022	231.10	02/11/2022
Total Transit - Administration:				231.10	
Total Public Works:				231.10	
Total Public Transit Fund:				231.10	
Street Fund					
24-41-41-44-441 Electricity	Street Fund	Streets	Public Works		
COA UTILITIES	ELECTRIC	104397	02/07/2022	221.09	02/14/2022
24-41-41-44-444 Natural Gas	Street Fund	Streets	Public Works		
BLACK HILLS ENERGY	STREET GARAGE ACCT# 83166747	149145	02/15/2022	1,338.64	
24-41-41-44-456 Cellular Telephone Expense	Street Fund	Streets	Public Works		
FIRSTNET	CELL PHONE STREETS	FEB-22	02/03/2022	77.22	02/11/2022
24-41-41-45-531 Uniforms	Street Fund	Streets	Public Works		
FIRSTBANK CARD	TSHIRTS - MULLINS	MULLINS 2/22	02/02/2022	140.78	02/22/2022
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
FIRSTBANK CARD	BOOTS - MULLINS	MULLINS 2/22	02/02/2022	179.95	02/22/2022
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
BERNIES ACE HARDWARE	PARTS	251981	02/15/2022	69.73	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
BERNIES ACE HARDWARE	PARTS	252088	02/16/2022	92.77	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
FARM PLAN	TOOLS	51950602	02/09/2022	47.98	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
KOKE'S AUTO FARM TRUCK INC	2 Tool box carts and BK Tie Down for	1897-00-04750	02/08/2022	5,740.69	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
CARTER'S HOME HARDWARE & AP	TOOLS	13184/1	02/09/2022	249.99	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	13209/1	02/10/2022	290.86	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets	Public Works		
FARM PLAN	55 GAL 15W40	P85391	02/16/2022	1,305.92	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets	Public Works		
WESTCO	FUEL	149149	02/22/2022	95.76	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
FARM PLAN	PARTS	51951168	02/11/2022	25.07	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
FARM PLAN	PARTS	51951168	02/11/2022	14.92	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
24-41-41-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Street Fund PARTS	Streets P85263	Public Works 02/11/2022	1,148.07	
24-41-41-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Street Fund PARTS	Streets 51952345	Public Works 02/15/2022	28.65	
24-41-41-45-556 Parts-Vehicle, Mach, Equip KOKE'S AUTO FARM TRUCK INC	Street Fund PARTS	Streets 1897-00-04777	Public Works 02/16/2022	163.99	
24-41-41-45-556 Parts-Vehicle, Mach, Equip KOKE'S AUTO FARM TRUCK INC	Street Fund PARTS	Streets 1897-00-04781	Public Works 02/17/2022	5.29	
24-41-41-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-421549	Public Works 02/11/2022	199.00	
24-41-41-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-421338	Public Works 02/09/2022	169.83	
Total Streets:				11,606.20	
Total Public Works:				11,606.20	
Total Street Fund:				11,606.20	
Retired Senior Vol Program					
26-71-70-45-526 Other Supplies FIRSTBANK CARD	Retired Senior Vol P PARTS - MOUSER ELECTRONICS	Retired Senior Vol Program FANKHAUSER	Cultural and Leisure 02/02/2022	14.33	02/15/2022
Total Retired Senior Vol Program:				14.33	
Total Cultural and Leisure Services:				14.33	
Total Retired Senior Vol Program:				14.33	
State E911 Fund					
43-31-31-47-701 911 - State Funding Restricted QWEST - SEATTLE	State E911 Fund TEXT 911 MONTHLY SERVICES	Police Administration 149141		153.68	
Total Police Administration:				153.68	
Total :				153.68	
Total State E911 Fund:				153.68	
Adminstration Internal Service					
51-13-13-42-292 Interviewing Expense FIRSTBANK CARD	Adminstration Intern DMV CHECKS	Personnel MAYHEW 2/22	Personnel 02/02/2022	15.00	02/10/2022
51-13-13-42-294 Conferences, Cont Education FIRSTBANK CARD	Adminstration Intern IPMA-HR CERT PROGRAM - T.SUIT	Personnel MAYHEW 2/22	Personnel 02/02/2022	1,299.00	02/10/2022
51-13-13-42-298 Recognition Program FIRSTBANK CARD	Adminstration Intern 20YR COAT - M.RISING	Personnel MAYHEW 2/22	Personnel 02/02/2022	135.86	02/10/2022
51-13-13-43-381 DOT Testing BOX BUTTE GENERAL HOSPITAL	Adminstration Intern DRUG AND ALCOHOL TESTING	Personnel 69729-0053	Personnel 01/04/2022	56.00	
51-13-13-43-381 DOT Testing BOX BUTTE GENERAL HOSPITAL	Adminstration Intern DRUG AND ALCOHOL TESTING	Personnel 32804-0007	Personnel 01/31/2022	56.00	
51-13-13-43-381 DOT Testing WPCI	Adminstration Intern TESTING	Personnel S149749	Personnel 01/31/2022	59.00	
51-13-13-44-421 Membership Dues WESTERN NEBRASKA HUMAN RES	Adminstration Intern MEMBERSHIP APPLICATION AND R	Personnel 149144	Personnel 02/14/2022	30.00	
51-13-13-44-432 Employment Notices ALLIANCE TIMES HERALD	Adminstration Intern CLASSIFIED JOB AD	Personnel 149135	Personnel 02/02/2022	7.54	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
51-13-13-44-432 Employment Notices	Administration Intern	Personnel	Personnel		
LEAGUE OF KANSAS MUNICIPALITI	JOB POSTING AD	3158	02/10/2022	200.00	
51-13-13-44-432 Employment Notices	Administration Intern	Personnel	Personnel		
SOUTH DAKOTA MUNICIPAL LEAGU	CLASSIFIED AD	6738	02/14/2022	50.00	
Total Personnel:				1,908.40	
Total Personnel:				1,908.40	
51-14-16-47-726 Inland Marine	Administration Intern	Risk Management	Legal		
GREGORY'S INSURANCE	POLICY CHANGE	1539454	02/09/2022	65.00	
51-14-16-47-735 Claim Deductibles, Dividends	Administration Intern	Risk Management	Legal		
TRAVELERS	CLAIM	000606831	01/31/2022	74.00	
Total Risk Management:				139.00	
Total Legal:				139.00	
51-17-17-43-335 Other Technical Services	Administration Intern	MIS	Technology		
ENVIRONMENTAL SYSTEMS RESE	ArcMap Renewal	94192525	02/07/2022	1,200.00	
51-17-17-59-942 Computer System	Administration Intern	MIS	Technology		
BYTES COMPUTER	WYSE Terminals - Annual Computer P	30118	12/09/2021	1,661.25	
Total MIS:				2,861.25	
Total Technology:				2,861.25	
51-21-21-44-456 Cellular Telephone Expense	Administration Intern	Accounting	Finance		
FIRSTNET	CELL PHONE FINANCE	FEB-22	02/03/2022	46.22	02/11/2022
51-21-21-45-511 Office Supplies	Administration Intern	Accounting	Finance		
STAPLES	PAPER	8065187658	02/09/2022	199.95	
51-21-21-45-526 Other Supplies	Administration Intern	Accounting	Finance		
HART WORKS EMBROIDERY & SCR	UNIFORMS	2773	01/29/2022	153.00	
Total Accounting:				399.17	
Total Finance:				399.17	
Total Administration Internal Service:				5,307.82	
Enterprise Internal Service					
55-21-23-45-511 Office Supplies	Enterprise Internal S	Utility Customer Service	Finance		
STAPLES	PAPER	8065187658	02/09/2022	199.95	
55-21-23-45-526 Other Supplies	Enterprise Internal S	Utility Customer Service	Finance		
HART WORKS EMBROIDERY & SCR	UNIFORMS	2773	01/29/2022	39.39	
Total Utility Customer Service:				239.34	
55-21-24-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Enterprise Internal S	Meter Reading	Finance		
KAISER CONCESSIONS	TIRE REPAIR	741347	01/11/2022	15.00	
55-21-24-45-534 Safety Commodities	Enterprise Internal S	Meter Reading	Finance		
FARM PLAN	DOG TREATS	51952045	02/14/2022	4.99	
55-21-24-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Enterprise Internal S	Meter Reading	Finance		
WESTCO	FUEL	149149	02/22/2022	73.60	
Total Meter Reading:				93.59	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Finance:				332.93	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S Warehouse		Utilitiy Superintenden		
IDEAL LINEN INC	MOPS	11108209	02/14/2022	58.83	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NE SAFETY & FIRE EQUIPMENT IN	FIRE ALARM INSPECTION	106228	01/07/2022	135.00	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S Warehouse		Utilitiy Superintenden		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	4021	02/01/2022	100.00	
55-51-56-45-511 Office Supplies	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116820-001	02/09/2022	9.71	
Total Warehouse:				303.54	
Total Utilitiy Superintendent:				303.54	
Total Enterprise Internal Service:				636.47	
Health Care Internal Service					
57-81-81-42-231 Employee Life Insurance	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	EMPLOYEE LIFE INSURANCE	FEB-22	02/01/2022	781.61	02/10/2022
57-81-81-42-281 Specific Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	FEB-22	02/01/2022	25,320.42	02/10/2022
57-81-81-42-285 Transplant Coverage	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	TRANSPLANT COVERAGE	FEB-22	02/01/2022	1,156.20	02/10/2022
57-81-81-42-286 Aggregate Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	AGGREGATE PREMIUM	FEB-22	02/01/2022	1,518.38	02/10/2022
57-81-81-42-287 Employee Claims	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	021422-HC	02/14/2022	11,815.05	02/15/2022
57-81-81-42-287 Employee Claims	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	022122-HC	02/21/2022	1,976.95	02/22/2022
57-81-81-42-288 Employee Insurance Admin	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	EMPLOYEE INSURANCE ADMIN	FEB-22	02/01/2022	2,092.80	02/10/2022
57-81-81-42-289 Vision Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	VISION	FEB-22	02/01/2022	1,137.44	02/10/2022
57-81-81-43-379 Other Contract Operating Svcs	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HAYS PREMIUM	FEB-22	02/01/2022	2,500.00	02/10/2022
Total Health Support:				48,298.85	
Total Personnel:				48,298.85	
Total Health Care Internal Service:				48,298.85	
Grand Totals:				409,450.90	

Dated: _____

Mayor: _____

City Manager: _____

City Finance Director: _____

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

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Purchasing Card

Employee Name **Sam Mullins**
 Expense Purpose **Purchasing Card**
 Fund **24 Streets**

Employee Number **935**
 Daily Meal Limit \$ **-**
 Report Start Date **1/0/1900**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)



Total Meals **-**
 Total Lodging **-**
 Total Mileage **-**

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/15/2022	Ariat - Uniform for Sam - <i>T-shirts</i>	24-41-41-45-531	140.78 ✓
1/15/2022	Ariat - Safety for Sam - <i>Boots</i>	24-41-41-45-534	179.95 ✓
Total Miscellaneous			320.73

Travel Advance **-**

Card No. = 491506

Total Purchasing Card \$ **320.73**

Comments

Employee Signature *[Signature]* Date **2/17/22**
 Supervisor Approval *[Signature]* Date **2-14-22**
 Sam Mullins

Finance Office Use Only:

Comments *OK*

Receipts ☒

Signed *[Signature]*

Date **2/22/22**

Purchasing Card

Employee Name	Lynn Placek	Employee Number	997
Expense Purpose	Aviation Conference	Daily Meal Limit	\$ -
Fund	22 Airport	Report Start Date	1/26/2022

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals	-
Total Lodging	-
Total Mileage	-

Alliance
Nebraska

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/6/2022	Registration fee for Nebraska Aviation Conference	22-41-43-42-294	115.00
Total Miscellaneous			115.00

Travel Advance -

Card No. = 0

Total Purchasing Card \$ 115.00

Comments

--

Employee Signature	Lynn M. Placek	Date	2/14/2022
Supervisor Approval		Date	2/16/22

Finance Office Use Only:

Comments	Receipts ☒
	Signed <i>[Signature]</i>
	Date 2/16/22

Purchasing Card

Employee Name	Bob Swedeen
Expense Purpose	Purchasing Card
Fund	08 Water

Employee Number	1190
Daily Meal Limit	\$ -
Report Start Date	1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals	-
Total Lodging	-
Total Mileage	-

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

MISCELLANEOUS TRAVEL EXPENSES					
DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT		
Total Miscellaneous Travel					-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/18/2022	USPS Mailings	08-52-52-43-383	29.60
1/3/2022	USPS Mailings	08-52-52-43-383	31.15
		Total Miscellaneous	60.75

Total Miscellaneous	60.75
---------------------	-------

Travel Advance	-
----------------	---

Card No. = 973765

Total Purchasing Card	\$ 60.75
------------------------------	-----------------

Comments

Employee Signature Bob Swedeen

Bob Swedeen

Date 2-14-22

Supervisor Approval 

Date 2-14-72

Finance Office Use Only:

Comments OLReceipts ☒

Signed Hansen

Date 2/15/22

Purchasing Card

Employee Name Clint Frankhauser
 Expense Purpose Purchasing Card
 Fund 06 Refuse

Employee Number 269
 Daily Meal Limit \$ -
 Report Start Date 1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals -
 Total Lodging -
 Total Mileage -

Alliance
Nebraska

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/7/2022	HP Laserjet printer and insurance	06-51-55-45-512	188.46
1/25/2022	Amazon - 3T puller steel single scissor yellow pallet puller	06-51-55-45-544	50.28
1/25/2022	Mouser electronics - Parts	26-71-70-45-526	14.33
1/26/2022	Carparts - passenger side tail light with bulbs clear red	06-51-55-45-556	48.39
1/26/2022	amazon - power sonic PS-1230 replacement battery	06-51-55-45-569	38.51
Total Miscellaneous			339.97

Travel Advance -

Card No. = 093440

Total Purchasing Card \$ 339.97

Comments

Employee Signature Clint Frankhauser
 Clint Frankhauser

Date 2/15/22

Supervisor Approval [Signature]

Date 2.14.22

Finance Office Use Only:

Comments OK

Receipts ☒

Signed [Signature]
 Date 2/15/22

Purchasing Card

Employee Name **Tarrah S Johnson**

Employee Number **608**

Expense Purpose **0**

Daily Meal Limit **\$ -**

Fund **01 General**

Report Start Date **1/10/2022**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)



01-11-11 01-42-294

Total Meals **75.99**

01-11-11 01-42-294

Total Lodging **387.50**

Total Mileage **-**

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

Total Miscellaneous Travel **-**

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/13/2020	Amazon Books For CPM Program	01-11-11-45-515	48.13 ✓
1/13/2022	Amazon Books For CPM Program	01-11-11-45-515	27.77 ✓
2/1/2022	Target mini Refrigerator	01-11-11-45-541	160.49 ✓

Total Miscellaneous **236.39**

Travel Advance **-**

Card No. = **305290**

Total Purchasing Card **\$ 699.88**

Comments

Employee Signature

Tarrah S Johnson

Tarrah S Johnson

Date

2/11/22

Supervisor Approval

[Signature]

Date

2/11/22

Finance Office Use Only:

Comments

OK

Receipts ☒

Signed

[Signature]

Date

2/11/22

Employee Name **Tarrah S Johnson**Employee Number **608****Approved Travel Expenses**

MEALS						
DATE	DAY	RESTAURANT AND CITY (Note Individuals)	No.	MEAL	TIP	TOTAL
1/10/2022	1	Pickelmans Gourmet Café #20 - Omaha, NE	1	14.65		14.65 ✓
	1	Wendy's - Omaha	1	9.62		9.62 ✓
	1	11-11-42-294				-
1/11/2022	2	Greenbelly Aksarben - Omaha, NE	1	16.16		16.16 ✓
	2					-
	2	11-11-42-294				-
1/12/2022	3	Roast Aksarben - Omaha, NE	1	8.99		8.99 ✓
	3	DJ's Dugout - Omaha, NE	1	9.83		9.83 ✓
	3	11-11-42-294				-
1/13/2022	4	Joes Bar B Que - Omaha, NE	1	16.74		16.74 ✓
	4					-
	4	11-11-42-294				-
1/14/2022	5					-
	5					-
	5					-
	6					-
	6					-
	6					-
	7					-
	7					-
	7					-
Total Meals				75.99	-	75.99

LODGING					
DATE	DAY	MOTEL/HOTEL - CITY	LODGING	TIP	TOTAL
1/10/2022	1				-
1/11/2022	2				-
1/12/2022	3				-
1/13/2022	4	CourtYard by Marriott - Omaha, NE	387.50		387.50 ✓
1/14/2022	5				-
	6				-
	7				-
Total Lodging			387.50	-	387.50

MILEAGE					
DATE	DAY	DESTINATION CITY	MILES	RATE	TOTAL
1/10/2022	1				
1/11/2022	2				
1/12/2022	3				
1/13/2022	4				
1/14/2022	5				
	6				
	7				
Total Mileage			-		-

Purchasing Card

Employee Name Brent Kusek
Expense Purpose Credit Card
Fund 01 General

Employee Number 679
Daily Meal Limit \$ -
Report Start Date 1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)



Total Meals -
Total Lodging -
Total Mileage -

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/17/2022	Panhandle Planning Conference	01-61-60-42-294	70.00
1/24/2022	APA Membership	01-61-60-44-421	355.00
Total Miscellaneous			425.00

Travel Advance -

Card No. = 829600

Total Purchasing Card \$ 425.00

Comments

--

Employee Signature Brent Kusek
Brent Kusek

Date 2/10/22

Supervisor Approval [Signature]

Date 2/10/22

Finance Office Use Only:

Comments OK

Receipts ☒
Signed [Signature]
Date 2/10/22

Purchasing Card

Employee Name	Seth Sorensen
---------------	---------------

Expense Purpose	First League Conference Registration
-----------------	--------------------------------------

Fund 01 General

Employee Number	1181
-----------------	------

Daily Meal Limit \$ -

Report Start Date 1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)					
DATE	TO/FROM	PURPOSE	AMOUNT	REMARKS	SIGNATURE
08-09-2017	San Francisco, CA	Business Meeting	\$1,200.00	Travel expenses for business meeting.	[Signature]
09-01-2017	New York, NY	Client Visit	\$800.00	Travel expenses for client visit.	[Signature]
09-15-2017	Los Angeles, CA	Conference	\$1,500.00	Travel expenses for conference.	[Signature]
10-01-2017	Chicago, IL	Workshop	\$900.00	Travel expenses for workshop.	[Signature]
10-15-2017	Phoenix, AZ	Training	\$1,100.00	Travel expenses for training.	[Signature]
11-01-2017	Seattle, WA	Meeting	\$700.00	Travel expenses for meeting.	[Signature]
11-15-2017	Portland, OR	Site Visit	\$600.00	Travel expenses for site visit.	[Signature]
12-01-2017	Denver, CO	Workshop	\$850.00	Travel expenses for workshop.	[Signature]
12-15-2017	Boston, MA	Conference	\$1,300.00	Travel expenses for conference.	[Signature]
01-01-2018	San Diego, CA	Client Meeting	\$950.00	Travel expenses for client meeting.	[Signature]
01-15-2018	Houston, TX	Workshop	\$1,050.00	Travel expenses for workshop.	[Signature]
02-01-2018	Philadelphia, PA	Meeting	\$750.00	Travel expenses for meeting.	[Signature]
02-15-2018	San Antonio, TX	Site Visit	\$650.00	Travel expenses for site visit.	[Signature]
03-01-2018	Dallas, TX	Workshop	\$800.00	Travel expenses for workshop.	[Signature]
03-15-2018	Austin, TX	Conference	\$1,250.00	Travel expenses for conference.	[Signature]
04-01-2018	Ft. Worth, TX	Client Meeting	\$900.00	Travel expenses for client meeting.	[Signature]
04-15-2018	El Paso, TX	Workshop	\$700.00	Travel expenses for workshop.	[Signature]
05-01-2018	Phoenix, AZ	Meeting	\$850.00	Travel expenses for meeting.	[Signature]
05-15-2018	Tucson, AZ	Site Visit	\$600.00	Travel expenses for site visit.	[Signature]
06-01-2018	Flagstaff, AZ	Workshop	\$750.00	Travel expenses for workshop.	[Signature]
06-15-2018	Sedona, AZ	Conference	\$1,100.00	Travel expenses for conference.	[Signature]
07-01-2018	Scottsdale, AZ	Client Meeting	\$950.00	Travel expenses for client meeting.	[Signature]
07-15-2018	Tempe, AZ	Workshop	\$800.00	Travel expenses for workshop.	[Signature]
08-01-2018	Mesa, AZ	Meeting	\$700.00	Travel expenses for meeting.	[Signature]
08-15-2018	Glendale, AZ	Site Visit	\$650.00	Travel expenses for site visit.	[Signature]
09-01-2018	Peoria, AZ	Workshop	\$850.00	Travel expenses for workshop.	[Signature]
09-15-2018	Nogales, AZ	Conference	\$1,200.00	Travel expenses for conference.	[Signature]
10-01-2018	Tomball, TX	Client Meeting	\$900.00	Travel expenses for client meeting.	[Signature]
10-15-2018	The Woodlands, TX	Workshop	\$750.00	Travel expenses for workshop.	[Signature]
11-01-2018	Spring, TX	Meeting	\$800.00	Travel expenses for meeting.	[Signature]
11-15-2018	Humble, TX	Site Visit	\$600.00	Travel expenses for site visit.	[Signature]
12-01-2018	Baytown, TX	Workshop	\$700.00	Travel expenses for workshop.	[Signature]
12-15-2018	Port Houston, TX	Conference	\$1,100.00	Travel expenses for conference.	[Signature]
01-01-2019	Spring Branch, TX	Client Meeting	\$950.00	Travel expenses for client meeting.	[Signature]
01-15-2019	Springdale, TX	Workshop	\$800.00	Travel expenses for workshop.	[Signature]
02-01-2019	Waxahatchie, TX	Meeting	\$700.00	Travel expenses for meeting.	[Signature]
02-15-2019	Georgetown, TX	Site Visit	\$650.00	Travel expenses for site visit.	[Signature]
03-01-2019	Cedar Rapids, IA	Workshop	\$850.00	Travel expenses for workshop.	[Signature]
03-15-2019	Iowa City, IA	Conference	\$1,200.00	Travel expenses for conference.	[Signature]
04-01-2019	Des Moines, IA	Client Meeting	\$900.00	Travel expenses for client meeting.	[Signature]
04-15-2019	Sioux Falls, SD	Workshop	\$750.00	Travel expenses for workshop.	[Signature]
05-01-2019	Rapid City, SD	Meeting	\$800.00	Travel expenses for meeting.	[Signature]
05-15-2019	Black Hills, SD	Site Visit	\$600.00	Travel expenses for site visit.	[Signature]
06-01-2019	Deadwood, SD	Workshop	\$700.00	Travel expenses for workshop.	[Signature]
06-15-2019	Lead, SD	Conference	\$1,100.00	Travel expenses for conference.	[Signature]
07-01-2019	Sturgis, SD	Client Meeting	\$950.00	Travel expenses for client meeting.	[Signature]
07-15-2019	Hot Springs, AR	Workshop	\$800.00	Travel expenses for workshop.	[Signature]
08-01-2019	Fayetteville, AR	Meeting	\$700.00	Travel expenses for meeting.	[Signature]
08-15-2019	Little Rock, AR	Site Visit	\$650.00	Travel expenses for site visit.	[Signature]
09-01-2019	Jackson, MS	Workshop	\$850.00	Travel expenses for workshop.	[Signature]
09-15-2019	Oxford, MS	Conference	\$1,200.00	Travel expenses for conference.	[Signature]
10-01-2019	Meridian, MS	Client Meeting	\$900.00	Travel expenses for client meeting.	[Signature]
10-15-2019	Indianapolis, IN	Workshop	\$750.00	Travel expenses for workshop.	[Signature]
11-01-2019	Bloomington, IN	Meeting	\$800.00	Travel expenses for meeting.	[Signature]
11-15-2019	Fort Wayne, IN	Site Visit	\$600.00	Travel expenses for site visit.	[Signature]
12-01-2019	Evanston, IL	Workshop	\$700.00	Travel expenses for workshop.	[Signature]
12-15-2019	Chicago, IL	Conference			



Total Meals	1
--------------------	---

Total Lodging	-
----------------------	---

Total Mileage	-
----------------------	---

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS	
1. Description of item	
2. Amount	
3. Date	
4. Amount	
5. Date	
6. Amount	
7. Date	
8. Amount	
9. Date	
10. Amount	
11. Date	
12. Amount	
13. Date	
14. Amount	
15. Date	
16. Amount	
17. Date	
18. Amount	
19. Date	
20. Amount	
21. Date	
22. Amount	
23. Date	
24. Amount	
25. Date	
26. Amount	
27. Date	
28. Amount	
29. Date	
30. Amount	
31. Date	
32. Amount	
33. Date	
34. Amount	
35. Date	
36. Amount	
37. Date	
38. Amount	
39. Date	
40. Amount	
41. Date	
42. Amount	
43. Date	
44. Amount	
45. Date	
46. Amount	
47. Date	
48. Amount	
49. Date	
50. Amount	
51. Date	
52. Amount	
53. Date	
54. Amount	
55. Date	
56. Amount	
57. Date	
58. Amount	
59. Date	
60. Amount	
61. Date	
62. Amount	
63. Date	
64. Amount	
65. Date	
66. Amount	
67. Date	
68. Amount	
69. Date	
70. Amount	
71. Date	
72. Amount	
73. Date	
74. Amount	
75. Date	
76. Amount	
77. Date	
78. Amount	
79. Date	
80. Amount	
81. Date	
82. Amount	
83. Date	
84. Amount	
85. Date	
86. Amount	
87. Date	
88. Amount	
89. Date	
90. Amount	
91. Date	
92. Amount	
93. Date	
94. Amount	
95. Date	
96. Amount	
97. Date	
98. Amount	
99. Date	
100. Amount	

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/19/2022	First League Conference Registration	01-11-11-42-294	335.50
Total Miscellaneous			335.50

Total Miscellaneous	335.50
----------------------------	---------------

Travel Advance	-
-----------------------	---

Card No. = 0

Total Purchasing Card	\$ 335.50
------------------------------	------------------

Comments

--

Employee Signature  Seth Sorensen

Date 2/10/22

Supervisor Approval Randy Ruagones

Date 2/11/22

Finance Office Use Only:

Comments

Receipts

Signed

Date 2/10/22

Purchasing Card

Employee Name Carla Mayhew
 Expense Purpose 0
 Fund 51 Internal Services

Employee Number 818
 Daily Meal Limit \$ -
 Report Start Date 1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)



Total Meals -
 Total Lodging -
 Total Mileage -

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
1/10/2022	Nebraska.gov - DMV Checks	51-13-13-42-292	15.00
1/12/2022	LandsEnd - Mark Rising - 20 yr coat	51-13-13-42-298	135.86
1/11/2022	IPMA-HR - Tammy HR Cert. Program	51-13-13-42-294	1,299.00
Total Miscellaneous			1,449.86

Travel Advance -

Card No. = 235458

Total Purchasing Card \$ 1,449.86

Comments

Employee Signature Carla Mayhew Date 2/9/22
 Supervisor Approval [Signature] Date 2/9/22

Finance Office Use Only:

Comments OK

Receipts ☒
 Signed [Signature]
 Date 2/10/22



CITY OF ALLIANCE

Budget Transfer

☐

Operating

☒

Capital

Reason for Transfer/ Resolution No.:

Design change on tipping floor to install refuse back stop for conveyor.

Account Name	Account Number	Amount of Transfer (Hundreds of Dollars)	Amended Budget
From Account (s):			
CAPITAL OUTLAY-BUILDINGS	06-51-55-59-915	\$17,200	\$406,000.00
To Account (s):			
CAPITAL OUTLAY-MACH, EQUIP	06-51-55-59-950	\$17,200	\$37,200.00

Requested by

Ross O Grant

Date

2/23/2022

Approved by Council on

If transfer amount is under \$ 2,500, submitted to Finance Director for approval.
If transfer amount is \$ 2,500 and over, submitted to City Manager for approval.

City Finance Director

City Manager

INTERNAL USE

Date Transfer Completed

Transfer Completed By

Reference#



NMPP **MEAN** **NPGA** **ACE**

VIA CERTIFIED MAIL

Memorandum

TO: Bulk Power Participants, Service Schedule M
FROM: Brad Hans, Director of Wholesale Electric Operations
DATE: January 25, 2022
SUBJECT: Official Notice of Revised Rate Schedule
Bulk Power Participants, Service Schedule M
EFFECTIVE APRIL 1, 2022

At the meeting on January 20, 2022, the Municipal Energy Agency of Nebraska (MEAN) Board of Directors revised the Schedule of Rates and Charges for Service Schedule M, Total Power Requirements Power Purchase Agreement (SSM). The revisions are effective April 1, 2022 and are summarized as follows:

- Reduced the total Fixed Cost Recovery Charge and updated the allocation
- Energy Charge rate per kilowatt-hour increased to \$0.04070

Pursuant to Section 6.02 (A) of the SSM, this memorandum serves as official notification of the revised Exhibit B Schedule of Rates and Charges. Please attach it to the official copy of the SSM for your City, Village or Town.

In addition, at the meeting on January 20, 2022, the MEAN Board of Directors approved a revised rate effective April 1, 2022 for the purchase of MEAN wind generated energy. Communities that have contracted for the purchase of wind generated energy will receive a separate communication from MEAN with an updated rate schedule for that contract.

There were no changes made to the rate for MEAN Landfill Gas Energy Environmental Attributes. Communities that have contracted for the purchase of MEAN Landfill Gas Energy Environmental Attributes previously received a rate schedule for that contract.

Also enclosed is official notice of the MEAN standard Avoided Cost Rate effective as of January 1, 2022 for purchases from Qualifying Facilities with a design capacity of 100 kW or less under the Public Utility Regulatory Policies Act (PURPA).

You are receiving this notice because you or your job title are within one or more of the following categories for recipients of notice of MEAN rate changes:

1. City/Village/Town Clerk or equivalent
2. Title/person specifically listed in the SSM to receive official Notices under the Agreement

If you have any questions, please contact Carol Brehm, Member Relations, at (402) 473-8211.

BH/mjl

Enclosures: Revised Exhibit B Schedule of Rates and Charges to Service Schedule M
MEAN standard Avoided Cost Rate effective January 1, 2022

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

This Schedule of Rates and Charges supplied to the City by MEAN, including without limitation the General Terms and Conditions of Service attached hereto, is a part of the Total Power Requirements Power Purchase Agreement ("Agreement") between MEAN and the City.

SECTION 1. SERVICES TO BE PROVIDED

- 1.01 This schedule applies to the Total Requirements Service provided to the City.

SECTION 2. BILLING ENERGY

- 2.01 The Total Metered Energy shall be equal to the measured energy at the Point of Measurement, adjusted for losses to the Point of Delivery. The Point of Measurement and Point of Delivery are defined in Exhibit A to the Agreement.
- 2.02 Monthly Western Area Power Administration Energy Allocation
- a. If City has a Western Area Power Administration ("WAPA") Energy Allocation(s), Monthly WAPA Energy Allocation is equal to the firm energy allocation supplied by WAPA to the City through any of the following regions: WAPA Pick-Sloan Missouri Basin Project ("WAPA UGP"), WAPA Loveland Area Projects ("WAPA LAP"), or WAPA Salt Lake City Area Integrated Projects ("WAPA SLCA"), for that month.
 - b. In the event the Monthly WAPA Energy Allocation exceeds the Total Metered Energy, the Monthly WAPA Energy Allocation shall be equal to the Total Metered Energy for MEAN billing purposes.
- 2.03 Monthly MEAN Energy is equal to Total Metered Energy, less Monthly WAPA Energy Allocation, less any energy delivered pursuant to any Supplemental Agreement for Wind-Generated Energy Purchase between MEAN and the City ("Contracted Wind").

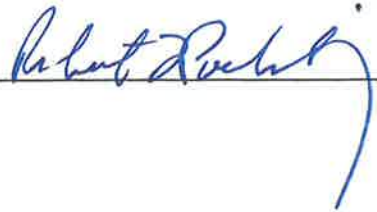
SECTION 3. SCHEDULE OF RATES AND CHARGES

3.01 Fixed Cost Recovery Charge

- a. The Fixed Cost Recovery Charge consists of costs related primarily to MEAN's ownership of generation, contracted purchase of generating capacity and the operation of MEAN. The total Fixed Cost Recovery Charge is evaluated annually as part of the fiscal year budget process. The Fixed Cost Recovery Charge shall be

Date Approved: January 20, 2022

By: _____



Effective date of this Schedule of Rates and
Charges: April 1, 2022

Supersedes Schedule of Rates and Charges dated
Effective April 1, 2021

Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges

allocated based on a three-year historical average non-coincident monthly peak demand (supplied by MEAN), by Participant. The Annual Period used for historical average non-coincident peak demand in the calculation is October – September. A five percent (5%) differential for Schedule K Participants and Schedule K-1 Participants is maintained within the fixed cost recovery structure. The calculated allocation may be adjusted at the discretion of the MEAN Board of Directors. The Fixed Cost Recovery Charge shall be billed to City in an amount as follows:

Fixed charge per City as shown on Attachment 1 to this Exhibit.

3.02 Energy Charge

- a. The Energy Charge per kilowatt-hour shall apply to MEAN Energy and shall be billed at the following rate:

\$0.04070

- b. The Energy Charge for MEAN Energy is also subject to Section 3.04, Pooled Energy Adjustment (PEA) of this Schedule of Rates and Charges.

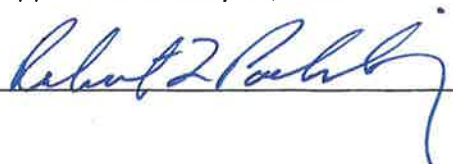
3.03 Customer Charge (applicable directly to City as customer) \$0.00 per month

3.04 Pooled Energy Adjustment ("PEA"). The purpose of the PEA is to allow MEAN the ability to recover the costs on a monthly basis for energy purchased and generated whenever the actual monthly energy costs to MEAN exceed the budgeted monthly energy costs. The positive difference ("PEA Amount") for the month will be applied to the Monthly MEAN Energy as defined in Section 2.03 for that month and may be billed during the succeeding billing period.

3.05 Power Factor. If the City's power factor at any Point of Delivery is less than 95%, the City's Fixed Cost Recovery Charge allocation may be adjusted to reflect a 95% power factor and any third-party charges, fines or penalties will be passed through to City.

3.06 The rates and charges established in this Exhibit B may be modified from time to time by MEAN pursuant to the terms of the Agreement and shall become effective pursuant to such terms.

Date Approved: January 20, 2022

By: 

Effective date of this Schedule of Rates and
Charges: April 1, 2022

Supersedes Schedule of Rates and Charges dated
Effective April 1, 2021

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

SECTION 4. CAPACITY COMMITMENT COMPENSATION

- 4.01 The City shall be reimbursed for the commitment of its accredited generation facilities as follows:
- a. Demand Rate for each kilowatt of Contract Capacity, as that term is defined in the Asset Management Policies and Procedures, \$2.00 per month.
 - b. Energy Rate shall be determined by, and may be modified from time to time by, the MEAN Board of Directors. The Energy Rate is currently set forth in the Asset Management Policies and Procedures.

SECTION 5. TRANSMISSION AND SUBTRANSMISSION CHARGES

- 5.01 Transmission service charges, including applicable ancillary service charges other than operating reserves, for delivery of demand and Billing Energy under the Agreement and Section 2 of this Exhibit B, plus any other contracted transmission service for delivery of City's WAPA power, shall be billed at the transmission service provider's then-current transmission rates.
- 5.02 In the event that delivery voltages lower than 115 KV or additional transformation or sub-transmission facilities are required to make deliveries to the City, the City shall be required to pay such additional amounts equal to those incurred by MEAN to make such deliveries at that voltage.
- 5.03 City shall reimburse MEAN for any other expenses incurred by MEAN in accordance with specific agreements between the City and MEAN.

SECTION 6. INTEREST ON LATE PAYMENTS

- 6.01 Unpaid balances on billings shall accrue interest from the due date until paid at the rate of 12% per annum.

SECTION 7. GENERAL TERMS AND CONDITIONS OF SERVICE

- 7.01 The provisions of the General Terms and Conditions of Service, as revised from time to time, are hereby made part of this Schedule of Rates and Charges.

Date Approved: January 20, 2022

By: _____



Effective date of this Schedule of Rates and Charges: April 1, 2022

Supersedes Schedule of Rates and Charges dated Effective April 1, 2021

**Municipal Energy Agency of Nebraska
Fixed Cost Recovery Charge
Schedule M Exhibit B
Attachment 1**

	April	May	June	July	August	September	October	November	December	January	February	March	Total
Schedule M													
Alliance	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,462.00	\$ 227,461.00	\$ 2,729,543.00
Anselmy	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,821.00	9,819.00	117,850.00
Arnold	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	4,588.00	55,056.00
Aspen, CO	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,291.00	105,293.00	1,263,484.00
Basin, WY	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,701.00	25,698.00	308,405.00
Bayard	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,605.00	1,607.00	19,262.00
Beaver City	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,135.00	13,134.00	157,619.00
Benkelman	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,329.00	29,327.00	351,946.00
Blue Hill	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,325.00	8,320.00	99,895.00
Breda, IA	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,773.00	3,769.00	45,272.00
Bridgeport	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	26,601.00	319,212.00
Broken Bow	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,508.00	185,511.00	2,226,099.00
Burwell	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,331.00	28,334.00	339,975.00
Callaway	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	10,987.00	131,844.00
Carlisle, IA	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,206.00	49,210.00	590,476.00
Chappell	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,149.00	4,153.00	49,792.00
Crete	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	239,999.00	240,003.00	2,879,992.00
Curtis	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,842.00	32,841.00	394,103.00
Della, CO	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,321.00	119,324.00	1,431,855.00
Denver, IA	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	34,541.00	414,492.00
Fairbury	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,454.00	183,453.00	2,201,447.00
Flaming, CO	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,078.00	3,080.00	36,938.00
Fonda, IA	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,771.00	7,775.00	93,256.00
Fort Morgan, CO	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,486.00	272,490.00	3,269,936.00
Gering	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	49,693.00	596,313.00
Grant	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,461.00	37,466.00	449,337.00
Gunnison, CO	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,919.00	72,922.00	875,031.00
Haxtun, CO	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,858.00	8,856.00	106,294.00
Imperial PPD	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,183.00	49,184.00	590,197.00
Indiana, IA	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,328.00	308,327.00	3,699,935.00
Julesburg, CO	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,633.00	32,630.00	391,593.00
Kimbail	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,426.00	5,420.00	65,106.00
Lyman	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,520.00	30,522.00	366,442.00
Lyons, CO	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	8,684.00	104,206.00
Mitchell	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,585.00	11,588.00	139,023.00
Morrill	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	19,671.00	236,052.00
Oak Creek, CO	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,662.00	12,663.00	151,945.00
Oxford	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,048.00	33,045.00	396,573.00
Pender	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,486.00	48,491.00	581,837.00
Pierce	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	23,563.00	282,755.00
Plainview	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,961.00	25,967.00	311,528.00
Red Cloud	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	15,436.00	185,232.00
Rockford, IA	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,664.00	67,669.00	811,973.00
Sargeant Bluff, IA	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,874.00	8,879.00	106,493.00
Shickley	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,137.00	148,136.00	1,777,643.00
Sidney	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,874.00	15,878.00	190,482.00
Spencer	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,475.00	12,471.00	149,866.00
Stuart	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,913.00	120,911.00	1,450,964.00
Torrington, WY	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,785.00	3,790.00	45,425.00
Wall Lake, IA	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,613.00	309,610.00	3,715,353.00
Waverly, IA	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,080.00	113,079.00	1,356,959.00
West Point	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,542.00	13,547.00	162,509.00
Wilsner	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,743.00	33,737.00	404,810.00
Yuma, CO	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,019.00	\$ 3,291,037.00	\$ 39,492,246.00
Total Schedule M													

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

[Copy of General Terms and Conditions of Service attached.]

Date Approved: January 20, 2022

By: 

Effective date of this Schedule of Rates and
Charges: April 1, 2022

Supersedes Schedule of Rates and Charges dated
Effective April 1, 2021

MEAN MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
General Terms and Conditions of Service		Distribution Restriction: Public Document

Table of Contents

I.	Applicability.....	2
II.	Definitions	2
III.	Participation Prerequisites.....	3
IV.	Duties of MEAN	4
V.	Duties of Participant	5
VI.	Services to be Rendered	6
VII.	Metering and Records.....	7
VIII.	Billings and Payments	7
IX.	Uncontrollable Forces.....	7
X.	Notices	8
XI.	Relation to Other Agreements and Obligations	8
XII.	Miscellaneous	8

MEAN MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
General Terms and Conditions of Service		Distribution Restriction: Public Document

- 2.03 General Terms and Conditions shall mean these General Terms and Conditions of Service issued by MEAN, as they may be modified or superseded from time to time including without limitation any successor document.
- 2.04 Participant (Party) shall mean any of the following that enter into a Participation Agreement with MEAN: a municipal corporation, autonomous utility board acting for or on behalf of a municipality, or other political subdivision or legal entity established by municipalities. Certain entities entering into agreements with MEAN for the sale or purchase of capacity or energy at wholesale may be excluded by MEAN from the definition of Participant.
- 2.05 Participation Agreement shall mean a written agreement executed between MEAN and the Participant under which MEAN provides energy, capacity, marketing agent, transmission agent or other products or services to Participant. Participation Agreement shall include but not be limited to the following: Service Schedule M, Service Schedules K and K-1, Supplemental Agreement for Firm Power Interchange Service, Supplemental Agreement for Wind-Generated Energy Purchase, Supplemental Agreement for Purchase of Landfill Gas Energy Environmental Attributes, Agreement for Firm Power Interchange Service, marketing agent agreement, transmission agent agreement, or other utility-related service agreement. Participation Agreement shall not include certain agreements designated by MEAN as wholesale power sales to or purchases from third parties.
- 2.06 Total Requirements Participant shall mean a Participant that has executed Service Schedule M, Service Schedule K or K-1, Supplemental Agreement for Firm Power Interchange Service, or an Agreement for Firm Power Interchange Service, with MEAN.
- 2.07 WAPA shall mean the Western Area Power Administration or its successor.

III. PARTICIPATION PREREQUISITES

Total Requirements Participants of MEAN are and shall remain voting members in good standing of the Nebraska Municipal Power Pool as defined in the Articles of Incorporation and the By-Laws of the Nebraska Municipal Power Pool, or its successor entities.

MEAN MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
General Terms and Conditions of Service		Distribution Restriction: Public Document

- g. MEAN will assist and make recommendations for planning, negotiating, designing, contracting for and administering all generation and transmission arrangements and facilities necessary to effect the delivery and sale of such bulk power supply to the Total Requirements Participants.
- h. MEAN may in its sole discretion enter into interconnection agreements and wheeling agreements if necessary or desirable for delivery of power and energy to Participants.

V. DUTIES OF PARTICIPANT

- 5.01 Each Participant shall retain the sole responsibility for the operation of its system in accordance with the General Terms and Conditions, the then-current policies and procedures approved by MEAN, and any Participation Agreement or other agreement entered into with MEAN, and for the utilization of the information which may be provided from MEAN.
- 5.02 Participant shall comply with the then-current policies and procedures approved by MEAN governing Participant generation.
- 5.03 Any Participant from whom MEAN leases generation, shall upon request by MEAN, supply to MEAN energy up to the full amount of its Contract Capacity as determined by MEAN net of any derated amount communicated to MEAN.
- 5.04 The systems of the Participants shall be interconnected continuously under normal system conditions. The Participants shall cooperate in keeping the frequency of the interconnected systems of the Parties as closely to 60 Hz as is practicable, in keeping the interchange of power and energy between the systems of the Participants as closely as is practicable to the scheduled amounts or as determined by economic dispatch, and in maintaining mutually satisfactory voltage levels. Each Participant shall be responsible for the reactive volt-ampere requirements of its system. Reactive volt-amperes may be interchanged between systems from time to time, subject to agreement between the Participants involved, when benefit to one system may be gained by the interchange without causing hardship to another system.
- 5.05 The systems of the Participants shall normally be maintained and operated in accordance with good utility practice so as to minimize the likelihood of a

MEAN MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
General Terms and Conditions of Service		Distribution Restriction: Public Document

VII. METERING AND RECORDS

7.01 Metering, telemetry and recordkeeping requirements are set forth in the Asset Management Policies and Procedures.

VIII. BILLINGS AND PAYMENTS

8.01 All bills for services supplied by MEAN shall be rendered monthly by MEAN to the Participant not later than thirty (30) days after the end of the period to which such bills are applicable. Unless otherwise agreed upon by the Board of Directors such periods shall be from 12:01 A.M. of the first day of the month to 12:01 A.M. of the first day of the succeeding month. Bills shall be due and payable on or before the due date specified on the bill, and payment shall be made when due and without deduction. Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate specified on the bill.

8.02 In the event a Participant desires to dispute all or any part of the charges submitted by MEAN, it shall nevertheless pay the full amount of the charges when due and give notification to MEAN in writing within sixty (60) days from the date of the bill stating the specific grounds on which the charges are disputed and the amount in dispute. The complaining Participant will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of MEAN within the time and in the manner herein specified. If settlement of the dispute results in a refund to the Participant, interest at one percent (1%) per month or fraction thereof shall be added to the refund.

IX. UNCONTROLLABLE FORCES

9.01 Neither MEAN nor Participant will be considered in default as to any obligation under these General Terms and Conditions or a Participation Agreement, if prevented from fulfilling the obligation due to an event of Force Majeure. However, MEAN and Participants whose performance is hindered by an event of Force Majeure shall make all reasonable efforts to perform their obligations under these General Terms and Conditions and the applicable Participation Agreement(s). This Section 9.01 shall not apply to obligations under a Participation Agreement that provides an alternative definition of Force Majeure or uncontrollable forces.

 MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
General Terms and Conditions of Service		Distribution Restriction: Public Document

that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request.

- 12.03 Remedies Upon Breach: Upon the failure by MEAN or a Participant to perform any obligation on its part under these General Terms and Conditions or the Participation Agreement, including the obligation to make payment for services provided when said payment is due, the other party to such Participation Agreement may, following such failure, make a written demand upon the non-performing party. If such non-performance is not cured within thirty (30) days from the date of transmittal of said demand, such non-performance shall, at the expiration of the 30-day period, constitute a default under the agreement. If the default involves a failure to make payment when due and if the defaulting party disputes in writing the existence or extent of the default prior to the end of the 30-day period, the party shall nevertheless make the payment prior to the end of the 30-day period under written protest. Upon any such default described in this Section 12.03, the party claiming default may at any time thereafter take any action in law or equity to enforce the agreement, including but not limited to cessation of deliveries, termination of the agreement, or action for specific performance, and to recover for any loss or damage directly resulting from the default under the Participation Agreement. Termination for default due to non-payment shall not affect the obligation to pay any unpaid amounts.
- 12.04 Governing Law and Venue: These General Terms and Conditions and the Participation Agreement shall be governed by the laws of the State of Nebraska, without regard to principles of conflicts of law that would require the application of the laws of another jurisdiction. Any action or proceeding to enforce or arising out of the Participation Agreement shall be commenced in the state courts, or in the United States District Court, of Nebraska. MEAN and Participant consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon Forum Non Conveniens.
- 12.05 Assignment of Agreements: No party shall assign a Participation Agreement without the consent in writing of the other parties except in connection with the sale and merger of a substantial portion of its properties. The provisions of these General Terms and Conditions and the Participation Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Participants executing the written agreement with MEAN, and the obligations herein assumed are solely for the use and benefit of such Participants.



NMPP **MEAN** **NPGA** **ACE**

Memorandum

TO: Total Requirements Participants of MEAN (Service Schedule M, Service Schedule K and K-1, Service Schedule J)

FROM: Brad Hans, Director of Wholesale Electric Operations

DATE: January 25, 2022

RE: Standard Avoided Cost Rate

You will find enclosed a copy of the Municipal Energy Agency of Nebraska (MEAN) standard Avoided Cost rate effective as of January 1, 2022 for Qualifying Facilities with a design capacity of 100 kW or less ("Standard Avoided Cost Rate"). This is the rate at which MEAN will compensate its total requirements participants for net excess energy produced by end-use customer owned Qualifying Facilities with a design capacity of 100 kW or less interconnected to the participant's distribution system. Qualifying Facilities are defined by federal law to include renewable generation such as solar, wind, and hydro.

The methodology for calculating the Standard Avoided Cost Rate will be updated and reviewed at least annually. Such review will include analysis of the amount of distributed generation facilities owned by end-use customers of MEAN's total requirements participants and the financial impact to MEAN participants as a whole. Adjustments may be made to the underlying data that calculates the Standard Avoided Cost Rate, as applicable, to account for extreme price spikes resulting in an unusually high Standard Avoided Cost Rate for a calendar year. Upon review of the methodology, the Standard Avoided Cost Rate will be calculated.

MEAN utilizes resources in multiple regions to serve its Participants. Thus, costs incurred by MEAN in providing wholesale power supply to MEAN's participants are shared by those participants resulting in a system-wide Energy Charge. For this reason, the Standard Avoided Cost Rate is also a system-wide rate applicable to all participants. In order to ensure a Qualifying Facility is not penalized by MEAN's system-wide rate, the rate used will be the highest of the applicable rate from each of the Balancing Areas in which MEAN operates. With the use of the highest rate, this also ensures a Qualifying Facility is not penalized by the use of a standard annual rate rather than summer and winter rates.

The rate paid by MEAN for electrical energy generated by the Qualifying Facility with a design capacity of 100 kW or less which is delivered to MEAN shall equal the MEAN Standard Avoided Cost Rate, as adjusted from time to time by MEAN in its discretion. The calculation of electrical energy delivered to MEAN will include a distribution system loss factor adjustment, as adjusted from time to time by MEAN and the total requirements participant in their discretion.

If you have any questions about the enclosed Standard Avoided Cost Rate, please contact Jamie Johnson, Director of Finance and Accounting, at (402) 473-8245.

Enclosure

Municipal Energy Agency of Nebraska (MEAN)

Standard Avoided Cost Rate

Issued effective as of January 1, 2022

Applicable to Qualifying Facilities with a Design Capacity of 100 kW or Less						
Calendar Year Rate is In Effect	Fiscal Year Rate is Derived From	MISO Purchases for Load \$/MWh	SPP Purchases for Load \$/MWh	WACM Energy Imbalance Underscheduled \$/MWh	PSCO Energy Imbalance Underscheduled \$/MWh	Standard Avoided Cost Rate \$/MWh
2022	2020-2021	\$18.00	\$16.65	\$42.09	\$24.04	\$42.09

RESOLUTION NO. 22-09

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

WHEREAS, The City of Alliance owns and operates a road-side advertising sign and provides advertising and marketing for airport tenants and businesses; and

WHEREAS, The City of Alliance would like to secure a Sign Lease with Edison Red Nest III dba Sandhills Drive-In for the purpose of advertising; and

WHEREAS, The Sign Lease is for ten years beginning on February 1st and will terminate on December 31st of the tenth year, unless otherwise negotiated; and

WHEREAS, The annual lease fee for one-half panel is Seventy-five Dollars and NO/100ths (\$75).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute a Sign Lease with Edison Red Nest III dba Sandhills Drive-In for the purpose of advertisement and marketing on a sign own and operated by the City of Alliance with an annual lease fee of \$75.

PASSED AND APPROVED this 1st day of March, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Advertising Sign Lease

This Agreement, dated this 1st day of February, 2022, is by and between the City of Alliance, a political subdivision of the State of Nebraska ("Lessor"), and Edison Red Nest III d/b/a Sandhills Drive-In ("Lessee").

Recitals

1. The Lessor owns and operates a road-side advertising sign ("Sign"), located near the Lessor's airport. The Lessor allows airport businesses and tenants to advertise on the Sign. Multiple businesses and tenants can advertise on the Sign, as it contains large removable panels ("Panels") that allow the businesses and tenants to interchange their logos and business names.

2. The size of each Panel is approximately twenty (20) inches by one-hundred-eight (108) inches. A Panel may be shared by a maximum of two businesses or tenants. One Panel may also be occupied solely by one business or tenant.

3. The Lessee, being a business or tenant of the airport, desires to lease advertising space on the Sign according to the Terms of the Agreement below.

1. Agreement

A. Lessor will provide to Lessee the following advertising space ("Space") on the Sign:

- () One Full Panel, measuring 20" X 108" of advertising space.
- (X) One Half Panel, measuring 10" X 108" of advertising space.

B. Lessee agrees to pay Lessor the following as rent ("Rent") for the Space designated in Paragraph 1.A above:

- () \$150 per year for a Full Panel
- (X) \$75 per year for a Half Panel

C. The Agreement shall be effective for ten (10) years ("Term") after the date of execution. Thereafter, it shall not automatically renew. Provided, however, the parties may agree in writing to extend this Agreement for an additional term of ten (10) years under the same terms and conditions.

D. Lessee agrees to pay Rent on or before January 1 of each new calendar year during the Term of this Agreement, unless terminated earlier. If the Term of this Agreement is executed during any calendar year or terminates during any calendar year, the yearly Rent shall not prorate, and all Rent shall be due for the calendar year of execution or termination as if the execution or termination occurred on January 1 or December 31, as the respective case may be.

E. The Lessor shall provide, manufacture, and install the Panel and the advertising material thereon. The Lessor shall follow all the Lessee's reasonable instructions and preferences regarding the substance and form of the advertising material. The Lessee, in choosing its advertising material, may request its business name or its business logo, or both, but no other advertising material is contemplated by the Lessor unless otherwise agreed upon in writing. If the desired substance and form of the advertising material cannot be reasonably provided or manufactured, the Lessor reserves the right to decline the Panel as requested by the Lessee and require alternative advertising material. The Lessor shall pay all costs and expenses of providing, manufacturing, and installing the Panel only once per the Term of this Agreement. Any changes or additions to the Panel during the Term shall be at the Lessee's cost and expense.

F. The Lessee shall not request advertising material that infringes the rights of others or is determined by the Lessor to be offensive or vulgar. The Lessee agrees to indemnify and hold harmless the Lessor from any and all harm, damages, loss, claims, or injury caused, in whole or in part, by the Lessee's advertising message or material, including but not limited to any claims for trademark infringement, trade name infringement, product disparagement, false advertising, Constitutional violations, or trade secret misappropriation.

G. Both parties reserve the right to terminate this Agreement upon sixty 60 days' written notice with or without cause. If the Lessee fails to pay Rent when due, the Lessor may terminate this Agreement upon ten (10) days' written notice, provided that the Lessee shall have the ability to pay all past due rent and prevent early termination within such ten (10) day period after the notice.

H. The Lessee may not sublease or assign its rights under this Agreement. This Agreement is binding and enforceable upon any of the Lessor's successors, assigns, or agents.

I. This Agreement constitutes the entire agreement and understanding between the parties and cannot be modified or changed unless in writing and signed by both parties.

J. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

K. This Agreement shall be construed according to the laws of Nebraska.

L. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

M. If any provision of this Agreement is deemed invalid, the remainder of this Agreement shall remain in effect.

CITY OF ALLIANCE

By: _____

Title: _____

Lessee: _____

By: _____

Title: _____

Narrative

March 1, 2022



RESOLUTION – U.S. DOT RAISE GRANT SUBMITTAL APPROVAL

From the U.S. D.O.T. Website:

“RAISE Grants are awarded on a competitive basis for investments in surface transportation infrastructure that will have a significant local or regional impact. RAISE Grant Funds were authorized under the Local and Regional Assistance Program in the Infrastructure Investment and Jobs Act, known as the Bipartisan Infrastructure Law (BIL).

Please note, if the FY 2022 Appropriations Act, through the National Infrastructure Investment program, provides additional funding for the RAISE grants program and/or includes significantly different requirements, then the department will amend the original notice of funding opportunity.

the deadline for all application materials is April 14, 2022 at 5:00 pm Eastern.

- The minimum award amount for urban projects is \$5 million and for rural projects is \$1 million, regardless of whether the application is for a capital or planning project.
- The maximum award for all projects is \$25 million.
- The federal share may be up to 100 percent of the costs of a project located in a rural area, a historically disadvantaged community, or an area of persistent poverty.
-

The Department will review Merit Criteria for all applications, and will then review Project Readiness and Economic Analysis only for a subset of projects determined by the Merit Criteria ratings. Project Readiness consists of a Technical Assessment, Environmental Risk Assessment, and Financial Completeness Assessment.

The Merit Criteria are: safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, innovation, and partnership and collaboration. for each merit criterion, the Department will consider whether the benefits are clear, direct, and significant, which will result in a rating of “high,” “medium,” “low,” or “non-responsive.”

Capital projects advanced for further analysis will undergo an (1) Economic Analysis (2) Environmental Risk Assessment; and (3) Financial Completeness Assessment. the Economic Analysis assesses the proposed project’s estimated benefit-cost ratio and net quantifiable benefits. the Environmental Risk assessment analyzes the project’s environmental approvals and likelihood of the necessary approval affecting project obligation.

under the BIL, the Department must make awards by August 12, 2022.”

It is recommended that the city pursue raise grants for the following projects:

- 1) Replacement of railroad bridge located at the 3rd Street underpass to allow 5 lanes of vehicle traffic
- 2) rail spur extension to alliance airport for intermodal shipping
- 3) 10th Street roundabouts at Laramie or Cheyenne, Emerson and Dakota
- 4) Flack Avenue extension/Railroad Overpass Bridge construction

RECOMMENDATION: APPROVE THE RESOLUTION AUTHORIZING THE SUBMISSION OF RAISE GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF TRANSPORTATION.

RESOLUTION NO. 22-10

WHEREAS, The City of Alliance has an opportunity to apply for grant funding from the U.S. Department of Transportation (DOT) to assist with roadway projects; and

WHEREAS, The Alliance City Council finds it in the best interest of the citizens of Alliance to apply for the U.S. DOT RAISE grant from the U.S. Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, authorizes the submittal of the U.S. DOT RAISE Grant application with the U.S. Department of Transportation.

BE IT FURTHER RESOLVED, The Mayor is authorized to accept and execute all documents associated with this grant if approved.

PASSED AND APPROVED this 1st day of March, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 22-11

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

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, The National Weather Service Building located at the Alliance Municipal Airport is available for lease; and

WHEREAS, Sandhills Center for Hope, Inc. has requested to lease the National Weather Service Building under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the City enter into a one-year lease agreement with an automatic renewal on a month-to-month basis after the initial term with Sandhills Center for Hope Inc., in the amount of Four Thousand Two Hundred Dollars and No/100ths (\$4,200) per year.

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease with Sandhills Center for Hope, Inc.

PASSED AND APPROVED this 1st day of March, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on the 2nd day of March 2022, by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Sandhills Center for Hope, Inc. (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

"National Weather Service" Building (Physical address is 2670 CR 57) Located upon airport property consisting of entire building; 1,500 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from March 2, 2022 through February 28, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$4,200 per year, allocated and payable in monthly payments of \$350.00 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following the month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of Rent shall be subject to an increase every March 1 without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) annually, with the increase allocated over 12 payments and payable in monthly allocations each month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) annually ever March 1. Provided, however, in all cases of a Rent increase above two percent (2%), the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. **Notice.**

Any notice provided or required under this Lease shall be sufficient if it is:

- A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;
- B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. **Utilities and Services.**

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. **Damage to the Premises.**

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty

insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) Commercial general liability in the amount of one million per occurrence (1,000,000.00), two million in aggregate (2,000,000.00), and at least one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 6 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided,

however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for business office space and activities directly related to business office space. In the event the Tenant desires to use the Premises other than for business office space and related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may in its sole discretion consent to and allow, in writing, the non-business/office space proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement, statute, or regulation between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of

whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 13 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her

possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

14. Miscellaneous.

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE TO FOLLOW]

City of Alliance

Sandhills Center for Hope, Inc.

By: _____
Mike Dafney, Mayor

Alex L. Jines, CEO
Alex L. Jines, CEO

Yvonne A. Millwood, CFO
Yvonne A. Millwood, CFO

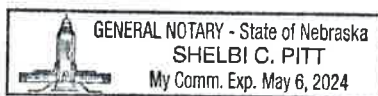
STATE OF NEBRASKA, County of _____ : ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte : ss.

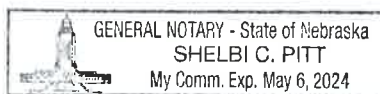
The above and foregoing was acknowledged before me on Feb. 18, 2022 by Alex L. Jines



Shelbi C. Pitt
Notary Public

STATE OF NEBRASKA, County of Box Butte : ss.

The above and foregoing was acknowledged before me on Feb. 18, 2022 by Yvonne A. Millwood



Shelbi C. Pitt
Notary Public

Tenant's Address/Phone Number:

RESOLUTION NO. 22-12

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

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

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

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

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

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

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

PASSED AND APPROVED this 1st day of March, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

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

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

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

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

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

Mayor: _____

Date: _____

GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

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

Section 26.5 Definitions

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

Section 26.7 Non-discrimination Requirements

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

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

Section 26.11 Record Keeping Requirements

Reporting to DOT

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

DBE participation will be reported to **Nebraska DOT, Aeronautics Division (NDOT-A)** as follows:

The **City of Alliance** will transmit to **NDOT-A** annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The **City of Alliance** will similarly report the required

information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

Bidders List

The **Nebraska Department of Transportation - Aeronautics Division (NDOT-A)**, acting as agent for the **City of Alliance**, will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement may allow use of the bidder's list approach to calculate overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms.

We will collect this information by requesting that prime bidders report the names and addresses of all firms who quote to them on subcontracts. We will collect this information using forms included in **Attachment 3**.

Records retention and reporting:

The **City of Alliance** will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the **City of Alliance** will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the **City of Alliance** financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

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

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

The **City of Alliance** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of Alliance** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **City of Alliance's** DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon

notification to the **City of Alliance** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

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

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

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The **City of Alliance** is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The **City of Alliance** is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the **City of Alliance** is in compliance with it and Part 26. The **City of Alliance** will continue to carry out this program until all funds from DOT financial assistance have been expended. The **City of Alliance** does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

Section 26.23 Policy Statement

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

Section 26.25 DBE Liaison Officer (DBELO)

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

Name: Lynn Placek, Airport Director
Address: P.O. Box D, 5631 Sarpy Road
City: Alliance, Nebraska 69301-0770
Telephone: 308-762-4512
Email: lplacek@cityofalliance.net

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

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

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

NOTES

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

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

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

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

Section 26.27 DBE Financial Institutions

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

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are six (6) banks in Alliance as of June 21, 2021: Bank of the West, Farmers State Bank, First National Bank of Omaha, Great Western Bank, Sandhills State Bank, and Wells Fargo Bank, National Association. Following the process used by the Nebraska Department of Transportation, the **City of Alliance** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 6 institutions noted above, using the following reports\lists:

- Federal Deposit Insurance Corporation 2019 report to Congress "Preservation and Promotion of Minority Depository Institutions" (<https://www.fdic.gov/regulations/resources/minority/congress/report-2019/2-summary-profile.pdf>)
- Federal Deposit Insurance Corporation Minority Depository Institutions List (<https://www.fdic.gov/regulations/resources/minority/mdi.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator (<https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e>)

- Office of the Comptroller of the Currency Minority and Women-Owned Depository List (<https://www OCC.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people>)

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency's Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or any other socially or economically disadvantaged financial institutions. None of the 6 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of Alliance** is required to "thoroughly investigate ... financial institutions ... in your community." Alliance is a city with a population of less than 9,000. It is located in an area with no suburbs. The city of Alliance constitutes **City of Alliance's** community. The **City of Alliance** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of Alliance's** community under 26.27 and the **City of Alliance's** market area under 26.45 are not the same areas. Due to the area's low population density, contractors typically travel hundreds of miles to participate on DOT-assisted contracts. Therefore, the **City of Alliance's** market area that was used to establish their overall DBE goal is discussed in **Attachment 5**. It would be impractical, infeasible and unreasonable for the **City of Alliance** to use a financial institution outside of their community.

Section 26.29 Prompt Payment Mechanisms

The **City of Alliance** requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

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

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

(1) We will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay

all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

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

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

Section 26.31 Directory

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

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

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

Section 26.33 Over-concentration

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

Section 26.35 Business Development Programs

The **City of Alliance** has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

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

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

Monitoring Payments to DBEs and Non-DBEs

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

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.
- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

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

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

Prompt Payment Dispute Resolution

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

In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of Alliance, Engineering Consultant, the project prime contractor and the DBE subcontractor**. Attendees for

the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

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

(1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

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

(b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.

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

Prompt Payment Complaints

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

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

Enforcement Actions for Noncompliance of Participants

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

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

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

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

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

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

Monitoring Contracts and Work Sites

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

Section 26.39 Fostering small business participation

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

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

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **City of Alliance** does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

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

NDOT:

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

FAA:

[https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule of DBE and ACDBE Reporting Requirements Dec 2017 Issue.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Goals

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

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

Prior Operating Administration Concurrence

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

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

Section 26.47 Failure to meet overall goals

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

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

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

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

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

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

- (1) The **City of Alliance** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) The **City of Alliance** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
- (4) The **City of Alliance** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

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

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

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

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

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

Contract Goals

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

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

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

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

Demonstration of good faith efforts (pre-award)

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

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

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

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

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract.
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - (iii) The dollar amount of the participation of each DBE firm participating.
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

- (v) 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.
 - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
 - (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration

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

Adam A. Hoelsing, Attorney
1502 2nd Avenue
Scottsbluff, Nebraska 69361

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

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

Good Faith Efforts procedural requirements (post-solicitation)

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

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

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the **City of Alliance**. This includes, but is not limited to, instances in which a 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 another DBE firm.

Such written consent will be provided only if the **City of Alliance** 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 following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The **City of Alliance** determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of Alliance** written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the **City of Alliance** has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the **City of Alliance** as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of Alliance** will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the **City of Alliance** requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor. The **City of Alliance** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the **City of Alliance** may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

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

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the

contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

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

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

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

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

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

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

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of Alliance

The **City of Alliance** understands that if it fails to comply with any requirement of this part, the **City of Alliance** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

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

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

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

Alliance Municipal Airport
Alliance, NE
DBE Program FY22-23-24
October 2021

ATTACHMENTS

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

Alliance Municipal Airport
Alliance, NE
DBE Program FY22-23-24
October 2021

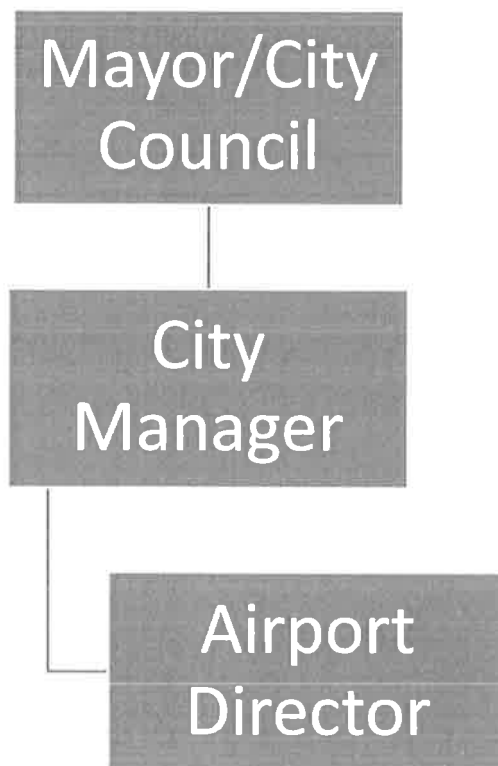
ATTACHMENT 1
Regulations: 49 CFR Part 26

Regulations: 49 CFR Part 26,

The DOT published 49 CFR Part 26 is available at the following website:

<https://www.govinfo.gov/content/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf>

ATTACHMENT 2
Organizational Chart



Ms. Lynn Placek, Airport Director, Alliance Municipal Airport, is the designated Liaison Officer. Thus, Ms. Placek has frequent direct contact and independent access to the Mayor/City Council.

ATTACHMENT 3
Bidder's List Collection Form

The following form is to be completed with the Bid Proposal.

AIP Project: _____

Airport: _____

Location: _____

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	ADDRESS (City, State)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

SIGNED _____

COMPANY _____

Alliance Municipal Airport
Alliance, NE
DBE Program FY22-23-24
October 2021

BY _____
(Printed name)

DATE _____

ATTACHMENT 4
State of Nebraska DBE Directory.

State of Nebraska DBE Directory,

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

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

ATTACHMENT 5

Overall DBE Three-Year Goal Methodology For FY 2022, 2023, 2024

Airport: Alliance Municipal Airport, Alliance, Nebraska

Sponsor: City of Alliance, NE

Goal Period: Fiscal Years 2022, 2023, 2024; October 1, 2021 through September 30, 2024

Anticipated DOT-Assisted Contracts:

	Contract Amount	Project Name	Type of Work
FY2022:	\$300,000	Taxiway Rehabilitation	Engineering
FY2022:	\$2,700,000	Taxiway Rehabilitation	Construction
FY2022:	\$205,000	Apron Rehabilitation	Engineering
FY2022:	<u>\$1,745,000</u>	Apron Rehabilitation	Construction
Subtotal FY2022	\$4,950,000		
FY2023:	\$33,750	Runway 12\30 Sealcoat	Engineering
FY2023:	<u>\$191,250</u>	Runway 12\30 Sealcoat	Construction
Subtotal FY2023	\$225,000		
FY-2024:	<u>\$375,000</u>	Airport Layout Plan	
Subtotal FY2024	\$375,000		
Total:	\$5,550,000		

The Sponsor's overall 3-year DBE goal is: 5.85%

On DOT assisted contracts, the goal is to expend 5.85% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 5.85% being achieved through race-conscious participation.

Total amount to be expended on DBE's: \$324,675

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

Fiscal Year	Contract Type	Contract Amount	DBE Amount	Total DBE Participation	Race Neutral	Race Conscious
2022	Engineering-Taxiway Rehab	\$ 300,000	\$0	0%	0%	0%
2022	Construction-Taxiway Rehab	\$2,700,000	\$194,116	7.19%	0%	7.19%
2022	Engineering-Apron Rehab	\$ 205,000	\$0	0%	0%	0%
2022	Construction-Apron Rehab	\$1,745,000	\$125,494	7.19%	0%	7.19%
2023	Engineering-Sealcoat	\$ 33,750	\$0	0%	0%	0%
2023	Construction-Sealcoat	\$ 191,250	\$5,065	2.65%	0%	2.65%
2024	Engineering - ALP	<u>\$ 375,000</u>	<u>\$0</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
	TOTAL	\$5,550,000	\$324,675	5.85%	0%	5.85%

Step 1: Goal Setting Process (26.45 c)

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

FY2022

Adams, Antelope, Arthur, Banner,
Blaine, Boone, Box Butte, Boyd, Brown,
Buffalo, Chase, Cherry, Cheyenne,
Custer, Dawes, Dawson, Deuel, Dundy,
Franklin, Frontier, Furnas, Garden,
Garfield, Gosper, Grant, Greeley, Hall,
Harlan, Hayes, Hitchcock, Holt, Hooker,
Howard, Kearney, Keith, Keya Paha,
Kimball, Knox, Lincoln, Logan, Loup,
McPherson, Merrick, Morrill, Nance,
Perkins, Phelps, Red Willow, Rock,
Scottsbluff, Sheridan, Sherman, Sioux,
Thomas, Valley, Wheeler

FY2023

Adams, Antelope, Arthur, Banner,
Blaine, Boone, Box Butte, Boyd, Brown,
Buffalo, Chase, Cherry, Cheyenne,
Custer, Dawes, Dawson, Deuel, Dundy,
Franklin, Frontier, Furnas, Garden,
Garfield, Gosper, Grant, Greeley, Hall,
Harlan, Hayes, Hitchcock, Holt, Hooker,
Howard, Kearney, Keith, Keya Paha,
Kimball, Knox, Lincoln, Logan, Loup,
McPherson, Merrick, Morrill, Nance,
Perkins, Phelps, Red Willow, Rock,
Scottsbluff, Sheridan, Sherman, Sioux,
Thomas, Valley, Wheeler

FY2024

Adams, Antelope, Arthur, Banner,
Blaine, Boone, Box Butte, Boyd, Brown,
Buffalo, Chase, Cherry, Cheyenne,
Custer, Dawes, Dawson, Deuel, Dundy,
Franklin, Frontier, Furnas, Garden,
Garfield, Gosper, Grant, Greeley, Hall,
Harlan, Hayes, Hitchcock, Holt, Hooker,
Howard, Kearney, Keith, Keya Paha,
Kimball, Knox, Lincoln, Logan, Loup,
McPherson, Merrick, Morrill, Nance,
Perkins, Phelps, Red Willow, Rock,
Scottsbluff, Sheridan, Sherman, Sioux,
Thomas, Valley, Wheeler

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

FY2022

We anticipate one contract in the total amount of \$300,000 for engineering services associated with a taxiway rehabilitation project. As discussed above, we do not anticipate any DBE participation on consulting/engineering contracts. The DBE participation for engineering service contracts is calculated as follows:

FY2022 Engineering Services – Taxiway Rehabilitation
(0 DBE Firms/ 4 total firms) = 0% DBE Participation for Engineering Services
 $0\% \times \$300,000 \text{ Contract Amount} = \$0 \text{ DBE Participation for Engineering Services}$

We also anticipate a single prime contract in the amount of \$2,700,000 for the construction of the taxiway rehabilitation. We identified 14 firms in our selected geographical area from the US Census Bureau that included NAICS codes 237310-Highway Street and Bridge Construction and 237990-Other Heavy and Civil Engineering Construction. In addition, we identified 2 unique certified DBE's in our selected geographical area in NDOT categories D9-Mainline Paving and D18-General. The DBE participation for this contract is calculated as follows:

FY2022 Construction – Taxiway Rehabilitation
(2 DBE Firms/ 14 total firms) = 14.29% DBE Participation for Construction Contract
 $14.29\% \times \$2,700,000 \text{ Contract Amount} = \$385,714 \text{ DBE Participation for Construction Contract}$

We anticipate a third contract in the total amount of \$205,000 for engineering services associated with an apron rehabilitation project. As discussed above, we do not anticipate any DBE participation on consulting/engineering contracts. The DBE participation for engineering service contracts is calculated as follows:

FY2022 Engineering Services – Apron Rehabilitation

(0 DBE Firms/ 4 total firms) = 0% DBE Participation for Engineering Services
0% x \$205,000 Contract Amount = \$0 DBE Participation for Engineering Services

Finally, we anticipate a single prime contract in the amount of \$1,745,000 for the construction of the apron rehabilitation. We identified 14 firms in our selected geographical area from the US Census Bureau that included NAICS codes 237310-Highway Street and Bridge Construction and 237990-Other Heavy and Civil Engineering Construction. In addition, we identified 2 unique certified DBE's in our selected geographical area in NDOT categories D9-Mainline Paving and D18-General. The DBE participation for this contract is calculated as follows:

FY2022 Construction – Apron Rehabilitation

(2 DBE Firms/ 14 total firms) = 14.29% DBE Participation for Construction Contract
14.29% x \$1,745,000 Contract Amount = \$249,360 DBE Participation for Construction Contract

FY2023

We anticipate one contract in the total amount of \$33,750 for engineering services associated with a pavement sealcoating project. As discussed above, we do not anticipate any DBE participation on consulting\engineering contracts. The DBE participation for engineering service contracts is calculated as follows:

FY2023 Engineering Services – Pavement Sealcoat

(0 DBE Firms/ 4 total firms) = 0% DBE Participation for Engineering Services
0% x \$33,750 Contract Amount = \$0 DBE Participation for Engineering Services

We also anticipate a single prime contract in the amount of \$191,250 for the construction of the pavement sealcoating. We identified 38 firms in our selected geographical area from the US Census Bureau that included NACIS code 238990-All other specialty trade contractors. In addition, we identified 2 certified DBE's in our selected geographical area in NDOT category D8-Specialty. The DBE participation for this contract is calculated as follows:

FY2023 Construction – Pavement Sealcoat

(2 DBE Firms/ 38 total firms) = 5.26% DBE Participation for Construction Contract
5.26% x \$191,250 Contract Amount = \$10,065 DBE Participation for Construction Contract

FY2024

We anticipate one contract for consulting/engineering services in the total amount of \$375,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

FY24 Engineering Services – Airport Layout Plan

(0 DBE Firms/ 4 total firms) = 0% DBE Participation for Consulting/Engineering Services
0% x \$375,000 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

Summary of FY2022, 2023 and 2024 DBE Participation

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

<u>Fiscal Year</u>	<u>Contract Type</u>	<u>Contract Amount</u>	<u>DBE Amount</u>
2022	Engineering-Taxiway Rehabilitation	\$300,000	\$0
2022	Construction-Taxiway Rehabilitation	\$2,700,000	\$385,714
2022	Engineering-Apron Rehabilitation	\$205,000	\$0
2022	Construction-Apron Rehabilitation	\$1,745,000	\$249,360
2023	Engineering-Pavement Sealcoat	\$33,750	\$0
2023	Construction-Sealcoat	\$191,250	\$10,065

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

$$(\$645,139 \text{ Total DBE Contact Amount}) / (\$5,550,000 \text{ Total Contract Amount}) = 11.7\%$$

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

Our historical data is summarized as follows:

FY	AIP Project	Description of Work	CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVED Over/Under Goal
			Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	
'93	-004	Signs	0%	0%	0%	0%	0%	0%	0%
'94	-	No Project	-	-	-	-	-	-	-
'95	-	No Project	-	-	-	-	-	-	-
'96	-005	ARFF	0%	0%	0%	0%	0%	0%	0%
'97	-	No Project	-	-	-	-	-	-	-
'98	-006	PFC Resurfacing	0%	12.1%	0%	10.6%	10.9%	8.9%	-2.6%
'99	-	No Project	-	-	-	-	-	-	-
'00	-007	Concrete Remove&Replace	0%	4.2%	8.2%	4.2%	3.7%	10.2%	+6.5%
'01	-	No Project	-	-	-	-	-	-	-
'02	-008	Security Improvements	0%	0%	0%	0%	0%	0%	0%
'03	-009	CJ sealing\Sealcoat\Marking	0%	2.8%	27.9%	2.8%	2.8%	30.7%	+27.9%
'04	-	No Project	-	-	-	-	-	-	-
'05	-	No Project	-	-	-	-	-	-	-
'06	-010\011	Fence	0%	4.2%	0%	0%	4.2%	0%	-4.2%
'06	-010\011	Sealcoat	0%	4.2%	31.1%	4.2%	4.2%	35.3%	31.1%
'06	-010\011	Wind cone - Signs	0%	4.2%	0%	4.2%	4.2%	4.2%	0%
'07	-	No Project	-	-	-	-	-	-	-
'08	-	No Project	-	-	-	-	-	-	-
'09	-012\013	Sealcoat	12.1%	0%	9.1%	0%	12.1%	7.8%	-4.3%
'10	-	No Project	-	-	-	-	-	-	-
'11	-014	ARFF Vehicle	0%	0%	0%	0%	0%	0%	0%
'11	-015	ARFF Building	5.9%	0%	0%	0%	5.9%	0%	-5.9%
'12	-	No Project	-	-	-	-	-	-	-
'13	-016	Rehabilitate Runway 12\30	0%	0%	0%	0%	0%	0%	0%
'14	-017	Rehabilitate Runway 12\30	0%	5.3%	0%	6.72%	5.3%	6.72%	+1.42%
'15	-	No Project	-	-	-	-	-	-	-
'16	-018	Rehabilitate Taxiway\Apron	0%	0%	0%	0%	0%	0%	0%
'17	-019	Rehabilitate Runway 08\26	0%	3.35%	0%	7.2%	3.35%	7.2%	+3.85%
'18	-020	Rehabilitate Runway	0%	3.35%	0%	3.49%	3.35%	3.49%	+0.14%
'18	-021	Snow Removal Equipment	0%	0%	0%	0%	0%	0%	0%
'19	-	No Project	-	-	-	-	-	-	-
'20	-022	No Project (CARES) ▲	-	-	-	-	-	-	-
'20	-023	ARFF Equipment	0%	0%	0%	0%	0%	0%	0%
'21	-024	No Project (CRSSA) ▲	-	-	-	-	-	-	-

* Records not available

** N/A – Project less than \$250,000

■ Project under construction

▲ COVID relief grant

Using data from the table above, the Step 1 figure was adjusted. An average of the Step 1 figure (11.7%) and the median of past participation (0.0%) was calculated. This defines our Step 1 base figure, adjusted for past participation, as **5.85%**.

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

Referring again to the table above, the median 'Over\Under Achievement' is **0.0%**. This is the amount of participation we would expect in a race-neutral goal.

Ultimately, the Step 3 process leaves us with a **5.85%** adjusted program goal, with a **0.0%** race-neutral component.

PUBLIC PARTICIPATION

Consultation:

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

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

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

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

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

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

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

PUBLIC NOTICE

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

Public Notice DBE Program

The City of Alliance, NE announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **5.85%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2022 through 2024.

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

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

City of Alliance

P.O. Box D

Alliance, Nebraska 69301

OR

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

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT

Disadvantaged Business Enterprise

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

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

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

Bidder's/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

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

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

END FORM 1

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

LETTER OF INTENT

Disadvantaged Business Enterprise

Bidder/Offer

Name of Firm: _____
Firm Address: _____
Contact person: Name: _____ Phone: () _____

DBE Firm

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

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

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

Work items to be performed by DBE	Description	Quantity	Total

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

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

AFFIRMATION

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

BY: _____
(Signature) (Title)

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

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

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

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

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

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

ATTACHMENT 8
DBE Certification Application Form

State of Nebraska DBE Certification Application

The DBE Certification Application is available at the following website.

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

ATTACHMENT 9
State's UCP Agreement

State of Nebraska DBE Unified Certification Program

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

https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf

ATTACHMENT 10

Small Business Element

A. Objective (49 CFR Part 26.39)

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

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

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

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

The City of Alliance, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows that the level of participation by small businesses has decreased significantly, the City of Alliance and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average

annual gross receipts exceed \$22.41 million to better verify that only eligible firms are identified as small businesses.

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

B. Definitions

1. Small Business:

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

C. Implementation Schedule

The small business element was last reviewed on July 15, 2021 and will be reviewed concurrently to regular program updates.

D. Assurances

The City of Alliance makes the following assurances:

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

Narrative

March 1, 2022



ORDINANCE – CODE AMENDMENT TO SECTION 109-41, TITLED AG, AGRICULTURE.

Jim Todd is proposing an amendment to the rear yard setback requirement for detached accessory structures in the Ag, Agriculture zoning district.



The Alliance Planning Commission held a Public Hearing and discussion at their February 8, 2022 meeting in regards to the detached accessory structure rear yard setback requirements in the Ag zoning district.

The Planning Commission compared the setback requirements for detached accessory structures in the Ag zoning districts to those of Gering, Scottsbluff, Chadron, and Sidney. They ranged from 3' in Gering, 8' in Chadron, 12.5' in Scottsbluff, and 50' in Sidney.

The Planning Commission concluded that the 50' accessory structure setback was excessive and should be reduced. They agreed that 10 feet was sufficient as it is the side property line setback for accessory structures in the Ag district and it is within the range of comparability with other Panhandle Communities Ag zoning code rear setbacks.

Staff also proposed the addition of four land uses that are Ag related and were present in other community Ag zoning districts. They were farmer's markets, sugar beet loading/unloading, airports and airstrips, and billboards.

The Planning Commission voted to recommend the proposed amendments to Section 109-4.

RECOMMENDATION: THE APPROVAL OF THE ORDINANCE AMENDING SECTION 109-41, TITLED AG, AGRICULTURE.

ORDINANCE NO. 2935

AN ORDINANCE AMENDING SECTION 109-41 OF THE ALLIANCE MUNICIPAL CODE TO ADD TO PERMITTED USES FOR ONE-FAMILY DWELLING MOBILE HOMES; TO ADD TO CONDITIONAL USES FOR AIRPORTS, BILLBOARDS, FARMERS MARKETS, AND SUGAR BEAT LOADING FACILITIES; TO ADJUST REAR YARD ACCESSORY BUILDING SETBACKS TO 10 FEET; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 109-41. – District Ag., Agriculture is hereby amended i as follows:

“Sec. 109-41. - District Ag, Agriculture.

- (a) *Scope and intent.* The Ag, Agriculture District is intended to recognize the transition between agricultural uses of the land and the city. It encourages the continued use of that land which is suitable for agriculture and limit any land uses and lot subdivisions that may be a detriment to normal community expansion.
- (b) *Permitted use.*
 - (1) Agriculture estate dwelling site in accordance with chapter 111, division 3.
 - (2) Farm/ranch.
 - (3) Grazing of livestock as part of a farm/ranch operation.
 - (4) Municipal buildings.
 - (5) One-family dwelling, including a mobile home meeting the minimum requirements of mobile homes placed on individually owned lots.
 - (6) Public parks and recreation facilities.
 - (7) Railroad right-of-way.
 - (8) Tree farm.
- (c) *Conditional use.*
 - (1) Accessory one-family dwelling used as a residence by a person or persons directly engaged in the agricultural production of the property (bunkhouse).
 - (2) Airport and landing strip.
 - (3) Bed and breakfast.
 - (4) Billboard in accordance with chapter 111, division 19 and as allowed by state law.
 - (5) Cemetery.
 - (6) Crematory.

- (7) Farmers market.
 - (8) Garbage disposal plant.
 - (9) Golf course, clubhouse, and other uses customarily accessory thereto.
 - (10) Gun clubs, skeet shoots, or target ranges.
 - (11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.
 - (12) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.
 - (13) Kennel.
 - (14) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel or similar materials.
 - (15) Nursery.
 - (16) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.
 - (17) Riding stables and tracks.
 - (18) Recreational vehicle camping facilities.
 - (19) Sanitary landfill.
 - (20) Solar energy collector facility (commercial).
 - (21) Sugar beet loading and unloading facility.
 - (22) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.
 - (23) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.
 - (24) Veterinary clinic.
 - (25) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.
- (d) *Accessory use.*
- (1) Barn.
 - (2) Detached private garages and carports.
 - (3) Fences as permitted in chapter 111, division 7.
 - (4) Greenhouse
 - (5) Home occupation in conformance with chapter 111, division 11.
 - (5) Off-street parking and loading serving a principal use in conformance with chapter 111, division 13.

- (6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.
- (7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.
- (8) Pavilion.
- (9) Shed.
- (10) Signs as permitted in chapter 111, division 19.
- (11) Silo.
- (12) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.
- (13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a principal use limited to 60 feet in height.
- (14) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.
- (15) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.
- (16) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.

(e) *Performance standards.*

(1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
10	150	-	-	6

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft ²)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	25	10	50	-	580

Principal Building	50	25	10	50	-	-
Accessory Building	a	10	10	50	-	-

a. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Feeding restrictions.* Feedlots and confinement facilities are prohibited in the city zoning jurisdiction at any density greater than one animal unit per acre of land.”

SECTION 2. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance.

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

PASSED AND APPROVED this _____ day of _____, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm

Sec. 109-41. - District Ag, Agriculture.

- (a) *Scope and intent.* The Ag, Agriculture District is intended to recognize the transition between agricultural uses of the land and the city. It encourages the continued use of that land which is suitable for agriculture and limit any land uses and lot subdivisions that may be a detriment to normal community expansion.
- (b) *Permitted use.*
 - (1) Agriculture estate dwelling site in accordance with chapter 111, division 3.
 - (2) Farm/ranch.
 - (3) Grazing of livestock as part of a farm/ranch operation.
 - (4) Municipal buildings.
 - (5) One-family dwelling, including a mobile home meeting the minimum requirements of mobile homes placed on individually owned lots.
 - (6) Public parks and recreation facilities.
 - (7) Railroad right-of-way.
 - (8) Tree farm.
- (c) *Conditional use.*
 - (1) Accessory one-family dwelling used as a residence by a person or persons directly engaged in the agricultural production of the property (bunkhouse).
 - (2) Airport and landing strip.
 - (3) Bed and breakfast.
 - (4) Billboard in accordance with chapter 111, division 19 and as allowed by state law.
 - (5) Cemetery.
 - (6) Crematory.
 - (7) Farmers market.
 - (8) Garbage disposal plant.
 - (9) Golf course, clubhouse, and other uses customarily accessory thereto.
 - (10) Gun clubs, skeet shoots, or target ranges.
 - (11) Irrigation wells and associated buildings and equipment, customarily incidental to the principal use of the property with additional approval granted by the water superintendent.
 - (12) Junkyards, providing that no burning of waste material shall be permitted, and the entire yard shall be screened with a closed fence or wall not less than eight feet in height.
 - (13) Kennel.
 - (14) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel or similar materials.
 - (15) Nursery.
 - (16) Parking lots serving nonresidential land uses located within 300 feet of the lot housing the principal use.
 - (17) Riding stables and tracks.
 - (18) Recreational vehicle camping facilities.
 - (19) Sanitary landfill.

- (20) Solar energy collector facility (commercial).
 - (21) Sugar beet loading and unloading facility.
 - (22) Towers, telecommunications facilities, and antennas as permitted in chapter 111, division 5.
 - (23) Utilities. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the council, after report of the city planning commission, deems reasonably necessary for public convenience or welfare.
 - (24) Veterinary clinic.
 - (25) Wind-driven electric generators incidental to the principal use of the property with prior approval of the city engineer and city electric superintendent.
- (d) *Accessory use.*
- (1) Barn.
 - (2) Detached private garages and carports.
 - (3) Fences as permitted in chapter 111, division 7.
 - (4) Greenhouse
 - (5) Home occupation in conformance with chapter 111, division 11.
 - (5) Off-street parking and loading serving a principal use in conformance with chapter 111, division 13.
 - (6) One trailer, camper, motor home, or boat, incidental to and on the same lot as a principal use, but only if the trailer, camper, motor home, or boat is not intended for habitation while it is on the lot, subject to the setback provisions in section 111-444.
 - (7) Open area devoted to decorative paving, swimming pools, tennis courts, and other similar uses, located on the same lot as the principal use.
 - (8) Pavilion.
 - (9) Shed.
 - (10) Signs as permitted in chapter 111, division 19.
 - (11) Silo.
 - (12) Solar energy collector incidental to the principal or accessory use of the property in accordance with chapter 111, division 21.
 - (13) Television, radio receiving and transmitting equipment, and satellite earth station antennas accessory to a principal use limited to 60 feet in height.
 - (14) Temporary buildings and uses incidental to construction work which shall be removed upon completion or abandonment of the work.
 - (15) Temporary conduct of a real estate sales office which is necessary and incidental to, and located on the site of, a subdivision being developed into five or more lots.
 - (16) Temporary construction, grading, and demolition activities which are necessary and incidental to the development of facilities on the same lot, or on another of several lots being developed at the same time.
- (e) *Performance standards.*
- (1) *General requirements.*

Minimum Lot Size (acres)	Minimum Lot Width (feet)	Maximum Lot Coverage (%)	Maximum Structure Height (feet)	Minimum Building Separation (feet)
10	150	-	-	6

(2) *Setback and size regulations.*

Use	Setbacks (feet)				Required Front Building Line	Minimum Dwelling Size on Ground Floor (ft ²)
	Front	Rear	Side	Side Street		
One-Family Dwelling	50	25	10	50	-	580
Principal Building	50	25	10	50	-	-
Accessory Building	a	10	10	50	-	-

a. Fifty feet or the building line of the dwelling/principal building, whichever is greater.

(3) See chapter 111, article II for additional height and setback regulations and exceptions.

(f) *Feeding restrictions.* Feedlots and confinement facilities are prohibited in the city zoning jurisdiction at any density greater than one animal unit per acre of land.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Sec. 111-282. - Carport.

No residential detached carport may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18'.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.
- (3) A structure with more than two walls shall be considered a private garage and must follow the guidelines for private garage construction.
- (4) Metal carports must meet the following requirements:
 - a. Shall be constructed to withstand prescribed wind and snow loads.
 - b. Shall be constructed on a concrete pad.
 - c. Shall have footings the same as all other buildings or mobile home type tie downs.
 - d. Shall be constructed in the rear yard except in mobile home park zoning districts. In mobile home park zoning districts they may be constructed in the side yard but in front of the mobile home and they must meet all other setback requirements.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Sec. 111-283. - Private garage.

No residential detached private garage may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18'.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.
- (3) Quonset huts shall not be permitted except in R-R, Rural Residential zoning districts.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Sec. 111-284. - Storage building.

No residential storage building may be built or constructed except those in conformance with the following restrictions:

- (1) One storage building may be constructed or placed on a lot serving a principal use.
- (2) Storage buildings requiring construction permits must comply the requirements in section 111-283.
- (3) May not have a door more than six feet wide. Storage buildings with doors greater than six feet wide shall be considered a private garage.
- (4) Storage buildings that are exempt from construction permits by the building code must obtain a zoning permit to ensure that setback, height, and other zoning requirements are met.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Narrative

March 1, 2022



ORDINANCE – CODE AMENDMENT TO CHAPTER 111, DIVISION 15, TITLED RESIDENTIAL DETACHED STRUCTURES.

The Alliance Planning Commission held a Public Hearing and discussion at their February 8, 2022 meeting about the residential detached structure requirements. These include detached accessory buildings such as private garages, carports, and storage buildings associated with the residential use of property. The Commission discussed three topics and then proposed code amendments to address the issues as they saw them.



The first topic for discussion was the height requirement for detached structures. Code currently limits the height of a detached structure to the measured height of the house. This was found to limit the ability of residents of flat roofed or low-pitched roofed houses to build a garage of usable size. The Planning Commission compared the codes of Gering, Scottsbluff, Sidney, and Chadron. Scottsbluff, Sidney, and Gering allow a maximum height of detached structures of 18' regardless of the height of the house. Chadron limits them to 20'. The Planning Commission recommended a maximum height of 18' regardless of the height of the house.

The second topic discussion was the ability for people in mobile home parks to build metal carports. The code requires metal carports be constructed in rear yards. Mobile home park lots are typically much smaller than single-family residential lots and they do not have a rear yard to build in. The Planning Commission recommended allowing metal carports in side yards in mobile home park zoning districts provided they are placed no closer to the front property line than the mobile home itself.

The third topic for discussion was to eliminate the redundant statement that accessory buildings must be built and maintained according to the adopted building and property maintenance codes. The adopted codes already state that permits are required for detached structures, which means building and maintenance code requirements must be followed. The redundant statements are not necessary and the Planning Commission recommended they be removed.

RECOMMENDATION: THE APPROVAL OF THE ORDINANCE AMENDING CHAPTER 111, DIVISION 15 TITLED RESIDENTIAL DETACHED STRUCTURES.

ORDINANCE NO. 2936

AN ORDINANCE AMENDING SECTION 111-282 OF THE ALLIANCE MUNICIPAL CODE TO ALLOW CARPORTS IN MOBILE HOME DISTRICTS; AMENDING SECTION 111-283 TO ADJUST FOR MAXIMUM HEIGHTS OF PRIVATE GARAGES; AMENDING SECTION 111-284 TO ELIMINATE THE DUPLICATE REFERENCE TO BUILDING PERMITS; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 111-282. – Carport is hereby amended as follows:

“Sec. 111-282. - Carport.

No residential detached carport may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18’.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.
- (3) A structure with more than two walls shall be considered a private garage and must follow the guidelines for private garage construction.
- (4) Metal, fiberglass, and all other mobile or constructible carports must meet the following requirements:
 - a. Shall be constructed to withstand prescribed wind and snow loads.
 - b. Shall be constructed on a concrete pad.
 - c. Shall have footings the same as all other buildings or mobile home type tie downs.
 - d. Shall be constructed in the rear yard except in mobile home park zoning districts. In mobile home park zoning districts they may be constructed in the side yard but in front of the mobile home and they must meet all other setback requirements.”

SECTION 2. The City Code, at Section 111-283. – Private Garage is hereby amended as follows:

“Sec. 111-283. - Private garage.

No residential detached private garage may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18’.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side

street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.

(3) Quonset huts shall not be permitted except in R-R, Rural Residential zoning districts.”

SECTION 3. The City Code, at Section 111-284. – Storage building is hereby amended as follows:

“Sec. 111-284. - Storage building.

No residential storage building may be built or constructed except those in conformance with the following restrictions:

- (1) One storage building may be constructed or placed on a lot serving a principal use.
- (2) Storage buildings requiring construction permits must comply the requirements in section 111-283.
- (3) May not have a door more than six feet wide, or together two adjacent doors may not be more than six feet wide. Storage buildings with doors greater than six feet wide shall be considered a private garage.
- (4) Storage buildings that are exempt from construction permits by the building code must obtain a zoning permit to ensure that setback, height, and other zoning requirements are met.”

SECTION 4. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm

Sec. 111-282. - Carport.

No residential detached carport may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18'.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.
- (3) A structure with more than two walls shall be considered a private garage and must follow the guidelines for private garage construction.
- (4) Metal carports must meet the following requirements:
 - a. Shall be constructed to withstand prescribed wind and snow loads.
 - b. Shall be constructed on a concrete pad.
 - c. Shall have footings the same as all other buildings or mobile home type tie downs.
 - d. Shall be constructed in the rear yard except in mobile home park zoning districts. In mobile home park zoning districts they may be constructed in the side yard but in front of the mobile home and they must meet all other setback requirements.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Sec. 111-283. - Private garage.

No residential detached private garage may be built or constructed except those in conformance with the following restrictions:

- (1) May not be taller than 18'.
- (2) The color of the street and/or side street side of the structure must match or be similar to the color of the principal structure if placed within 100 feet of a street lot line or side street lot line; however, the necessity to match color will not be required if concealed behind the principal structure.
- (3) Quonset huts shall not be permitted except in R-R, Rural Residential zoning districts.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

Sec. 111-284. - Storage building.

No residential storage building may be built or constructed except those in conformance with the following restrictions:

- (1) One storage building may be constructed or placed on a lot serving a principal use.
- (2) Storage buildings requiring construction permits must comply the requirements in section 111-283.
- (3) May not have a door more than six feet wide. Storage buildings with doors greater than six feet wide shall be considered a private garage.
- (4) Storage buildings that are exempt from construction permits by the building code must obtain a zoning permit to ensure that setback, height, and other zoning requirements are met.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)



PERFORMANCE EVALUATION

EMPLOYEE: Tarrah S. Johnson		DATE: 3/1/2022	Employee Number: 608
DEPARTMENT: Administration	JOB TITLE: City Clerk		Pay Grade/Step: 107-4
CHECK ONE: ☒ SCHEDULED EVALUATION ☐ PROMOTION ☐ OTHER:			
<u>Date of Initial Hire:</u> April 1, 2012			
<u>Date Employee Began Current Position:</u> March 21, 2020			
<u>Date of Last Review:</u> April 6, 2021			

TRAINING:

- Achieve Your Objectives through Effective Delegation
- Creating a Positive Attitude
- First Time Manager: Understanding a Manager's Role
- Interpersonal Communication: Being Approachable
- Interviewing: Doing it Right
- Management Essentials: Confronting Difficult Employee Behavior
- Managing Effective Business Meetings
- Optimizing Your Work/Life Balance
- Performance Appraisal Essentials
- Framing Problems and How to Solve Effectively
- Effective Leadership Communication Strategies
- Strategies for Resolving Workplace Conflict
- Workplace Security Awareness
- International Institute of Municipal Clerks Academy. Currently working towards my Master Municipal Clerk Designation.
- Certified Public Manager Program through the University of Nebraska Omaha – Graduation date of December 8, 2022.

RESPONSIBILITIES

City Clerk Duties:

Serves as custodian of official City records and public documents; performs certification and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, and contracts, easements, deeds, bonds or other documents requiring city certification; catalogs and files all city records.

Attends regular and special city council meetings; oversees or performs an accurate recording of the proceedings, preparation of the minutes, recording, indexing and filing for the public record; distributes information as requested.

Prepares reports for Council Meetings as directed; prepares surveys and other reports as directed; prepares and distributes agendas, materials, minutes and records of meetings. Files ordinances and resolutions of the council and oversees the codification of ordinances into the municipal code; ensures accurate up-to-day filing of City ordinances, agreements, resolutions and minutes of City Council, commissions, and committees.

Prepares and advertises meeting agendas, bid and other advertisements, and legal notices of public hearings and special meetings; administers oath of office to public officials; serves as a notary public; accepts legal claims served on the City. Provides leadership and direction in the development of short and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations.

Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the public regarding department activities and services; responds to public or other inquiries relative to department policies and procedures; evaluates issues and options regarding the department and makes decisions or recommendations.

In addition to City Council, also acts as the support staff for the Economic Development Plan Application Review Committee; Economic Development Plan Citizen Advisory Board; and Community Redevelopment Authority by attending regular and special meetings; oversees or performs an accurate recording of the proceedings, preparation of the minutes, recording, indexing and filing for the public record; distributes information as requested. Prepares reports for as directed; prepares surveys and other reports as directed; prepares and distributes agendas, materials, minutes and records of meetings. Prepares and advertises meeting agendas, bid and other advertisements, and legal notices of public hearings and special meetings

Manages the Alliance Cemetery by selling, transferring, and purchasing back cemetery plots; coordinate opening and closing of gravesites; collects all fees; updates the kiosk at the cemetery on a quarterly basis, obtain all official records.

Administers Liquor Licenses, Special Designated Liquor License; Tobacco Licenses, and Peddler Permits; file required reports with the Nebraska Liquor Control Commission and the Department of Health and Human Services.

Organize the annual Employee Appreciation Banquet; send holiday cards to members of all city appointed boards on behalf of Council.

Additional Duties:

Plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; implements disciplinary action as necessary; reviews progress and directs changes as needed. Coordinates schedules with other administration offices to ensure coverage of the office and telephones during business hours.

Nebraska Municipal Power Pool Member's Council Alternate Representative – Attends conferences and meeting in the absent of the City Manager.

Nebraska Cooperative Government Lottery Audit Clerk – Posts agendas, notices, distributes minutes and other correspondence, sign off on quarterly reports of keno winnings, completes application and work with businesses interested in obtaining a Lottery License.

Provides support staff to the Safety Committee. Prepares employee accidents reports for review; provide follow-up to reports; review and modify the safety manual as needed; file documents for permanent record.

Liaison for the Employee Activity Committee. Plan and organize Public Service Recognition Week Appreciation Luncheon, fall family picnics, other employee events, "Sunshine" deliveries to employees that have experienced an event addressed in the guidelines.

President of the Panhandle Clerks Association. Schedule and organize meetings for all Clerk's within the Panhandle Clerks Association. Represents Panhandle Clerks Association at the IIMC Annual Meeting.

Serves as the Risk Manager for the City. Receives all property damage, auto damage and bodily injury claims against the City. Manages the collection of evidence related to a claim for use in insurance investigations or in case preparations for legal proceedings.

Works directly with the City's insurance broker in regards to policy changes, renewals, and bids for services. Identifies the City's property loss exposures and recommends and procures appropriate levels of property and

liability insurance or risk retention; establishes the City's insurance and indemnification provisions; reviews City contracts, special events, bids and other related documents for risk and liability purposes and approves insurance certificates with required policy limits.

OVERALL CONFIDENCE RATING: ☐ Highest ☐ High ☐ Satisfactory ☐ Concerned ☐ No Confidence

Instructions: Employee performance should be evaluated using the following rating scales. Documentation should be provided in each category which refers to specific performance examples:

(O) Outstanding - Employee consistently demonstrates high level of initiative and exceeds performance objectives.

(A) Above Average - Employee performs duties better than expected and generally exceeds performance objectives.

(S) Satisfactory - Employee meets the performance standards of the position.

(N) Needs Improvement - Employee performance does not continually meet acceptable standards.

(U) Unacceptable - Employee needs to make immediate improvement in performance.

DEPENDABILITY - Employee can be relied upon to complete assigned tasks, and is conscientious about their attendance and timeliness

Overall Rating:

Comments:

PRODUCTIVITY - (Quantitative) The employee demonstrates a commitment toward achieving results. Tasks are completed efficiently and effectively.

Overall Rating:

Comments:

QUALITY OF WORK - Employee completes duties in a thorough, professional and accurate manner that is in compliance with governing regulations.

Overall Rating:

Comments:

ATTITUDE - Employee shows interest in work duties, voluntary efforts to improve, follows rules and regulations of the City and seeks to achieve departmental goals.

Overall Rating:

Comments:

RELATIONSHIP WITH PUBLIC - Employee has a positive working relationship with citizens and vendors. Promptly and accurately addresses public inquiries.

Overall Rating:

Comments:

RELATIONSHIP WITH CO-WORKERS - Ability to interact with fellow employees & supervisors to achieve goals. Accepts direction from supervisors.

Overall Rating

Comments:

APPEARANCE - Dresses appropriately for position.

Overall Rating:

Comments:

HOUSEKEEPING - Keeps office and working area organized and well kept.

Overall Rating:

Comments:

Action Plan (if any):

Major strong points are:

Challenge areas for improvement (if necessary):

Any goals and/or objectives for the next evaluation period?

Additional Comments:

CITY COUNCILMAN'S SIGNATURE:

DATE: