Alliance
Nebraska
Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
January 4, 2022 - 7:00 p.m.
AGENDA

- **Call to Order**
- **Roll Call**
- **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.
- **Invocation and Pledge of Allegiance**

A. Consent Calendar

Approval of Minutes, Payroll and Claims
Cemetery Certificate Issuance
Capital Budget Transfers for Vehicle Repairs
Resolution No. 22-01 – AVFD SDL Application Approval
Resolution No. 22-02 – Prairie Sky Seed Amended Economic Development Agreement

B. Proclamation

Catholic Schools Week January 30 – February 5, 2022

C. Public Hearing - Agriculture Estate Dwelling Site Application
Ordinance No. 2933 – First Reading

Now is the date, time and place to conduct a public hearing on the Agriculture Estate Dwelling Site Application from Roger Schnell. Ordinance No. 2933 is before Council on first reading and will approve the application.

D. Resolution No. 22-03 – Police Patrol Vehicles Purchases

Resolution No. 22-03 authorizes the purchase of three used patrol vehicles from the Torrington Police Department in the amount of $17,150 to be utilized in the Alliance Police Department.

E. Resolution No. 22-04 – Engineering Services Approval for the Alliance Learning Center HVAC System

Resolution No. 22-04 approves the Engineering Service Agreement with Prochaska & Associates and Engineering Technologies for the replacement of the HVAC system at the Alliance Learning Center.

- **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 – January 4, 2022

1. Approval: Minutes of the Regular Meeting, December 21, 2021.

2. Approval: Payroll Costs for December 30, 2021: $228,179.33.

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; $969,282.14.

4. Approval: Issuance of a Cemetery Certificate to David Schroth and Elizabeth Schroth for Lots Forty-one (41) and Forty-two (42), Section Three (3), Block Twenty-one (21), Alliance Cemetery Forth Addition.

5. Approval: Capital Budget Transfers from Capital Outlay – Buildings to Vehicle Parts, Maintenance and Repairs to cover repair costs to the City of Alliance vehicles that sustained damage from the July 9, 2021 hail storm.

6. Approval: Resolution No. 22-01 recommending approval of the AVFD Special Designated Liquor License Application to the Nebraska Liquor Control Commission for an event on February 4, 2022.

7. Approval: Resolution No. 22-02 approving the Amended Economic Development Agreement with Prairie Sky Seed, Inc.

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 Regular Meeting on Tuesday, December 21, 2021 at 7:00 p.m. Present were Council Members Mischnick, Bentley, and McGhehey.

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

1. Excused Mayor Dafney and Councilman Jones from the meeting. Ayes: All. Motion carried.

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

3. Passed Resolution No. 21-132 approving the purchase of a LED light structure system in the amount of $103,000 to be placed at the 8th Street tennis courts. Ayes: All. Motion carried.

Meeting adjourned at 7:03 p.m.

Brian Mischnick, Vice Mayor

(SEAL)

Kelly Keller, Administrative Secretary

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.

December 21, 2021

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, DECEMBER 21, 2021

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

The Alliance City Council met in a Regular Meeting, December 21, 2021, 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 December 15, 2021. 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.

Vice Mayor Mischnick opened the December 21, 2021 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Vice Mayor Mischnick, Council Members, Bentley and McGhehey. Also present were City Manager Sorenson, Finance Director Waggener, Administrative Secretary Keller, and City Attorney Hoesing.

- Vice Mayor Mischnick read the Open Meetings Act Announcement.

- The first action for Council was to excuse Mayor Dafney and Councilman Jones. A motion was made by Vice Mayor Mischnick and seconded by Councilman Bentley to excuse Mayor Dafney and Councilman Jones.

Roll call vote with the following results:

Voting Aye: Mischnick, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

- The Consent Calendar was the first item on the agenda. A motion was made by Councilman Bentley and seconded by Councilman McGhehey to approve the Consent Calendar as follows:

CONSENT CALENDAR – DECEMBER 21, 2021

December 21, 2021

1. Approval: Minutes of the Regular Meeting, December 7, 2021.

2. Approval: Payroll Costs for December 17, 2021: $241,771.89.

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; $1,735,259.62.

4. Approval: Issuance of a Cemetery Certificate to Chelsie Tasso and Shae Finkey for Lot 1, Section 5, Block 20, Third Addition to the Alliance Cemetery.

5. Approval: Capital Budget Transfer in the amount of $10,900 to replace the current warehouse doors at the Alliance Utility Facility.

6. Approval: Resolution No. 21-130 will renew the janitorial contracts for the Alliance Airport, SkyView Golf Course, Knight Museum & Sandhills Center, and Alliance Learning Center.

7. Approval: Resolution No. 21-131 will award the 2022 Landscape Maintenance Bid Award to All Seasons Landscape Maintenance and Design.

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: Mischnick, Bentley and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 21-132 which will approve the purchase of a LED light-structure system with a player activation push button control system in the amount of $103,000 to be placed at the 8th Street tennis courts. The following information was provided:

  [Staff is recommending the replacement of the existing lighting at the 8th Street Tennis courts with a Musco light-structure system. This purchase will be made through Sourcewell Contract # 071619-MSL. Musco lights are currently used at Big Blue Bay and at Bower Ballfield because they are extremely reliable and have

needed very little maintenance. In addition, the use of the same lighting systems streamlines warehouse needs. After installation, necessary replacement parts will be interchangeable between the three facilities. Staff plans to continue to replace aging lights with Musco systems moving forward.

This purchase will include a Musco LED light-structure system with a player activated pushbutton control system with strobe to provide on/off control. In an effort to save costs, city staff plans to complete as much of the installation as possible in house. The electric department has experience as they completed the install of the Musco lights at Bower Baseball Field. The advantage with this project is that the poles are significantly shorter, the challenge is that access on the west side is limited. After several conference calls with the manufacturer, staff believes that the City has the equipment necessary to get foundations and poles in place as well as some trenching and other installation tasks.

Staff is recommending that this purchase be made before the end of the year because Musco anticipates a price increase after January 1, 2022. If council approves the purchase, the lighting system will be ordered and scheduled for delivery in early spring.]

A motion was made by Councilman McGhehey seconded by Councilman Bentley to approve Resolution No. 21-132 which follows in its entirety:

RESOLUTION NO. 21-132

WHEREAS, The City of Alliance owns and operates the outdoor courts located at 8th Street and Sweetwater Avenue; and

WHEREAS, Rehabilitation of the courts has been included as part of the 2021-22 Capital Improvement Projects; and

WHEREAS, a new lighting has been included in the renovation project; and

WHEREAS, Cultural and Leisure Services Director Brown has reviewed contracts on Sourcewell and recommends the purchase of a Musco Lighting System in the amount of $103,000; and

WHEREAS, The Mayor and City Council deemed it to be in the best interest of the City to accept the contract from Musco for a new lighting system as part of the 8th Street and Sweetwater Avenue Tennis Court Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, that the Mayor is authorized to accept the contract with Musco for a new light system at the 8th Street and Sweetwater Avenue as part of the Tennis Court Rehabilitation Project.

Roll call vote with the following results:

Voting Aye: Mischnick, Bentley and McGhehey.

Voting Nay: None.

Motion carried.

There being no further business before Council, Vice Mayor Mischnick adjourned the meeting at 7:03 p.m.

Brian Mischnick, Vice Mayor

(SEAL)

Kelly Keller, Recording Secretary

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **12/30/2021**

GROSS PAYROLL (GET FROM SINGLE LINE SUMMARY REPORT)			$ 201,859.70
EMPLOYER COSTS (GET FROM BENEFITS REGISTER REPORT)			
FICA	$ 11,883.45		
MEDICARE	$ 2,972.74		
POLICE PENSION - PRINCIPAL	$ 2,523.54		
FIRE PENSION - PRINCIPAL	$ 1,351.76		
GENERAL PENSION - PRINCIPAL	$ 7,265.05		
ICMA CITY MANAGER PENSION	$ 323.09		
H S A SANDHILLS STATE BANK			
HEALTH/LIFE INSURANCE - HEALTH FUND			
TOTAL BENEFITS		$ 26,319.63	
TOTAL PAYROLL COSTS			**$ 228,179.33**

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	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
General Fund					
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration		City Administration	
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	148969	12/15/2021	30.42	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration		City Administration	
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	148970	12/15/2021	8.76	
01-11-11-45-511 Office Supplies	General Fund	City Administration		City Administration	
SPECTRA ASSOCIATES	MINUTE BOOKS	41073-D	12/06/2021	447.50	
01-11-11-45-513 Copy Machine Supplies	General Fund	City Administration		City Administration	
COPIER CONNECTION, INC.	COPIER CONTRACT	14729	12/02/2021	267.12	
Total City Administration:				753.80	
Total City Administration:				753.80	
01-31-31-43-373 Contract Custodial Services	General Fund	Police Administration		Police Department	
HP CLEANING AND SEWING	ANNEX CONTRACT CLEANING	242334	12/14/2021	100.00	
01-31-31-44-421 Membership Dues	General Fund	Police Administration		Police Department	
I A C P - MEMBERSHIP	LT ANNUAL DUES	0207054	12/01/2021	190.00	
01-31-31-44-444 Natural Gas	General Fund	Police Administration		Police Department	
BLACK HILLS ENERGY	POLICE ANNEX ACCT# 8845963160	148975	12/20/2021	55.85	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration		Police Department	
JACK'S REFRIGERATION INC	PREVENTATIVE MAINTENANCE AP	60952	12/16/2021	81.00	
01-31-31-45-512 Computer Supplies	General Fund	Police Administration		Police Department	
FIRSTBANK CARD	ADOBE CREATIVE CLOUD	LUKENS 12/21	12/02/2021	22.46	12/22/2021
01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Administration		Police Department	
WESTCO	APD FUEL	148990	12/22/2021	290.45	
Total Police Administration:				739.76	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations		Police Department	
CITY OF ALLIANCE	MUSEUM CATERING FEE	13198	12/16/2021	940.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	LODGING - SHERLOCK	FELKER 12/21	12/02/2021	704.64	12/22/2021
01-31-32-43-373 Contract Custodial Services	General Fund	Police Operations		Police Department	
HP CLEANING AND SEWING	CONTRACT CLEANING	242334	12/14/2021	858.32	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations		Police Department	
RED BEARD GARAGE	APD TOWS INVOICE 5427	5427	12/20/2021	225.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations		Police Department	
RED BEARD GARAGE	APD TOWS INVOICE 5428	5428	12/20/2021	175.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations		Police Department	
RED BEARD GARAGE	APD TOWS INVOICE 5426	5426	12/20/2021	225.00	
01-31-32-44-436 Mail, Delivery Services	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	POSTAGE - EVIDENCE MAILING	LADUKE 12/21	12/02/2021	15.60	12/27/2021
01-31-32-44-441 Electricity	General Fund	Police Operations		Police Department	
COA UTILITIES	ELECTRIC	104394	12/21/2021	28.56	12/29/2021
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations		Police Department	
WESTCO	TIRES	148990	12/22/2021	1,218.68	
01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Police Operations		Police Department	
WESTCO	Tire Repair	148990	12/22/2021	32.00	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
FARM PLAN	PET BED	51930881	12/14/2021	16.99	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
FARM PLAN	HEATED PET BOWL	51915668	11/05/2021	19.99	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
THE ANIMAL CENTER	K9 CARE/SUPPLIES	94184	12/03/2021	103.98	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
THE ANIMAL CENTER	ZUES SURGERY - LACERATION	94188	12/14/2021	449.40	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
THE ANIMAL CENTER	ZUES SURGERY - LACERATION - F	94492	12/16/2021	44.20	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations		Police Department	
THE ANIMAL CENTER	ZUES SURGERY - LACERATION - F	94592	12/21/2021	281.84	
01-31-32-45-531 Uniforms	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	LAW ENFORCEMENT HAT	FELKER 12/21	12/02/2021	116.95	12/22/2021
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	LIGHTS	LADUKE 12/21	12/02/2021	32.10	12/27/2021
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	CAMERA, HEADSETS, SD CARDS &	LUKENS 12/21	12/02/2021	850.94	12/22/2021
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	MEMO BOOKS	LADUKE 12/21	12/02/2021	14.87	12/27/2021
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations		Police Department	
CARTER'S HOME HARDWARE & AP	KEY	12265/1	12/13/2021	3.98	
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations		Police Department	
FIRSTBANK CARD	FUEL	LADUKE 12/21	12/02/2021	48.17	12/27/2021
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations		Police Department	
WESTCO	APD FUEL	148990	12/22/2021	2,005.59	
Total Police Operations:				8,411.80	
01-31-33-44-421 Membership Dues	General Fund	Police Support Services		Police Department	
APCO INTERNATIONAL, INC.	2022 DUES	820159	12/07/2021	345.00	
01-31-33-44-436 Mail, Delivery Services	General Fund	Police Support Services		Police Department	
FIRSTBANK CARD	POSTAGE - EVIDENCE MAILING	FELKER 12/21	12/02/2021	22.40	12/22/2021
01-31-33-44-484 NRCNTSVC-Communication Equi	General Fund	Police Support Services		Police Department	
NE SAFETY & FIRE EQUIPMENT IN	ALARM SERVICE CALL	59606	12/07/2021	405.80	
Total Police Support Services:				773.20	
01-31-34-44-441 Electricity	General Fund	Animal Control		Police Department	
COA UTILITIES	ELECTRIC	104394	12/21/2021	348.23	12/29/2021
01-31-34-44-442 Water-Sewer	General Fund	Animal Control		Police Department	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	15.66	12/29/2021
01-31-34-44-443 Refuse	General Fund	Animal Control		Police Department	
COA UTILITIES	REFUSE	104394	12/21/2021	19.13	12/29/2021
01-31-34-44-483 NRCNTSVC-Building Public Wrks	General Fund	Animal Control		Police Department	
JACK'S REFRIGERATION INC	PREVENTATIVE MAINTENANCE ANI	60953	12/16/2021	81.00	
01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Animal Control		Police Department	
WESTCO	APD FUEL	148990	12/22/2021	219.16	
Total Animal Control:				683.18	
Total Police Department:				10,607.94	
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting		Fire Department	
ALLIANCE RURAL FIRE PROT DIST	CERTIFICATION FEES	148983	12/16/2021	256.23	
01-37-37-44-441 Electricity	General Fund	Firefighting		Fire Department	
COA UTILITIES	ELECTRIC	104394	12/21/2021	540.55	12/29/2021
01-37-37-44-442 Water-Sewer	General Fund	Firefighting		Fire Department	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	29.80	12/29/2021
01-37-37-44-443 Refuse	General Fund	Firefighting		Fire Department	
COA UTILITIES	REFUSE	104394	12/21/2021	14.35	12/29/2021

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
01-37-37-44-444 Natural Gas	General Fund	Firefighting		Fire Department	
BLACK HILLS ENERGY	FIREHALL ACCT# 2290865237	148975	12/20/2021	295.37	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting		Fire Department	
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175004	017500412152	12/15/2021	54.81	
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting		Fire Department	
IDEAL LINEN INC	Cleaning Supplies	11100866	12/23/2021	37.24	
01-37-37-44-483 NRCNTSVC-Building Public Wrks	General Fund	Firefighting		Fire Department	
PRO OVERHEAD DOOR CO INC	TENSION SPRINGS, WALL BUTTON	2810	12/20/2021	291.33	
01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Firefighting		Fire Department	
WESTCO	FUEL	148987	12/28/2021	49.09	
Total Firefighting:				1,568.77	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance		Fire Department	
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	111408	12/27/2021	6.14	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance		Fire Department	
BOX BUTTE GENERAL HOSPITAL	SUPPLIES	111329	12/20/2021	44.40	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance		Fire Department	
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	111377	12/22/2021	167.61	
01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Ambulance		Fire Department	
WESTCO	FUEL	148987	12/28/2021	33.39	
Total Ambulance:				251.54	
Total Fire Department:				1,820.31	
01-41-44-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Facility Maintenance		Public Works	
COVER-JONES MOTOR COMPANY	#500 SERVICE	40758	12/16/2021	48.13	
01-41-44-45-531 Uniforms	General Fund	Facility Maintenance		Public Works	
ERIC GOSNELL	UNIFORM - GOSNELL	148979	12/17/2021	96.30	
01-41-44-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Facility Maintenance		Public Works	
WESTCO	FUEL	148987	12/28/2021	65.22	
Total Facility Maintenance:				209.65	
01-41-46-44-441 Electricity	General Fund	Municipal Building		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	2,152.91	12/29/2021
01-41-46-44-442 Water-Sewer	General Fund	Municipal Building		Public Works	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	9.15	12/29/2021
01-41-46-44-443 Refuse	General Fund	Municipal Building		Public Works	
COA UTILITIES	REFUSE	104394	12/21/2021	19.13	12/29/2021
01-41-46-44-444 Natural Gas	General Fund	Municipal Building		Public Works	
BLACK HILLS ENERGY	CITY HALL ACCT# 8314203634	148975	12/20/2021	287.87	
01-41-46-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Municipal Building		Public Works	
COVER-JONES MOTOR COMPANY	#2001 SERVICE	40554	12/02/2021	400.00	
01-41-46-44-483 NRCNTSVC-Building Public Wrks	General Fund	Municipal Building		Public Works	
LONG BUILDING TECHNOLOGIES I	BOILER MAINENANCE	SRVCE012396	12/07/2021	500.00	
01-41-46-45-556 Parts-Vehicle, Mach, Equip	General Fund	Municipal Building		Public Works	
COVER-JONES MOTOR COMPANY	#2001 SERVICE	40554	12/02/2021	189.95	
01-41-46-45-563 Cleaning Supplies	General Fund	Municipal Building		Public Works	
IDEAL LINEN INC	CLEANING SUPPLIES	11100099	12/20/2021	120.59	
Total Municipal Building:				3,679.60	
Total Public Works:				3,889.25	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
01-71-71-44-441 Electricity	General Fund	Parks		Cultural and Leisure	
COA UTILITIES	ELECTRIC	104394	12/21/2021	729.76	12/29/2021
01-71-71-44-442 Water-Sewer	General Fund	Parks		Cultural and Leisure	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	5,914.17	12/29/2021
01-71-71-44-443 Refuse	General Fund	Parks		Cultural and Leisure	
COA UTILITIES	REFUSE	104394	12/21/2021	48.70	12/29/2021
01-71-71-44-444 Natural Gas	General Fund	Parks		Cultural and Leisure	
BLACK HILLS ENERGY	PARKS ACCT# 8650163780	148975	12/20/2021	389.04	
01-71-71-44-444 Natural Gas	General Fund	Parks		Cultural and Leisure	
BLACK HILLS ENERGY	FLEET (PARKS) ACCT# 8514754093	148975	12/20/2021	298.43	
01-71-71-44-444 Natural Gas	General Fund	Parks		Cultural and Leisure	
BLACK HILLS ENERGY	SHELTER HOUSE ACCT# 43030966	148975	12/20/2021	113.61	
01-71-71-44-444 Natural Gas	General Fund	Parks		Cultural and Leisure	
BLACK HILLS ENERGY	BOTANNICAL GARDENS ACCT# 152	148975	12/20/2021	420.57	
Total Parks:				7,914.28	
01-71-72-44-444 Natural Gas	General Fund	Senior Center		Cultural and Leisure	
BLACK HILLS ENERGY	SENIOR CTR ACCT# 8177773640	148975	12/20/2021	113.86	
Total Senior Center:				113.86	
01-71-74-44-479 CNTSVC Other	General Fund	Cemetery		Cultural and Leisure	
PALMER MONUMENT COMPANY	INSTALL NEW BASE UNDER MONU	148982	11/11/2021	2,862.00	
Total Cemetery:				2,862.00	
01-71-75-44-444 Natural Gas	General Fund	Swimming Pool		Cultural and Leisure	
BLACK HILLS ENERGY	POOL ACCT# 4332196321	148975	12/20/2021	30.25	
Total Swimming Pool:				30.25	
01-71-76-45-561 Bldg Maintenance Material	General Fund	Knight Museum		Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	12328/1	12/16/2021	5.49	
01-71-76-45-563 Cleaning Supplies	General Fund	Knight Museum		Cultural and Leisure	
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11099844	12/16/2021	41.12	
Total Knight Museum:				46.61	
01-71-77-44-423 Database Subscriptions	General Fund	Library		Cultural and Leisure	
OVERDRIVE INC	overdrive titles	01419DA21345	08/31/2021	27.50	
01-71-77-44-444 Natural Gas	General Fund	Library		Cultural and Leisure	
BLACK HILLS ENERGY	LIBRARY ACCT# 8075256061	148975	12/20/2021	877.57	
01-71-77-45-526 Other Supplies	General Fund	Library		Cultural and Leisure	
AMAZON.COM LLC	PUBLIC PHONE CHARGERS AND KI	148974	12/09/2021	86.43	
01-71-77-45-561 Bldg Maintenance Material	General Fund	Library		Cultural and Leisure	
HILL TOP ELECTRIC INC	REPLACE BALLIST IN OUTDOOR LI	21665	12/14/2021	750.50	
01-71-77-45-561 Bldg Maintenance Material	General Fund	Library		Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	BATTERIES	12241/1	12/10/2021	7.99	
01-71-77-46-521 Books	General Fund	Library		Cultural and Leisure	
AMAZON.COM LLC	BOOKS	148972	12/02/2021	365.72	
01-71-77-46-521 Books	General Fund	Library		Cultural and Leisure	
AMAZON.COM LLC	BOOKS	148973	12/10/2021	428.06	
Total Library:				2,543.77	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
01-71-78-45-561 Bldg Maintenance Material	General Fund	Sallows Museum		Cultural and Leisure	
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	248942	12/20/2021	24.99	
01-71-78-45-561 Bldg Maintenance Material	General Fund	Sallows Museum		Cultural and Leisure	
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	12342/1	12/17/2021	36.99	
Total Sallows Museum:				61.98	
Total Cultural and Leisure Services:				13,572.75	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing		Culture and Leisure	
ALLIANCE CHAMBER OF COMMER	TOURISM - HOTEL BOOKS	17573	12/20/2021	112.50	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing		Culture and Leisure	
FLAGSHIP PUBLISHING INC	CO LIFE AD	25058	12/16/2021	400.00	
Total Marketing:				512.50	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge		Culture and Leisure	
REGATTA APPAREL GROUP	550 HOODED SWEATSHIRTS	1394	11/18/2021	8,931.11	
Total Carhenge:				8,931.11	
Total Culture and Leisure Services:				9,443.61	
Total General Fund:				40,087.66	
Electric Fund					
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	CABLE CLEAN CRC 02069	923345673	12/08/2021	126.34	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LED DUSK TO DAWN SECURITY LI	923388225	12/15/2021	1,984.42	
05-0000-07710 Merchandise Inventory	Electric Fund				
CONTRACTORS MATERIALS INC	TOOLS	242103	12/10/2021	55.90	
05-0000-07710 Merchandise Inventory	Electric Fund				
CRESCENT ELECTRIC SUPPLY CO.	Bulb, 400W HPS Clr	S509816772.0	12/14/2021	112.56	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	441647	12/14/2021	203.90	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CLEANING SUPPLIES	441372	12/14/2021	42.24	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	12" Anchor, rods and double eyes	S012663587.0	12/01/2021	529.65	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Sun Tech ELL124 Photo Control	S012756108.0	12/08/2021	794.48	
Total :				3,849.49	
Total :				3,849.49	
05-51-50-44-441 Electricity	Electric Fund	Administration		Utility Superintenden	
COA UTILITIES	ELECTRIC	104394	12/21/2021	301.30	12/29/2021
05-51-50-44-444 Natural Gas	Electric Fund	Administration		Utility Superintenden	
BLACK HILLS ENERGY	PUBLIC WORKS ANNEX ACCT# 709	148975	12/20/2021	206.35	
05-51-50-59-915 Capital Outlay-Buildings	Electric Fund	Administration		Utility Superintenden	
FULLER CONSTRUCTION CO INC	Alliance Public Works New Building	148981	12/15/2021	178,411.36	
Total Administration:				178,919.01	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
05-51-51-45-526 Other Supplies	Electric Fund	Generation		Utility Superintenden	
LAWSON PRODUCTS INC	PARTS	9309077669	12/08/2021	270.05	
05-51-51-45-552 Diesel Fuel	Electric Fund	Generation		Utility Superintenden	
WESTCO	Diesel fuel for generators	148988	12/22/2021	14,994.00	
Total Generation:				15,264.05	
05-51-52-44-491 NRCNTSVC-Sub Stations Mtc	Electric Fund	Transmission		Utility Superintenden	
BARCO MUNICIPAL PRODUCTS INC	Signs for Subs	IN-242294	12/13/2021	420.00	
05-51-52-44-491 NRCNTSVC-Sub Stations Mtc	Electric Fund	Transmission		Utility Superintenden	
BARCO MUNICIPAL PRODUCTS INC	SIGNS FOR SUBS	IN-242294	12/13/2021	27.22	
Total Transmission:				447.22	
05-51-53-44-442 Sewer	Electric Fund	Urban Distribution		Utility Superintenden	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	2.84	12/29/2021
05-51-53-44-464 PMCNTSVC-Vehicle Repair	Electric Fund	Urban Distribution		Utility Superintenden	
HEARTLAND DIESEL	DIESEL	3293	12/14/2021	280.97	
05-51-53-44-464 PMCNTSVC-Vehicle Repair	Electric Fund	Urban Distribution		Utility Superintenden	
HEARTLAND DIESEL	DIESEL	3289	12/10/2021	313.72	
05-51-53-45-526 Other Supplies	Electric Fund	Urban Distribution		Utility Superintenden	
CONTRACTORS MATERIALS INC	RED WIRE FLAGS	242030	12/10/2021	700.00	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution		Utility Superintenden	
CARTER'S HOME HARDWARE & AP	WATER	12471/1	12/22/2021	78.75	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution		Utility Superintenden	
BERNIES ACE HARDWARE	PARTS	248829	12/16/2021	20.00	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution		Utility Superintenden	
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	6717530	12/20/2021	4.70	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution		Utility Superintenden	
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	6717518	12/20/2021	10.26	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution		Utility Superintenden	
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	6711610	12/15/2021	18.51	
05-51-53-46-653 Electric Meters	Electric Fund	Urban Distribution		Utility Superintenden	
BORDER STATES ELECTRIC SUPPL	ELECTRIC METERS	823362521	12/10/2021	996.49	
Total Urban Distribution:				2,426.24	
Total Utility Superintendent:				197,056.52	
Total Electric Fund:				200,906.01	
Refuse Fund					
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection		Public Works	
STEVE'S LITE TRUCK INC	EQUIP REPAIR	48598	12/17/2021	289.28	
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection		Public Works	
STEVE'S LITE TRUCK INC	EQUIP REPAIR	48598	12/17/2021	271.81	
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection		Public Works	
KAISER CONCESSIONS	TIRE REPAIR	741238	12/21/2021	36.00	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection		Public Works	
WESTCO	FUEL	148987	12/28/2021	422.16	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection		Public Works	
WESTCO	FUEL	148988	12/22/2021	1,195.04	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection		Public Works	
WESTCO	FUEL	148988	12/22/2021	1,683.50	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection		Public Works	
FARM PLAN	PARTS	1914037	11/01/2021	3.99	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
Total Refuse Collection:				3,901.78	
Total Public Works:				3,901.78	
06-51-55-43-331 Professional Engineering Svcs	Refuse Fund	Refuse Disposal		Public Works	
BAKER & ASSOCIATES, INC.	LANDFILL BALER REPLACEMENT	30819	12/22/2021	1,420.00	
06-51-55-43-383 Water Testing Services	Refuse Fund	Refuse Disposal		Public Works	
SCS AQUATERRA	2022 GROUNDWATER MONITORIN	0421451	11/30/2021	717.10	
06-51-55-44-426 Operating Permits	Refuse Fund	Refuse Disposal		Public Works	
SCS AQUATERRA	MSW Title 132 Permit Renewal. Profe	0422035	11/30/2021	4,952.75	
06-51-55-44-441 Electricity	Refuse Fund	Refuse Disposal		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	893.38	12/29/2021
06-51-55-44-442 Water-Sewer	Refuse Fund	Refuse Disposal		Public Works	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	8.46	12/29/2021
06-51-55-44-444 Natural Gas	Refuse Fund	Refuse Disposal		Public Works	
BLACK HILLS ENERGY	LANDFILL ACCT# 7095590391	148975	12/20/2021	1,023.54	
06-51-55-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Disposal		Public Works	
KAISER CONCESSIONS	TIRE REPAIR	741121	11/23/2021	20.00	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
MURPHY TRACTOR	REPAIRS AND SERVICE	1729328	12/09/2021	1,158.45	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
MURPHY TRACTOR	EQUIP REPAIR	1733604	12/17/2021	192.62	
06-51-55-45-511 Office Supplies	Refuse Fund	Refuse Disposal		Public Works	
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116157-001	12/20/2021	99.72	
06-51-55-45-512 Computer Supplies	Refuse Fund	Refuse Disposal		Public Works	
NEBRASKA TOTAL OFFICE	COMPUTER SUPPLIES	0116208-001	12/23/2021	11.50	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal		Public Works	
IDEAL LINEN INC	UNIFORMS	11099835	12/16/2021	52.82	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal		Public Works	
IDEAL LINEN INC	UNIFORMS	11100846	12/23/2021	52.82	
06-51-55-45-534 Safety Commodities	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	WATER	12471/1	12/22/2021	52.50	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
FIRSTBANK CARD	MAGNET FOR NAILS ON ROADS	FANKHAUSER	12/02/2021	759.99	12/21/2021
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
FIRSTBANK CARD	TIRE GAUGE	FANKHAUSER	12/02/2021	9.62	12/21/2021
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	TOOLS/EQUIP	12267/1	12/13/2021	14.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	TOOLS/EQUIP	12264/1	12/13/2021	14.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	TOOLS/EQUIP	12333/1	12/17/2021	6.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	TOOLS/EQUIP	12196/1	12/08/2021	1.49	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal		Public Works	
WESTCO	FUEL	148987	12/28/2021	72.07	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	LOADER MAINTENANCE	P83677	12/14/2021	11.35	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	PARTS	P83660	12/14/2021	480.48	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	PARTS	P83865	12/22/2021	48.96	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	PARTS	P83666	12/14/2021	51.28	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	PARTS	51931178	12/15/2021	41.67	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
FARM PLAN	PARTS	51930810	12/14/2021	13.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12356/1	12/18/2021	13.98	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12376/1	12/20/2021	5.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12306/1	12/15/2021	29.98	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12481/1	12/23/2021	29.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12428/1	12/21/2021	15.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12307/1	12/15/2021	14.99-	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12289/1	12/14/2021	9.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12276/1	12/14/2021	13.47	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal		Public Works	
DARREN'S CARQUEST AUTO PART	WIRE TIE, ELECTRIC TAPE	2723-417321	12/15/2021	26.53	
Total Refuse Disposal:				12,314.46	
Total Public Works:				12,314.46	
Total Refuse Fund:				16,216.24	
Sewer Fund					
07-52-58-43-379 Other Contract Operating Svcs	Sewer Fund	Sewer		Public Works	
BUD'S PEST CONTROL	SEWER PEST CONTROL	4332	12/03/2021	40.00	
07-52-58-44-441 Electricity	Sewer Fund	Sewer		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	1,763.72	12/29/2021
07-52-58-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Sewer Fund	Sewer		Public Works	
WESTCO	TIRE REPAIR	148988	12/22/2021	16.00	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer		Public Works	
FARM PLAN	SMALL TOOLS/EQUIP	51931518	12/16/2021	14.99	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer		Public Works	
FARM PLAN	SMALL TOOLS/EQUIP	1924919	11/29/2021	25.99	
07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Sewer Fund	Sewer		Public Works	
WESTCO	FUEL	148987	12/28/2021	285.20	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer		Public Works	
BERNIES ACE HARDWARE	PARTS	248518	12/13/2021	9.18	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer		Public Works	
BORDER STATES ELECTRIC SUPPL	Eaton Timing Relay	923388223	12/15/2021	171.94	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer		Public Works	
MACQUEEN EQUIPMENT LLC	PARTS	P08439	12/08/2021	142.45	
Total Sewer:				2,469.47	
Total Public Works:				2,469.47	
Total Sewer Fund:				2,469.47	
Water Fund					
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment		Public Works	
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	547375	12/14/2021	124.00	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment		Public Works	
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	546645	12/14/2021	64.00	
08-52-51-44-441 Electricity	Water Fund	Water Treatment		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	13,961.36	12/29/2021
08-52-51-44-483 NRCNTSVC-Building Public Wrks	Water Fund	Water Treatment		Public Works	
BUD'S PEST CONTROL	WATER PEST CONTROL	4332	12/03/2021	64.20	
08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Water Fund	Water Treatment		Public Works	
WESTCO	FUEL	148987	12/28/2021	55.57	
08-52-51-45-561 Bldg Maintenance Material	Water Fund	Water Treatment		Public Works	
WESTCO	FITTINGS	148988	12/22/2021	4.82	
08-52-51-45-561 Bldg Maintenance Material	Water Fund	Water Treatment		Public Works	
WESTCO	FITTINGS	148988	12/22/2021	34.72	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment		Public Works	
HAWKINS INC	CHEMICAL	6081035	12/08/2021	3,035.19	
Total Water Treatment:				17,343.86	
08-52-52-43-335 Other Technical Services	Water Fund	Distribution		Public Works	
HILL TOP ELECTRIC INC	PRE SOAK FLOW SENSOR	21668	12/17/2021	120.00	
08-52-52-43-335 Other Technical Services	Water Fund	Distribution		Public Works	
HILL TOP ELECTRIC INC	BURNHAM WELL - VALVE	21659	12/16/2021	80.00	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution		Public Works	
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	546645	12/14/2021	105.00	
08-52-52-44-441 Electricity	Water Fund	Distribution		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	330.32	12/29/2021
08-52-52-44-442 Water-Sewer	Water Fund	Distribution		Public Works	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	4.82	12/29/2021
08-52-52-44-443 Refuse	Water Fund	Distribution		Public Works	
COA UTILITIES	REFUSE	104394	12/21/2021	19.13	12/29/2021
08-52-52-45-526 Other Supplies	Water Fund	Distribution		Public Works	
CONTRACTORS MATERIALS INC	BLUE WIRE FLAGS	242031	12/10/2021	700.00	
08-52-52-45-526 Other Supplies	Water Fund	Distribution		Public Works	
CARTER'S HOME HARDWARE & AP	KEYS	12185/1	12/08/2021	11.94	
08-52-52-45-526 Other Supplies	Water Fund	Distribution		Public Works	
CARTER'S HOME HARDWARE & AP	KEYS	12198/1	12/08/2021	11.94	
08-52-52-45-534 Safety Commodities	Water Fund	Distribution		Public Works	
CARTER'S HOME HARDWARE & AP	WATER	12471/1	12/22/2021	78.75	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution		Public Works	
BERNIES ACE HARDWARE	PARTS	248633	12/14/2021	49.13	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution		Public Works	
BERNIES ACE HARDWARE	PARTS	249225	12/23/2021	8.54	
Total Distribution:				1,519.57	
Total Public Works:				18,863.43	
Total Water Fund:				18,863.43	
Golf Course					
21-71-75-44-441 Electricity	Golf Course	Golf Course		Cultural and Leisure	
COA UTILITIES	ELECTRIC	104394	12/21/2021	1,548.86	12/29/2021
21-71-75-44-442 Water-Sewer	Golf Course	Golf Course		Cultural and Leisure	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	247.90	12/29/2021
21-71-75-44-443 Refuse	Golf Course	Golf Course		Cultural and Leisure	
COA UTILITIES	REFUSE	104394	12/21/2021	190.26	12/29/2021
21-71-75-44-444 Natural Gas	Golf Course	Golf Course		Cultural and Leisure	
BLACK HILLS ENERGY	GOLF ACCT# 8588264838	148975	12/20/2021	160.40	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / 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	148975	12/20/2021	38.52	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course		Cultural and Leisure	
STURDEVANT'S AUTO PARTS	PARTS	34-670023	12/17/2021	11.98	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course		Cultural and Leisure	
VW GOLF INC	WRAPS	59573	12/14/2021	80.12	
Total Golf Course:				2,278.04	
Total Cultural and Leisure Services:				2,278.04	
Total Golf Course:				2,278.04	
Airport					
22-41-43-43-373 Contract Custodial Services	Airport	Airport Operations		Airport	
L & J CLEANING INC	CLEANING AIRPORT TERMINAL	1567	12/01/2021	622.30	
22-41-43-44-421 Membership Dues	Airport	Airport Operations		Airport	
NE ASSN OF AIRPORT OFFICIALS	MEMBERSHIP DUES	148981	12/16/2021	300.00	
22-41-43-44-441 Electricity	Airport	Airport Operations		Airport	
COA UTILITIES	ELECTRIC	104394	12/21/2021	3,237.70	12/29/2021
22-41-43-44-442 Water-Sewer	Airport	Airport Operations		Airport	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	30.29	12/29/2021
22-41-43-44-443 Refuse	Airport	Airport Operations		Airport	
H & H SANITATION & RECYCLING	Refuse Collection, Airport	40595	12/23/2021	45.50	
22-41-43-44-444 Natural Gas	Airport	Airport Operations		Airport	
BLACK HILLS ENERGY	2690 CR 57 WEATHER ACCT# 91776	148975	12/20/2021	105.54	
22-41-43-44-444 Natural Gas	Airport	Airport Operations		Airport	
BLACK HILLS ENERGY	AIRPORT ADMIN ACCT# 986221100	148975	12/20/2021	34.51	
22-41-43-44-444 Natural Gas	Airport	Airport Operations		Airport	
BLACK HILLS ENERGY	AIRPORT CTR BLDG ACCT# 692062	148975	12/20/2021	294.64	
22-41-43-44-479 CNTSVC Other	Airport	Airport Operations		Airport	
IDEAL LINEN INC	RUGS	11100095	12/20/2021	39.77	
22-41-43-45-511 Office Supplies	Airport	Airport Operations		Airport	
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116104-001	12/16/2021	7.99	
22-41-43-45-511 Office Supplies	Airport	Airport Operations		Airport	
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0116154-001	12/20/2021	38.71	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations		Airport	
CARTER'S HOME HARDWARE & AP	PARTS	12315/1	12/16/2021	29.99	
22-41-43-45-561 Bldg Maintenance Material	Airport	Airport Operations		Airport	
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	248781	12/16/2021	48.99	
22-41-43-45-561 Bldg Maintenance Material	Airport	Airport Operations		Airport	
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	248716	12/15/2021	163.96	
22-41-43-59-915 Capital Outlay-Buildings	Airport	Airport Operations		Airport	
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	249105	12/22/2021	12.00	
Total Airport Operations:				5,011.89	
Total Airport:				5,011.89	
Total Airport:				5,011.89	
Public Transit Fund					
23-72-71-45-511 Office Supplies	Public Transit Fund	Transit - Administration		Public Works	
CARTER'S HOME HARDWARE & AP	WATER	12471/1	12/22/2021	52.50	
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration		Public Works	
CARTER'S HOME HARDWARE & AP	PARTS	12341/1	12/17/2021	8.99	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
Total Transit - Administration:				61.49	
Total Public Works:				61.49	
Total Public Transit Fund:				61.49	
Street Fund					
24-41-41-43-331 Professional Engineering Svcs	Street Fund	Streets		Public Works	
MAINELLI WAGNER & ASSOCIATES	BRIDGE INSPECTION	148986	12/13/2021	1,828.00	
24-41-41-44-441 Electricity	Street Fund	Streets		Public Works	
COA UTILITIES	ELECTRIC	104394	12/21/2021	338.98	12/29/2021
24-41-41-44-442 Water-Sewer	Street Fund	Streets		Public Works	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	9.15	12/29/2021
24-41-41-44-443 Refuse	Street Fund	Streets		Public Works	
COA UTILITIES	REFUSE	104394	12/21/2021	95.13	12/29/2021
24-41-41-44-444 Natural Gas	Street Fund	Streets		Public Works	
BLACK HILLS ENERGY	STREET GARAGE ACCT# 83166747	148975	12/20/2021	1,044.00	
24-41-41-44-482 NRCNTSVC-Vehicle Repair Mtc	Street Fund	Streets		Public Works	
STEVE'S LITE TRUCK INC	904 SERVICE	48578	11/23/2021	504.78	
24-41-41-45-534 Safety Commodities	Street Fund	Streets		Public Works	
CARTER'S HOME HARDWARE & AP	WATER	12471/1	12/22/2021	52.50	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets		Public Works	
WESTCO	FUEL	148987	12/28/2021	236.66	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets		Public Works	
ALLIANCE TRACTOR & IMPLEMENT	REPAIR TO LOADER	575810R	11/19/2021	310.39	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets		Public Works	
FARM PLAN	PARTS	1921777	11/22/2021	39.99	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets		Public Works	
FARM PLAN	PARTS	51931361	12/15/2021	8.99	
24-41-41-51-932 3rd Street - Howard to Elkhorn	Street Fund	Streets		Public Works	
NEBRASKA DEPARTMENT OF TRA	CODY AVE EAST PHASE 2	0645427	12/14/2021	409,278.98	
Total Streets:				413,747.55	
Total Public Works:				413,747.55	
Total Street Fund:				413,747.55	
Capital Projects Fund					
41-71-71-59-970 Capital Outlay - Other Improv	Capital Projects Fun	Parks		Cultural & Leasure	
M.C. SCHAFF & ASSOCIATES INC	TENNIS COURT REHAB	0000021379	12/13/2021	4,637.50	
41-71-71-59-970 Capital Outlay - Other Improv	Capital Projects Fun	Parks		Cultural & Leasure	
M.C. SCHAFF & ASSOCIATES INC	MURRAY SOFTBALL FIELD	0000021379	12/13/2021	4,991.25	
41-71-71-59-970 Capital Outlay - Other Improv	Capital Projects Fun	Parks		Cultural & Leasure	
K. L. WOOD & COMPANY LLC	PHASE TWO OF SOFTBALL COMPL	148980	12/20/2021	14,058.48	
Total Parks:				23,687.23	
Total Cultural & Leasure:				23,687.23	
Total Capital Projects Fund:				23,687.23	
Adminstration Internal Service					
51-13-13-42-298 Recognition Program	Adminstration Intern	Personnel		Personnel	
WEST SIDE EVENT CENTER	ANNUAL DINNER	59682	12/06/2021	5,107.00	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel		Personnel	
BOX BUTTE GENERAL HOSPITAL	DRUG TESTING	34606-0030	09/26/2021	56.00	
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel		Personnel	
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	39738-0079	09/02/2021	96.00	
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel		Personnel	
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	46970-0041	09/13/2021	96.00	
Total Personnel:				5,355.00	
Total Personnel:				5,355.00	
51-17-17-44-451 Telephone Line Expense	Adminstration Intern	MIS		Technology	
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175004	017500412152	12/15/2021	15.64	
Total MIS:				15.64	
Total Technology:				15.64	
51-21-21-44-431 Legal, Public Notices	Adminstration Intern	Accounting		Finance	
ALLIANCE TIMES HERALD	CITY CLAIMS	148971	12/15/2021	47.42	
Total Accounting:				47.42	
Total Finance:				47.42	
Total Adminstration Internal Service:				5,418.06	
Enterprise Internal Service					
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S	Utility Customer Service		Finance	
POSTMASTER	ANNUAL MAINTENANCE	148985	12/20/2021	800.00	
Total Utility Customer Service:				800.00	
Total Finance:				800.00	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
IDEAL LINEN INC	CLEANING SUPPLIES	11100091	12/20/2021	56.57	
55-51-56-44-441 Electricity	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
COA UTILITIES	ELECTRIC	104394	12/21/2021	3,553.21	12/29/2021
55-51-56-44-442 Water-Sewer	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
COA UTILITIES	WATER / SEWER	104394	12/21/2021	20.48	12/29/2021
55-51-56-44-443 Refuse	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
COA UTILITIES	REFUSE	104394	12/21/2021	114.26	12/29/2021
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
R & J INDUSTRIES PLUS INC	DOOR REPLACEMENT	2914	12/07/2021	10,900.00	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	4332	12/03/2021	100.00	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
HOTSY EQUIPMENT	CAP VALVE	319547	12/16/2021	37.93	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
GARY'S GRAPHICS	VINYL DECALS	10112	12/13/2021	16.00	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
NEBRASKA TOTAL OFFICE	Office Supplies	0116182-001	12/21/2021	15.25	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
QUILL CORPORATION	OFFICE SUPPLIES	21406160	12/03/2021	210.46	
55-51-56-45-511 Office Supplies	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
CARTER'S HOME HARDWARE & AP	DOOR WEDGE	12185/1	12/08/2021	3.49	

GL Account and Title / Vendor Name	Segment Fund / Description	Segment Under Dept / Invoice Number	Invoice Date	Segment Department / Net Invoice Amount	Date Paid
55-51-56-45-534 Safety Commodities	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
CONTRACTORS MATERIALS INC	LENS CLEANER	242103	12/10/2021	15.00	
55-51-56-45-561 Bldg Maintenance Material	Enterprise Internal S	Warehouse		Utiltiy Superintenden	
BORDER STATES ELECTRIC SUPPL	Outside security light	923310828	12/02/2021	176.56	
Total Warehouse:				15,219.21	
Total Utiltiy Superintendent:				15,219.21	
Total Enterprise Internal Service:				16,019.21	
Health Care Internal Service					
57-81-81-42-281 Specific Premium	Health Care Internal	Health Support		Personnel	
AIRMEDCARE NETWORK	CENSUS SLOTS	17782-1117202	11/17/2021	6,500.00	12/27/2021
57-81-81-42-287 Employee Claims	Health Care Internal	Health Support		Personnel	
REGIONAL CARE, INC.	HEALTH CLAIMS	122221-HC	12/22/2021	218,015.86	12/23/2021
Total Health Support:				224,515.86	
Total Personnel:				224,515.86	
Total Health Care Internal Service:				224,515.86	
Grand Totals:				969,282.14	

Dated: ____

Mayor: ____

City Manager: ____

City Finance Director: ____

Report Criteria:

Invoices with totals above $0 included.

Paid and unpaid invoices included.

Purchasing Card

Employee Name	David LaDuke	Employee Number	685
Expense Purpose	Credit Card Statement	Daily Meal Limit	$ -
Fund	01 General	Report Start Date	11/1/2021

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance Nebraska

Total Meals	-
Total Lodging	-
Total Mileage	-

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

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
11/13/2021	Westco - Alliance		01-31-32-45-551	48.17

POSTED

Total Miscellaneous Travel: 48.17

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/15/2021	USPS Alliance - Mail Evidence	01-31-32-44-436	15.60
11/22/2021	Dollar General - Alliance - lights	01-31-32-45-544	32.10
11/29/2021	Nebraska Total Office - Memo Book	01-31-32-45-544	14.87

Total Miscellaneous: 62.57

Travel Advance: -

Card No. = 735004

Total Purchasing Card: $ 110.74

Comments

Employee Signature		Date	12/27/21
	David LaDuke		
Supervisor Approval		Date	12/27/21

Finance Office Use Only:

Comments OK

Receipts ☒

Signed

Date 12/27/21

Purchasing Card

Employee Name	Kirk Felker	Employee Number	270
Expense Purpose	Credit Card Statement	Daily Meal Limit	$ -
Fund	01 General	Report Start Date	11/17/2021

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance Nebraska

Total Meals	-
Total Lodging	-
Total Mileage	-

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

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

POSTED

Total Miscellaneous Travel: -

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/17/2021	US Post Office - Alliance	01-31-33-44-436	11.20
11/18/2021	Bayly Inc. - Law Enforcement Hat	01-31-32-45-531	116.95
11/23/2021	Holiday Inn Express - 107 SRO Course Hotel for Jan. 2022	01-31-32-42-294	704.64
12/1/2021	US Post Office - Alliance	01-31-33-44-436	11.20

Total Miscellaneous	843.99
Travel Advance	-

Card No. = 704197

Total Purchasing Card $ 843.99

Comments

Employee Signature	#110 Kirk Felker	Date	12/20/21
Supervisor Approval		Date	12/20/21

Finance Office Use Only:

Comments OK

Receipts ☒

Signed

Date 12/22/21

Purchasing Card

Employee Name	Phil Lukens	Employee Number	0
Expense Purpose	Credit Card Statement	Daily Meal Limit	$ 56.00
Fund	01 General	Report Start Date	11/1/2021

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance Nebraska

Total Meals	-
Total Lodging	-
Total Mileage	-

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

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

POSTED

Total Miscellaneous Travel -

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
12/1/2021	Adobe Inc - Creative Cloud	01-31-31-45-512	22.46
11/9/2021	Amazon - Cameras and Headsets	01-31-32-45-544	774.61
11/17/2021	Amazon - SD cards	01-31-32-45-544	61.68
11/17/2021	Amazon - Stereo Adaptor	01-31-32-45-544	14.65

Total Miscellaneous 873.40

Travel Advance -

Card No. = 363814 **Total Purchasing Card $ 873.40**

Comments

Employee Signature Date 12/21/21

Phil Lukens

Supervisor Approval Date 12/22/21

Finance Office Use Only:

Comments OK

Receipts ☒

Signed

Date 12/22/21

RECEIVED DEC 1 7 2021

Purchasing Card

Employee Name	Clint Fankhauser	Employee Number	269
Expense Purpose	Purchasing card	Daily Meal Limit	$ -
Fund	06 Refuse	Report Start Date	1/0/1900

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance Nebraska

Total Meals	-
Total Lodging	-
Total Mileage	-

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

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

POSTED

Total Miscellaneous Travel -

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/10/2021	NOR NORTHERN TOOL-NAIL PICKER UPER	06-51-55-45-544	759.99
11/19/2021	AMAZON-TIRE GAGE FOR TRUCKS	06-51-55-45-544	9.62

Total Miscellaneous 769.61

Travel Advance -

Card No. = 093440 **Total Purchasing Card $ 769.61**

Comments

Employee Signature: [signature] Date:

Clint Fankhauser

Supervisor Approval: [signature] Date: 12-17-21

Finance Office Use Only:

Comments: OK

Receipts ☒

Signed: [signature]

Date: 12/17/21

CITY OF ALLIANCE

Budget Transfer

Alliance Nebraska

☐ Operating ☑ Capital

Reason for Transfer/ Resolution No.:

Transfer budget authority for vehicle repair from approved building repair budget.

Account Name	Account Number	Amount of Transfer (Hundreds of Dollars)	Amended Budget
From Account (s):			
Capital Outlay - Buildings	22-41-43-59-915	-$30,500	$1,873,300.00
To Account (s):			
NRCNTSVC-Vehicle, Equip Repair	07-52-58-44-482	$9,000	$11,500.00
NRCNTSVC-Vehicle, Equip Repair	08-52-52-44-482	$9,500	$10,500.00
NRCNTSVC-Vehicle, Equip Repair	23-72-71-44-482	$12,000	$24,000.00

Requested by Randy R Waggener **Date** 12/29/2021

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.

Randy R Waggener
City Finance Director

City Manager

INTERNAL USE

Date Transfer Completed ____________

Transfer Completed By ____________

Reference#

Revised 6/24/2013

CITY OF ALLIANCE

Budget Transfer

☐ Operating ☑ Capital

Reason for Transfer/ Resolution No.:

Transfer budget authority for vehicle repair from approved building repair budget.

Account Name	Account Number	Amount of Transfer (Hundreds of Dollars)	Amended Budget
From Account (s):			
Capital Outlay - Buildings	01-41-46-59-915	-$36,500	$2,101,300.00
To Account (s):			
Parts - Vehicle, Mach, Equipment	01-61-60-45-556	$1,000	$2,000.00
NRCNTSVC-Vehicle, Equip Repair	01-71-71-44-482	$5,500	$10,500.00
NRCNTSVC-Vehicle, Equip Repair	01-31-32-44-482	$30,000	$37,500.00

Requested by Randy R Waggener **Date** 12/29/2021

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.

Randy RWaggener

City Finance Director

City Manager

INTERNAL USE

Date Transfer Completed ______________

Transfer Completed By ______________

Reference#

Revised 6/24/2013

RESOLUTION NO. 22-01

WHEREAS, The City Clerk has received an application of the Alliance Volunteer Fire Department, Inc. for a special designated license pursuant to the Nebraska Liquor Control Act; and

WHEREAS, Said act requires the approval of applications by the local governing body prior to such a license being issued by the Nebraska Liquor Control Commission; and

WHEREAS, The application appears to be complete and meet the statutory requirements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Application for Special Designated License of the Alliance Volunteer Fire Department, Inc. for February 4, 2022 is hereby approved for the premises described in the application, and the City Clerk shall inform the applicant of the approval of the application, and the Clerk shall deliver the license issued by said Commission to the permittee upon receipt of the required fees.

PASSED AND APPROVED this 4th day of January, 2022.

____
Mike Dafney, Mayor

(SEAL)

Attest: ____________________________
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

____
Simmons Olsen Law Office, Legal Counsel

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Alliance Volunteer Fire Department, Inc.
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

315 Cheyenne Avenue, Alliance, NE 69301
Retail Liquor License Address or Non-Profit Business Address

46-0518594
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only **Event Date(s):**	2/4/2022					
Event Start Time(s):	1700					
Event End Time(s):	2300					

Alternate Date: ______

Alternate Location Building & Address: ______

Event Building Name: Alliance Area Fire/Emergency Center

Event Street Address/City: 315 Cheyenne Avenue, Alliance NE 69301

Indoor area to be licensed in length & width: 100 X 400

Outdoor area to be licensed in length & width: _____ X _____ **(Diagram Form #109 must be attached)**

Type of Event: Fundraiser **Estimate # of attendees:** 150

Type of alcohol to be served: **Beer** X **Wine** ______ **Distilled Spirits** X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: David Meggison **Event Contact Phone Number:** 719-322-8936

Event Contact Email: davidmeggison@gmail.com

***Signature Authorized Representative:** ______________ **Printed Name** ______________

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of ______________ **OR County of** ______________ **approves the issuance of a Special Designated License as requested above.** **(Only one should be written above)**

______________________ ______________
Local Governing Body Authorized Signature **Date**

Narrative
January 4, 2022

RESOLUTION – AMENDED ECONOMIC DEVELOPMENT AGREEMENT WITH PRAIRIE SKY SEED, INC.

Prairie Sky Seed, Inc. was granted assistance in 2014 in the form of a Non-Forgivable Loan and a Forgivable Loan. The Forgivable Loan was in the amount of $50,000 and the Non-Forgivable Loan was in the amount of $75,000.

The Non-Forgivable Loan was payable annually in 10 installments ending in 2024, and the Applicant has made all installment payments under that Note. Three annual payments remain due, with the next payment due in January 2022.

The Forgivable Loan was structured to be completely earned through forecasted job credits over five years. 5 FTEs per year were forecasted, at $2,000 per FTE. 2019 was the last year of earning job credits against the Forgivable Loan under the original EDA Agreement, and a balance as of the end of 2019 was $36,800. In the spring of 2020, City staff approached the economic development program application review committee regarding an extension of the term for job credits, and the economic development program application review committee unanimously recommended an extension. In preparing for the upcoming audit, City staff noticed that an amendment had not been approved by City Council in the midst of other COVID-19 program agreement modifications, and one is needed to memorialize the staff and committee's recommendation. The Amendment to the EDA Agreement is therefore presented to Council for approval, retroactive to January 1, 2020.

The amendment also includes COVID-19 accommodations recommended by the committee, which accommodations were similarly provided to other applicants of the program. Namely, decreased hours for full-time job credits in 2020 and a waiver of interest accrual for 90 days in 2020 during the initial business shut-down.

As a backdrop, Prairie Sky successfully refinanced in 2016 with assistance of the City. Personal guarantees of all shareholders have remained in place, as has collateral in the form of a deed of trust and a blanket security interest on personal property assets. The Applicant has overcome some financial management and ownership difficulties, and has continued to operate as a viable going concern for Box Butte County.

Likewise, due to the successful nature of the Non-Forgivable Loan and the continued operation of the Applicant, staff believes that a City extension of the job credit term for a period of 5 years (to coincide with the Non-Forgivable Loan) is in the bests of the program and the City. Extending the Forgivable Loan will assist the Applicant in continuing its operation and will help protect the City with the continued performance of the Non-Forgivable Loan. City staff and the committee also recommend awarding job credits for any owners that receive a salary or wage for their services in operating the company. The approach would assist the Applicant in earning more credits over the second five years and reduce any potential deficiency at the end of 2024.

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING THE AMENDED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ALLIANCE AND PRAIRIE SKY SEED, INC.

RESOLUTION NO. 22-02

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

WHEREAS, The Board of the City of Alliance approved an Economic Development Plan which has been adopted by the City Council, pursuant to the authority of the Nebraska Revised Statutes § 18-2701 through § 18-2739;

WHEREAS, the City Manager is the Program Administrator under the Economic Development Plan, with authority to administer the Economic Development Plan and the assistance provided thereunder;

WHEREAS, similar to bank loan deferments, deferrals, and forbearances, the Program Administrator has provided COVID-19 accommodations for the coronavirus pandemic, and the economic downturn associated therewith; and

WHEREAS, the COVID-19 accommodations have been provided to the entire assistance portfolio of the Economic Development Plan, where applicable, and each assistance package in that portfolio has received the same or similar COVID-19 accommodations, including waiver of interest from April 1 to July 1, 2020, deferment of payments due during April 1 through July 1, 2020, and proration of job credits to accommodate for the economic downturn during April 1 through July 1, 2020; and

WHEREAS, the Program Administrator has discussed the COVID-19 accommodations with the Economic Development Application Review Committee at its meeting on April 14, 2020, which Committee was in favor of extending such COVID-19 accommodations; and

WHEREAS, Prairie Sky Seed, Inc. has accepted the COVID-19 accommodations, and agreed to an amendment to the Economic Development Assistance Agreement for the COVID-19 accommodations; and

WHEREAS, Prairie Sky Seed, Inc. has requested and the City has granted the request to extend the term of earning job credits under the Economic Development Assistance Agreement and include owners operating the business as eligible full time employees;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Amendment to the Economic Development Assistance Agreement pursuant to the COVID-19 accommodations provided by the Program Administrator of the Economic Development Plan, and the request for job credit amendments and extension of the job credit term, is hereby approved, including any and all modifications to Notes, Guaranties, or collateral agreements thereto.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute on behalf of the City the Amendment to the Amended Economic Development Assistance Agreement between the City of Alliance, Nebraska and Prairie Sky Seed, Inc.

BE IT FURTHER RESOLVED, the Amended Economic Development Agreement shall be retroactive to January 1, 2020.

PASSED AND APPROVED this 4th day of January, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: ______________________________

Tarrah Johnson, City Clerk

Approved as to Form and Legality:

____

Simmons Olsen Law Firm, City Attorney

AMENDMENT TO
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Amendment to the Economic Development Assistance Agreement (this "Amendment") is made effective January 1, 2020, between the City of Alliance, Nebraska (the "City") and Prairie Sky Seed, Inc. (the "Applicant").

Recitals:

a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska Local Option Municipal Economic Development Act;

b. The City and the Applicant entered into an Economic Development Assistance Agreement (the "EDA Agreement"), which provided for job credits over five years, from 2015 through 2019 and which provided for a repayable loan over ten years from 2015 through 2024;

c. The City has extended, through approval of the Administrator of the Program (the "Administrator") and the City Economic Development Application Review Committee (the "Committee"), a recommendation to provide adjustments to the EDA Agreement intended to address business difficulties and the economic down-turn related to the COVID-19 pandemic. The adjustments are set forth in this Amendment.

d. Additionally, the Applicant did not earn all job credits anticipated by the end of 2019 and desires to extend the term of the job credits for an additional five years, from 2020 through 2024, in consort with the ten-year term of the repayable loan. The Administrator and the Committee have reviewed request of the Applicant and recommend to the City Council (the "Council") that an extension of the job credit term be awarded to the Applicant. The City Council has approved the Committee's recommendation and the City has agreed to extend the job credit term; and

e. In order to document the extension of the job credit term and the adjustment related to the COVID-19 pandemic, the parties have determined to execute this Amendment. Accordingly, the parties enter into this Amendment under the terms and conditions below.

Amendment:

1. Job Credit Extension Term:

a. The Applicant shall continue to earn Job Credits (as defined in the EDA Agreement) to be applied against the balance of the Forgivable Loan (as defined in the EDA Agreement) during the Term (as defined below), which balance was $36,800 as of December 31, 2019 (the "Balance").

b. The effective date for the extension of Job Credits under this Amendment shall be January 1, 2020 (the "Job Credit Extension Date").

c. The Term under this Amendment shall begin on the Job Credit Extension Date and shall expire 5 Years after the Job Credit Extension Date.

d. A "Year" shall mean the 12-month period ending as of the day before each anniversary of the Job Credit Extension Date, with the first Year ending December 31, 2020.

2. Amended and Restated Forgivable Note:

a. The Applicant shall execute an amended and restated promissory note in accordance with the terms and conditions of this Amendment, which note shall amend and restate the "Forgivable Note" executed for the EDA Agreement and shall incorporate the Balance owed and the terms of this Amendment.

3. Job Credit Calculation:

a. Paragraph 5.c of the EDA Agreement shall be amended to provide for COVID-19 accommodations for full-time job credits as follows:

> "c. Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a given calendar year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Full Time Employee shall not exceed 2,080 hours. Salaried employees shall be presumed to have been paid for 2,080 hours. For the Year ending December 31, 2020, the term FTE's shall be the number arrived at by dividing the total hours paid by their Eligible Full Time Employees during that Year, divided by 1,560 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid during that Year that can be counted for any one Full Time Employee shall not exceed 1,560 hours. Salaried employees shall be presumed to have been paid for 1,560 hours during that Year."

b. Paragraph 5.d of the EDA Agreement shall is also expressly amended to allow for job credits for owners that are paid a regularly scheduled salary or wage by the Applicant for employment services performed for the Applicant. Accordingly, Paragraph 5.d of the EDA Agreement is amended in total to state as follows and apply during the Term of this Amendment:

> "d. Eligible FTE's shall mean the FTE's calculated for a Year."

4. COVID-19 Interest Waiver:

a. The "Non-Forgivable Loan" obligations of paragraph 2.a of the Agreement are hereby amended as follows: accrual of interest from April 1, 2020 to June 30, 2020 shall be waived.

5. Miscellaneous:

a. All other terms and conditions of the EDA Agreement shall continue in full force and effect, and shall be amended only as set forth in this Amendment.

b. This Amendment can be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one single instrument. This Amendment shall be covered by the laws of Nebraska. This Amendment shall be binding upon all successors and assigns of the parties.

City of Alliance, Nebraska

By: ______________________________

Economic Development
Program Administrator

Prairie Sky Seed, Inc.

By: ______________________________

President

Alliance
Nebraska

Building the Best Hometown in America ®

PROCLAMATION

WHEREAS, The week of January 30, 2022 to February 5, 2022 is National Catholic Schools Week; and,

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

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

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

NOW, THEREFORE, The Alliance City Council, hereby recognizes January 30 – February 5, 2022 as:

CATHOLIC SCHOOLS WEEK

In Alliance, Nebraska, and urge all citizens to recognize Catholic schools for their commitment to excellence in quality education.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 4th day of January in the year of the Lord Two Thousand Twenty-Two.

(SEAL)

Mike Dafney, Mayor

Alliance Nebraska ®	# City of Alliance Application for Agriculture Estate Dwelling Site	Community Development 324 Laramie Avenue Alliance, NE 69301 (308) 762-5400 - phone (308) 762-7848 - fax

Instructions:

A. Fill out the application form completely. Please type or print. Use additional sheets if necessary.
B. Please sign and date the application form.
C. Filing fee is $150.00. Please make check payable to "*The City of Alliance*."
D. Provide a survey plat of the property for which the AEDS is requested.
E. Provide a site plan or aerial showing that the AEDS will meet the requirements of municipal code..

1.	Property Owner's Name:	Roger E Schnell — Phone: 308-762-4535
2.	Owner's Address:	1690 west 25th street Alliance, NE 69301
3.	Legal Description of Property:	25N 48W 27
4.	Property Address:	2330 Hwy 2
5.	Present Use of the Property:	Agriculture
6	Current Tract Size (acres):	162.22 Acres
7.	Size to be Separated:	5 acres
8.	Size to be Reserved:	157.22
9.	Existing Condition(s):	☒ Existing farmstead site ☒ Marginal/unproductive land
10.	Attached:	☐ Filing Fee ☐ Survey Plat ☐ Site Plan / Aerial

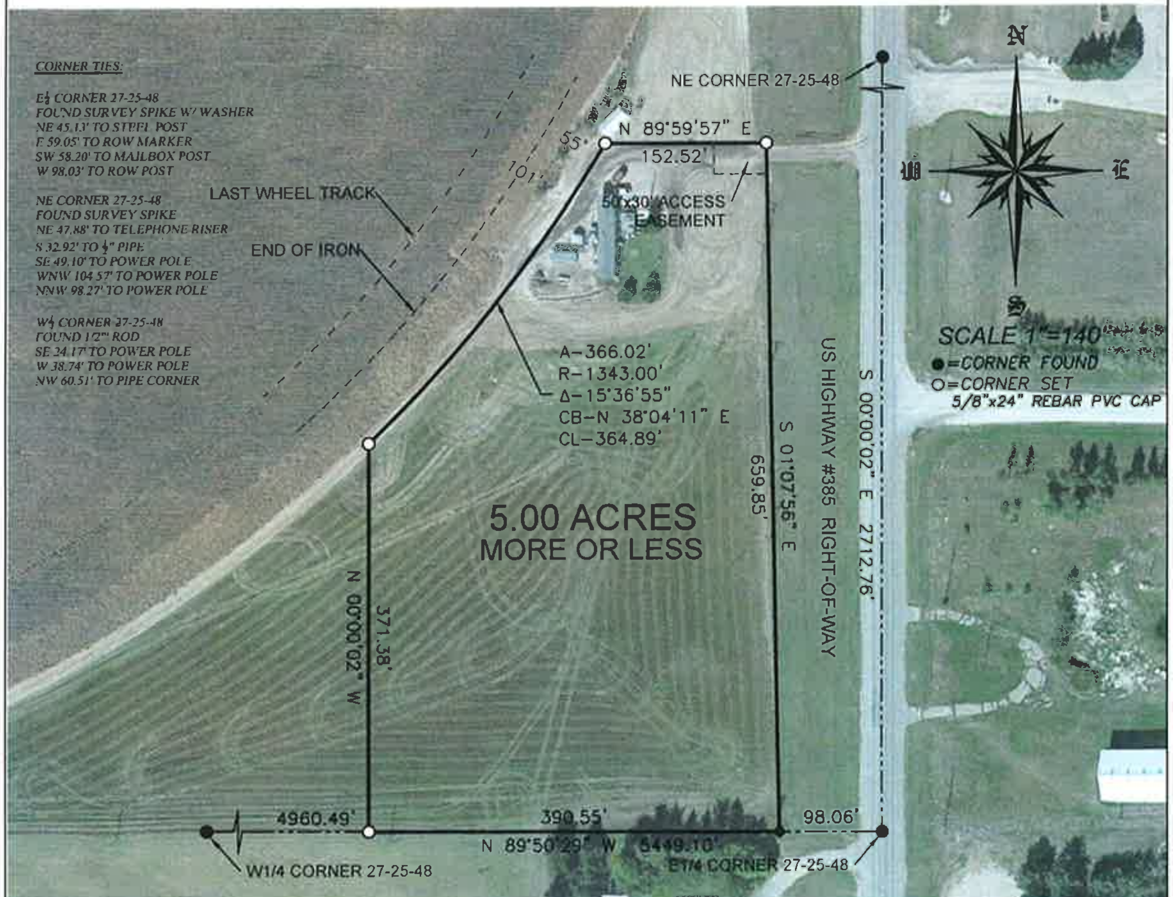
Signatures:				
	Roger E Schnell	11-3-21	Roger E Schnell	
	Applicant	Date	Property Owner (*Owner of Record*)	Date
	Applicant	Date	Property Owner (*Owner of Record*)	Date

Office Use Only #17593			
Date Received:	11·3·21	Filing Fee - $150.00	☑ Yes ☐ No
Received By:	[signature]	Date of Public Hearing:	12·14·21

*The applicant hereby agrees to abide by all requirements of Chapter 111, Division 3 of the Alliance Municipal Code relating to Agriculture Estate Dwelling Sites, including but not limited to, maintaining a minimum acreage of 80 acres per AEDS until such time as the applicant may apply for further subdivision of the land and follow the normal subdivision process thereof.

RECORD OF AEDS SURVEY

TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE BLUFF COUNTY, NEBRASKA.



LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, N89°50'29"W TO THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY #385, BEING A DISTANCE OF 98.06 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH LINE, N89°50'29"W FOR A DISTANCE OF 390.55 FEET; THENCE, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, N00°00'02"W FOR A DISTANCE OF 371.38 FEET; THENCE, ALONG A 1343.00 FEET RADIUS CURVE TO THE LEFT, SUPPORTING A CENTRAL ANGLE OF 15°36'55", CHORD BEING N38°04'11"E FOR 364.89 FEET, FOR AN ARC DISTANCE OF 366.02 FEET; THENCE, N89°59'57"E TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY, BEING A DISTANCE OF 152.52 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S01°07'56"E FOR A DISTANCE OF 659.85 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 5.00 ACRES, MORE OR LESS.

ALSO INCLUDE AND ACCESS EASEMENT BEING THE EAST 50 FEET OF THE NORTH 30 FEET OF THE ABOVE DESCRIBED TRACT FOR THE USE AND BENEFIT OF THE ADJOINING OWNER.

SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE', NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 80 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this ______ day of ______________, 2021.

NEBRASKA REGISTERED LS-603 LAND SURVEYOR SCOTT M. BOSSE'

Scott M. Bosse'
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

SURVEYOR NOTES:

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

SHEET 1 OF 1	PROJECT: SCHNELL AEDS 27-25-48 ROGER SCHNELL ALLIANCE, NEBRASKA	**ACCUSTAR SURVEYING** 30601 COUNTY ROAD 17 PHONE: (308) 623-0197 MITCHELL, NE 69357 CELL: (308) 631-0737	Scale 1"=140' Date: OCTOBER 5, 2021 Dwn By SMB REVISED:

RECORD OF AEDS SURVEY

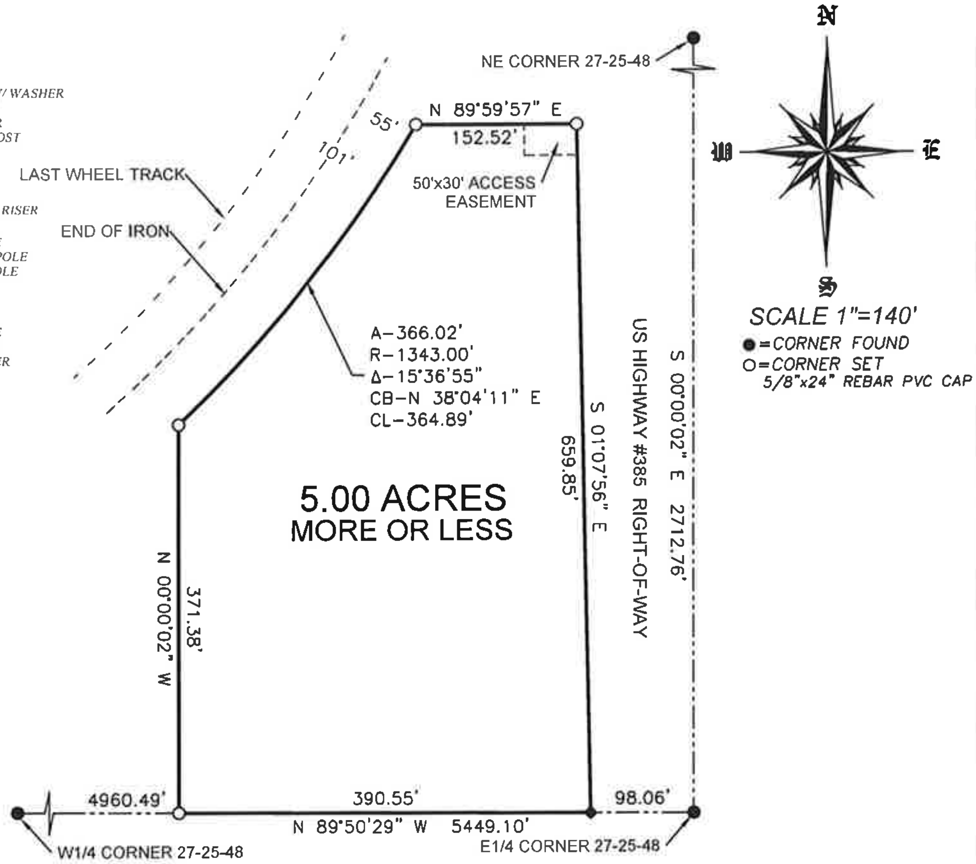
TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA.

CORNER TIES:

E¼ CORNER 27-25-48
FOUND SURVEY SPIKE W/ WASHER
NE 45.13' TO STEEL POST
E 59.05' TO ROW MARKER
SW 58.20' TO MAILBOX POST
W 98.03' TO ROW POST

NE CORNER 27-25-48
FOUND SURVEY SPIKE
NE 47.88' TO TELEPHONE RISER
S 32.92' TO ½" PIPE
SE 49.10' TO POWER POLE
WNW 104.57' TO POWER POLE
NNW 98.27' TO POWER POLE

W¼ CORNER 27-25-48
FOUND 1/2"' ROD
SE 24.17' TO POWER POLE
W 38.74' TO POWER POLE
NW 60.51' TO PIPE CORNER



SCALE 1"=140'
● =CORNER FOUND
○ =CORNER SET
5/8"x24" REBAR PVC CAP

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, N89°50'29"W TO THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY #385, BEING A DISTANCE OF 98.06 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH LINE, N89°50'29"W FOR A DISTANCE OF 390.55 FEET; THENCE, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, N00°00'02"W FOR A DISTANCE OF 371.38 FEET; THENCE, ALONG A 1343.00 FEET RADIUS CURVE TO THE LEFT, SUPPORTING A CENTRAL ANGLE OF 15°36'55", CHORD BEING N38°04'11"E FOR 364.89 FEET, FOR AN ARC DISTANCE OF 366.02 FEET; THENCE, N89°59'57"E TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY, BEING A DISTANCE OF 152.52 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S01°07'56"E FOR A DISTANCE OF 659.85 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 5.00 ACRES, MORE OR LESS.

ALSO INCLUDE AND ACCESS EASEMENT BEING THE EAST 50 FEET OF THE NORTH 30 FEET OF THE ABOVE DESCRIBED TRACT FOR THE USE AND BENEFIT OF THE ADJOINING OWNER.

SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE', NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 80 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 5th *day of* October *, 2021.*

Scott M. Bosse'
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

NEBRASKA REGISTERED LS-603 10/5/21 LAND SURVEYOR SCOTT M. BOSSE'

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

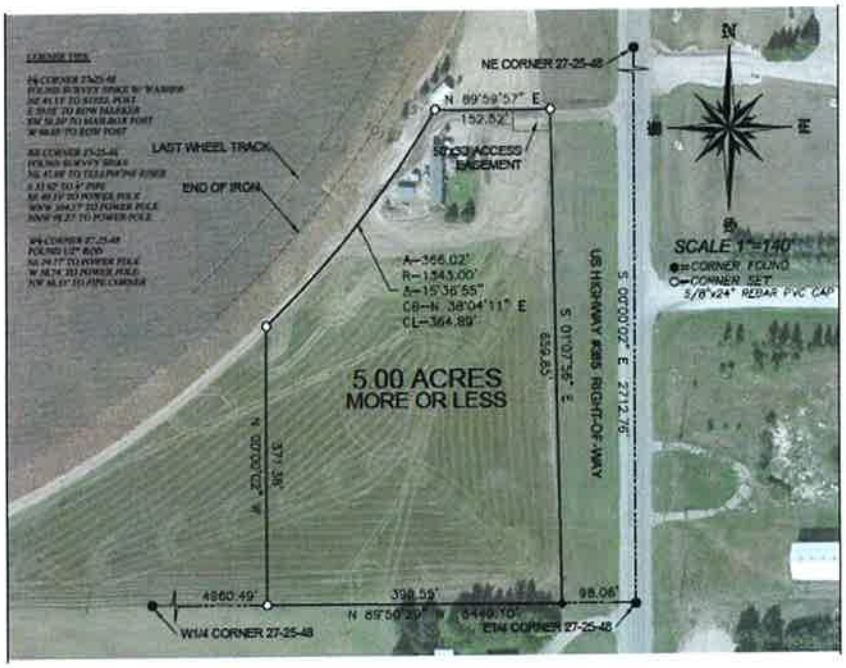
SHEET 1 OF 1	PROJECT: SCHNELL AEDS 27-25-48 ROGER SCHNELL ALLIANCE, NEBRASKA	ACCUSTAR SURVEYING 30601 COUNTY ROAD 17 PHONE: (308) 623-0197 MITCHELL, NE 69357 CELL: (308) 631-0737	Scale 1"=140' Date: OCTOBER 5, 2021 Dwn By SMB REVISED:

Schnell AEDS Zoning
Legend
Alliance_Parcels
Zoning
Layer
Ag Agriculture
C-0 Commercial Office
C-1 Neighborhood Commercial
C-2 Central Business Commercial
C-3 Heavy Commercial
M-1 Light Industry
M-2 Heavy Industry
M-3 Rail Industry
R-1 Single Family Residential
R-1a Single Family Residential
R-2 Two Family Residential
R-3 Multifamily Residential
R-4 Mobile Home Community
R-R Rural Residential
RP-3 Planned Residential
M-2
0 65 130 260 390 520
Feet
1 inch = 269.36 feet
Alliance
Nebraska

Sign Posting 12/3/2021

Narrative
January 4, 2022

ORDINANCE – AGRICULTURE ESTATE DWELLING SITE APPLICATION FROM ROGER SCHNELL.



The City of Alliance is in receipt of an application for an Agriculture Estate Dwelling Site (AEDS) from the landowner Roger Schnell. The AEDS shows a 5-acre tract being split from a 162-acre tract.

The proposed AEDS is located at 2330 Highway 2. The proposed parcel is zoned Ag, Agriculture. It is bordered by Ag zoning to the north, west, south, and northeast; and bordered by M-2 Heavy Industrial to the southeast. AEDS were created by code in 2019 to eliminate the need of rezoning parcels outside of City Limits to Rural Residential when a small acreage was split off for a farmstead or selling of marginal farm ground for residence.

The City of Alliance Planning Commission met at its regular meeting December 14, 2021 and held a public hearing for the AEDS application. They voted yes on a recommendation to the Alliance City Council for the approval of the AEDS after making the following findings:

1. Preexisting conditions requirements: The proposed AEDS is a pivot irrigation corner with an existing single-family house that is unrelated to the ag production on the adjacent ag lands. -The easement will allow the proposed two lots to share access to the driveways.
2. Minimum AEDS size is 2.5 acres: The proposed AEDS is 5 acres.
3. Minimum remaining parcel size is at least 80 acres: There will be a remainder of 157.22 acres.
4. Minimum depth is 200 feet: The proposed parcel is 390.55 feet at its widest point and 152.52 feet at is narrowest. It averages at 271.535 feet deep.
5. Minimum width is 150 feet: The proposed parcel will be 659.85 feet at its widest and 371.38 feet at its narrowest.
6. Each proposed AEDS shall be shaped and located to allow the accurate platting on the official zoning map of the city. The proposed AEDS is rectangular except for the radius carved into the lot for the irrigation pivot. It is easily draw able in the City GIS.
7. Transportation is via a driveway off Highway 2. The AEDS fronts the highway.

RECOMMENDATION: THE APPROVAL OF THE ORDINANCE APPROVING THE AEDS LOCATED ON A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, ADDRESSED 2330 NEBRASKA HIGHWAY 2, AS SHOWN ON THE SURVEY SUBMITTED WITH THE APPLICATION.

ORDINANCE NO. 2933

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, APPROVING AN AGRICULTURAL ESTATE DWELLING SITE.

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

SECTION 1. Chapter 111, Article I, Division 3 of the Alliance Municipal Code provides for the creation and approval of an agricultural estate swelling site (AEDS) the same manner as a rezone.

SECTION 2. Roger Schnell has submitted an application for approval of and AEDS, the final survey for which is attached to this ordinance as Exhibit A and incorporated herein by reference, regarding a tract of land described as follows:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6^{TH} PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE, ALONG THE SOUTH LINE OF QUARTER SECTION, N89°50'29"W TO THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY #385, BEING A DISTANCE OF 98.06 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH LINE, N89°50'29"W FOR A DISTANCE OF 390.55 FEET; THENCE, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, N00°00'02"W FOR A DISTANCE OF 371.38 FEET; THENCE, ALONG A 1343.00 FEET RADIUS CURVE TO THE LEFT, SUPPORTING A CENTRAL ANGLE OF 15°36'55", CHORD BEING N38°04'11"E FOR 364.89 FEET, FOR AN ARC DISTANCE OF 366.02 FEET; THENCE, N89°59'57"E TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY, BEING A DISTANCE OF 152.52 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S01°07'56"E FOR A DISTANCE OF 659.85 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 5.00 ACRES, MORE OR LESS. ALSO INCLUDE AND ACCESS EASEMENT BEING THE EAST 50 FEET OF THE NORTH 30 FEET OF THE ABOVE DESCRIBED TRACT FOR THE USE AND BENEFIT OF THE ADJOINING OWNER.

SECTION 3. The application for and AEDS has been submitted to the Planning Commission, and following publication for and occurrence of a public hearing for the AEDS application approval, the Planning Commission has recommended approval of the AEDS application submitted by Roger Schnell.

SECTION 4. Upon review of the materials provided and the AEDS application, all applicable requirements and considerations of the Alliance Municipal Code appear to be met by the application, and the AEDS for the survey attached as Exhibit A is hereby approved.

SECTION 5. A certified copy of this ordnance, along with the survey attached as Exhibit A and the agreement between landowners, shall be filed and recorded in the real estate records of Box Butte County, Nebraska.

SECTION 6. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with the revisions set forth herein are hereby repealed.

SECTION 7. This ordinance shall be in full force and effect from and after its approval, passage, publication according to law, and the recordation of in the real estate records of Box Butte County, Nebraska as described above.

PASSED AND APPROVED this ____ day of ________________, 2022.

____
Mike Dafney, Mayor

(SEAL)

Attest: _______________________________
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

____
Simmons Olsen Law Office, Legal Counsel

City of Alliance Planning Commission December 14, 2021

Community Development Staff Report- Brent Kusek

Applicant: Roger Schnell
1680 West 25th Street
Alliance, NE 69301

Property Owner(s): Same as Applicant

Surveyor: Accustar Surveying
30601 County Road 17
Mitchell, NE 69357
(308) 631-0737

Proposal: The applicant is proposing a 5 acre Agriculture Estate Dwelling Site.

Legal Description: A Tract of Land Situated in the Northeast Quarter of Section 27, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, addressed 2330 Nebraska Highway 2.

Planning Analysis:

Zoning: The proposed parcel is zoned Ag, Agriculture. It is bordered by Ag zoning to the north, west, south, and northeast; and bordered by M-2 Heavy Industrial to the southeast.

Transportation: The proposed site is bordered by Nebraska Highway 2 along its east property line which provides access via a preexisting driveway.

Land Use: The proposed site is currently a single-family home on a pivot irrigation corner. It is bordered by Ag land use to the north, west, and south, by single-family residence to the east, and industrial farming to the southeast.

Lot Size/Area: The proposed AEDS is 5 acres in size and is being broken off of a parcel 162.2 acres in size leaving 157.22 acres. The minimum required size for an AEDS is 2.5 acres with at least an 80 acre parcel remainder.

Easements: The plat creates an access easement for access to the field surrounding the house. It is a 30' x 50' easement as shown on the survey.

Rights of Way: The survey will not create any new public rights of way.

Plat Review:

The AEDS survey was reviewed as to its conformance with Section 111 Division 3 of the Alliance Municipal Code and it was found that:

1. Preexisting conditions requirements: The proposed AEDS is a pivot irrigation corner with an existing single-family house that is unrelated to the ag production on the adjacent ag lands.
2. Minimum AEDS size is 2.5 acres: The proposed AEDS is 5 acres.
3. Minimum remaining parcel size is at least 80 acres: There will be a remainder of 157.22 acres.
4. Minimum depth is 200 feet: The proposed parcel is 390.55 feet at its widest point and 152.52 feet at is narrowest. It averages at 271.535 feet deep.
5. Minimum width is 150 feet: The proposed parcel will be 659.85 feet at its widest and 371.38 feet at its narrowest.
6. Each proposed AEDS shall be shaped and located to allow the accurate platting on the official zoning map of the city. The proposed AEDS is rectangular except for the radius carved into the lot for the irrigation pivot. It is easily drawable in the City GIS.
7. Transportation is via a driveway off Highway 2. The AEDS fronts the highway.

Findings of Fact:

To Recommend
-The proposed AEDS meets the minimum requirements as laid out in Section 111 Division 3 of the Alliance Municipal Code.

Not to Recommend:
-The narrowest part of the parcel doesn't meet the minimum requirements for depth.

Staff Recommendation:

That the Planning Commission recommend approval of the Agriculture Estate Dwelling Site.

Narrative
January 4, 2022

RESOLUTION – POLICE VEHICLE PURCHASES

The Police Department is requesting to purchase three used vehicles from the Torrington Police Department via Transwest Auto for the amount of $17,150. Funds for this purchase are included in the current year budget. These vehicles will come fully equipped except for a video cameras and computers (which we already have on-hand, ready for installation).

Through the process of developing the Department's Strategic Plan, we have found that our fleet is insufficient to address the needs of the community and to avoid inefficiencies in maintaining the fleet. We currently have ten marked patrol units. The department has been "hot seating" vehicles (which means that a vehicle that never rests and is in use 24 hours a day). This makes it difficult to perform maintenance without impacting our coverage as some officers are assigned to share a vehicle and there are no spare vehicles. When major incidents occur, especially at shift change, officers are left to double up or respond in their personal vehicles, which is a potential liability to the City.

We do not have enough vehicles for our current employees, let alone the trainees coming out of the Academy nor for our officers who are currently on deployment, and with current delays in obtaining vehicles and equipment, it is imperative that we take advantage of these opportunities when they present themselves, as we have done so far in 2021 by adding four used vehicles. Despite increasing our fleet by four used vehicles this year, we are still in need of eleven (11) more vehicles; Purchasing these three vehicles will allow us to realize the following efficiencies and cost savings: Reduction in vehicle "hot-seating" expenses. Annual maintenance of hot-seated cars averages about $7,000 per year (each) while a take-home car averages half that at $3,500 (each). Regular maintenance can be scheduled during the officer's time off reducing down time.

- Assigned cars have a 30% lower operating cost and longer life expectancy as officers take "ownership" and care for assigned vehicles better. The vehicles generally have less down time and increased productivity.
- Makes, models and styles of vehicles assigned are constantly changing. Rotating different vehicles tends to increase risk of accidents due to unfamiliarity- it has been proven there are fewer accidents with assigned cars vs. "hot-seated" cars.
- Take-home vehicles are viewed as an added benefit for officers and can aid in officer retention.
- More vehicles throughout the city creates the perception of more officers in the City which is a visual deterrent - ultimately reducing costs and crime.
- Eliminates use of employees' personal cars for official business.
- Installed equipment includes emergency lighting and controls, siren and PA, prisoner cage, dual gun rack and mobile computer dock. To outfit three new cars with this equipment would be approximately $30,000; purchasing these vehicles will save the City a substantial amount of money.

Narrative
January 4, 2022

The benefits of take-home cars far outweigh the cost of program implementation (i.e. additional insurance, internet jetpacks, etc.). The proposed resolution would authorize the purchase one (1) 2014 Ford Explorer, one (1) 2015 Ford Explorer, and one (1) 2013 Ford Taurus from the Torrington Police Department via Transwest Auto for a total of $17,150. There is no need for new equipment and installation other than video cameras which the department has on hand. The approved authority in the police operations budget (Capital Outlay-Vehicles G/L 01-31-32-59-960) was $123,500. There will remain a balance of unused funds whereby approval will be sought when additional University of Nebraska vehicles become available. The three vehicles are:

- Unit T109 (Torrington's Unit Name) will be our **Unit 119**
  2014 Ford Explorer with approximately 115,000 miles. VIN is: 1FM5K8AR0EGB5441

- Unit T113 (Torrington's Unit Name) will be our **Unit 120**
  2015 Ford Explorer with approximately 109,000 miles. VIN is: 1FM5K8AR4FGB75374

- Unit T111 (Torrington's Unit Name) will be our **Unit 121**
  2013 Ford Taurus with approximately 106,000 miles. VIN is: 1FAHP2L88DG132258

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING THREE USED VEHICLE PURCHASES FROM THE TORRINGTON POLICE DEPARTMENT VIA TRANSWEST AUTO IN TORRINGTON, WY IN THE AMOUNT OF $17,150.

RESOLUTION NO. 22-03

WHEREAS, The City of Alliance Police Department has a need to add to the current patrol fleet;

WHEREAS, Police Chief Lukens is recommending the purchase of three (3) used patrol vehicles in the amount of Seventeen Thousand One Hundred Fifty Dollars and NO/100ths ($17,150) from the Torrington, Wyoming Police Department; and

WHEREAS, The three (3) vehicles (2014 Ford Explorer; 2015 Ford Explorer; 2013 Ford Taurus) are fully equipped with the required safety and emergency equipment and being sold "as is"; and

WHEREAS, Budget Authority is available in Capital Outlay-Vehicles GL# 01-31-32-59-960 to complete the purchase.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that Mayor Dafney be and hereby is authorized to enter into a purchase agreement with the Torrington, Wyoming Police Department for the purchase of three (3) used patrol vehicles in the total amount of Seventeen Thousand One Hundred Fifty Dollars and NO/100ths ($17,150).

BE IT FURTHER RESOLVED, that the City Council is authorizing the purchase from the Police Department's Capital Outlay – Vehicle Account No. 01-31-32-59-960 to allow for the purchase.

PASSED AND APPROVED this 4th day of January, 2022.

Mike Dafney, Mayor

(SEAL)

Attest:

Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Bid opening
12/2 @ 3:30

REQUEST FOR QUALIFICATIONS
FOR THE DEVELOPMENT OF:

ENGINEERING AND DESIGN OF HVAC SYSTEM REPLACEMENT FOR THE ALLIANCE PUBLIC LIBRARY/LEARNING CENTER

FOR

ALLIANCE, NEBRASKA

Alliance
Nebraska

Prepared by:

City of Alliance
324 Laramie Avenue
Alliance, NE 69301

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

The City of Alliance is seeking submission of proposals from qualified professional firms for the following project: ENGINEERING AND DESIGN OF HVAC SYSTEM REPLACEMENT FOR THE ALLIANCE PUBLIC LIBRARY/LEARNING CENTER. Services needed include: analysis of the existing HVAC, design of upgrades and replacements to replace the existing system with a modern high-efficiency HVAC system, and creation of plans, specifications and bidding documents, as well as project management and inspection.

Detailed information for this request for qualifications may be obtained from the City Manager's Office, 324 Laramie Avenue, Alliance, Nebraska 69301, by calling 308-762-5400 or via e-mail at ssorensen@cityofalliance.net. Questions regarding the RFQ can be directed to Seth Sorensen, City Manager.

One (1) original hard copy plus two (2) additional copies and one (1) digital version copy (submitted in .pdf format on a thumb drive) of the proposal must be received **no later than 3:30 P. M. local time, on Thursday December 2, 2021** at the City Clerk's Office, 324 Laramie Avenue, Alliance, Nebraska 69301. Mailed proposals should be addressed to the City Clerk, P.O. Box D, Alliance, NE 69301. Packets should be sealed and clearly marked "Qualifications for Learning Center HVAC Design".

The City of Alliance reserves the right to, at its sole discretion, refuse any or all submissions and to select the firm deemed by the City to be most qualified.

Tarrah Johnson, City Clerk

City of Alliance, Nebraska

Publish 3x: November 10, 2021
November 17, 2021
November 24, 2021

REQUEST FOR QUALIFICATIONS FOR:
ENGINEERING AND DESIGN OF HVAC SYSTEM REPLACEMENT FOR THE ALLIANCE PUBLIC LIBRARY/LEARNING CENTER

A. INTRODUCTION

The City of Alliance is seeking a Request for Qualifications (RFQ) for the development of plans and specifications for the replacement of the HVAC System at the Alliance Public Library/Learning Center (hereinafter referred to as the "Learning Center").

Originally designed in 1997 with construction completed in 1999, the building is outfitted with the original HVAC system which has reached its end-of-life due to age, massive failure of electro-mechanical systems, and the unavailability of replacement parts. The system has undergone multiple "fixes" over the years in an attempt to overcome the shortcomings of the original design, none of which resolved the issues and many of which have failed themselves.

Besides the obvious failure of multiple systems, the most notable and easily-recognized issue of the existing system is that it is not balanced between the halves of the building nor between floors, resulting in highly variable temperatures within the building which has been accommodated through the use of personal space heaters and fans. These issues have been present since the building's inception.

The appropriate outcome of this design project will be an analysis of the building and a design where the HVAC systems are properly sized, balanced, installed, and operate as a highly efficient and functional HVAC system, and not simply the replacement of in-kind materials which perpetuate the current system's shortcomings.

Additional information on the anticipated physical work (to be completed by the contractor) can be found in Attachment B: HVAC Assessment Report, which may be used as a starting point in the design of the new system. Original building blueprints are also available for reference during design. Time will be of the essence in completing design and preparing bid documents.

B. SCOPE OF SERVICES

The selected consultant will enter into an agreement with the City, subject to City Council approval, to provide design services for the replacement of the HVAC System at the Alliance Public Library/Learning Center in accordance with the mutually agreed-upon scope of services and compensation. The scope of services found in Attachment "A" shall be strictly adhered to as a *minimum* for the required deliverables. Respondent proposals should use the Scope in Attachment "A" to develop a more comprehensive scope of services and applicable specifications.

The desired outcome of this project will be a construction-ready design including all necessary equipment specifications, quantities, locations and project diagrams needed to solicit proposals from qualified HVAC installation contractors. In is anticipated that work may also include the inspection and oversight of the removal and installation of the new system from beginning through completion (satisfactory operation) and project acceptance.

C. TIME FRAME

Time is of the essence for this work.

Below is an anticipated schedule for the overall project:

- November 2021 – Advertisement for RFQ
- Early December 2021 – Award Design Contract
- December 2021 to March 2022 – HVAC System Design
- April 2022 – Construction Bidding

- May 2022 – Construction Contract Award and Notice to Proceed (subject to Council Approval)
- June to August 2022 – Construction (subject to the availability of materials)

D. GENERAL PROVISIONS

The procurement process is subject to applicable provisions of federal, state and local laws and ordinances.

1. The City will not be liable for any costs incurred in preparing, submitting or presenting a respondent's submittals or any associated travel costs.
2. Although discussions may be conducted with respondents submitting acceptable proposals, consultant selection may be made without any discussion.
3. The City reserves the right to postpone the opening and/or review of respondent submittals for cause or convenience. The City also reserves the right to reject any and all proposals, in whole or in part, and to waive any information therein.
4. If only one qualified respondent responds by the due date, the City may enter into contract negotiations with that firm.

E. CONTENTS OF RESPONDENT SUBMITTALS

Each respondent must include in their submission the following documents so that each respondent can be effectively evaluated in a similar manner. Each submission is limited to no more than 50 pages (single side, 25 pages double-sided) in letter size sheets.

1. A Letter of Interest is required and should display a clear understanding of the project, include a positive commitment to complete the work in the specified time period, and explain why the respondent should be selected. Address and contact information for each party in a proposed joint venture should be included.

2. Experience and Competence of Firm(s): Information must be included summarizing and documenting the experience and competence of the respondents in relation to the contractual services anticipated.
   a) Describe the Consultant's qualifications and relevant or related experience. One overall team should be proposed even when separate subcontractors are proposed. Include the location of the Consultant's home office and the location(s) where services would likely be performed.; and
   b) Include at a minimum of five (5), the names and addresses and telephone number of a representative list of clients/references with which the responding firms have contracted for similar work. Projects which are referred to as having been accomplished by your firm shall be projects which were managed by personnel who are currently on your staff.

3. Personnel Qualifications and Availability: Respondents must identify and summarize the relevant experience of any personnel that would actually coordinate with the project and provide any technical assistance, as well as the availability of personnel to work on this project. Respondent submittals must include a statement of qualifications and all required certifications. Information must be included summarizing and documenting the qualifications of the respondents in relation to the contractual services anticipated.

4. Project Proposal and Schedule: Respondents must provide a project proposal, which is in accordance with the information provided in this RFQ. Respondent proposals must include the following elements:
   a) A detailed service plan that is in accordance with preliminary scope of services provided in Attachment A; and
   b) An organization chart showing key personnel by name; and

c) A proposed work schedule which will meet City deadlines.
d) Proposer may utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the scope of services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives and deliverables are accomplished.

F. SELECTION PROCEDURE

The objective is to select the highest qualified firm for the services to be rendered, at a compensation determined as fair and reasonable to the City. To accomplish this objective, respondents will be evaluated generally on the following basis:

	Evaluation Criteria	Maximum Points
1.	Letter of Interest	5
2.	Experience and Competence of Firm(s)	35
3.	Personnel Qualifications and Availability	35
4.	Proposed Work Proposal and Schedule to meet deadlines	25
	Maximum Total Points	100

A Selection Committee consisting of three (3) to five (5) members will be appointed to evaluate the proposals received. Each member of the Committee will then assign up to the maximum points noted above to each criterion based on the respondent's submittals and any other information obtained through interviews and/or telephone conferences. The Selection Committee will then meet to discuss the proposals and comments from each member. Respondents will be ranked according to their total cumulative points. If necessary, the Selection Committee will prepare a consultant short list of the top-ranked proposers. The Selection Committee may conduct either phone or oral on-site interviews to complete the consultant selection process; however, the Selection Committee reserves the right to make a selection based solely upon the proposal received. The members of the Selection Committee shall not be disclosed to submitting consultants. No submitting consultants shall contact any City representative other than Seth Sorensen for purposes related to this proposal, on or after the date of publication of the notice.

Following the completion of the evaluation and the determination of a top-ranked firm, the City will enter into contract negotiations with the top-ranked firm, subject to final approval by the City Council. If a mutually satisfactory agreement cannot be negotiated with the top-ranked firm, said firm will be asked to document a final offer in writing before terminating negotiations. Negotiations will then be initiated with the second-ranked firm, and so forth, until a contract has been negotiated with a qualified consultant, or halted at the discretion of the City.

The City reserves the right to reject any and all applicants if the requirements as set forth herein are not met or if the City deems a respondent unqualified on the basis of the overall analysis of the criteria outlined above.

G. CLARIFICATION OF SPECIFICATIONS

Requests for clarification of any items, requirements or specifications contained in this RFQ must be received in writing at the City offices **no later than 3:30 P. M., on November 29, 2021. Please email or deliver all RFQ clarification requests to:**

Seth Sorensen, City Manager
324 Laramie Avenue
PO Box D
Alliance, NE 69301
Phone: (308) 762-5400

Email: ssorensen@cityofalliance.net

H. RESPONDENT SUBMITTALS

One (1) original hard copy plus two (2) additional copies and one (1) digital version copy (submitted in .pdf format on a thumb drive) of the proposal must be received no later than 3:30 P. M. local time, on Thursday December 2, 2021 at the City Clerk's Office, 324 Laramie Avenue, Alliance, Nebraska 69301. Mailed proposals should be addressed to the City Clerk, P.O. Box D, Alliance, NE 69301. As soon as possible thereafter, the City shall review the documents that include each respondent's letter of interest, qualifications and required certifications and assurances.

Respondent submittals should be securely sealed in one or more parcels and clearly marked "*Qualifications for Learning Center HVAC Design*".

Respondent submissions not in compliance with the instructions contained in this section and/or not containing the information requested may be declared "non-responsive" and disqualified from consideration.

I. MISCELLANEOUS PROVISIONS

Proposals received after the due date and time will not be considered. Modifications received after the due date will not be considered. No responsibility will be attached to the City for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office. The City may reject any and all proposals and reserves the right to waive any technicalities, irregularities, or informalities in any proposals or in the proposed procedure.

Documents. This RFQ comprises the following documents (all of which are herein collectively referred to as the "Documents"):

- PUBLIC NOTICE - REQUEST FOR QUALIFICATIONS/PROPOSALS
- REQUEST FOR QUALIFICATIONS/PROPOSALS
- ATTACHMENT A – PRELIMINARY SCOPE OF SERVICES
- ATTACHMENT B – HVAC ASSESSMENT REPORT

Contract Award. It is anticipated that, if one or more proposals is accepted, the City may enter into one or more contracts for said services or may enter into one Contract with a sub-contract for one or more of the specific elements under the Preliminary Scope of Services provided in Attachment A.

Additional Services. The City may negotiate with the selected firm for additional services as needed.

Owner's Representative. It is understood that the City will designate an Owner's Representative to provide oversight and administration during the performance of the professional services covered by any contract that is awarded.

Material Ownership. All proposals and related materials become the property of the City of Alliance upon receipt and shall not be returned to the proposer. City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. All materials submitted in response to this RFP shall ultimately become public record. Any material to be treated as confidential or proprietary in nature must be clearly identified with the words

“Confidential Disclosure,” placed in a separate envelope, and shall include a justification for the request. Note that confidential materials shall be included in the page count. The final agreed-upon contract and contract pricing shall be considered neither confidential nor proprietary.

ATTACHMENT A - PRELIMINARY SCOPE OF SERVICES

The Contractor shall perform all the necessary services to properly carry out the activities in the proposed scope of work, as outlined below and in accordance with prescribed rules, regulations, policies and State law.

Scope of services to include, at a minimum, the following elements:

1. Review previous plans and studies, including:
    a. HVAC Assessment – Alliance Learning Center (2021)
    b. Learning Center Building Plans (1997)

2. Re-design of HVAC System
    a. System Calculations
    b. HVAC System Sizing and Balancing throughout the building and on each level
    c. Replacement of system(s)
    d. Upgrades and system expansion as necessary

3. Preparation of Documents
    a. Must meet all requirements of Nebraska State Statutes, including energy efficiency
    b. Plans
    c. Specifications
    d. Front-end bid and contract documents
    e. Any and all other directions, drawings and diagrams necessary to enable an HVAC contractor to remove all old HVAC system components and install the new HVAC system specified in this design.

4. Project Management
    a. Review of Bids and Contractor Qualifications; Recommendation of Award
    b. Regular Coordination with City Staff
    c. Issuance of Contract Documents
    d. Project Inspection and Compliance Oversight
    e. Be available in a timely fashion to the selected construction/installation contractor and the City to assist with any questions, concerns or items needing clarification or modification throughout the complete installation of the new HVAC system.
    f. Processing of project documents including, but not limited to:
        i. Pay applications
        ii. Change orders
        iii. Inspection forms and reports
        iv. Photos and progress documentation
    g. Project closeout

ATTACHMENT B – HVAC ASSESSMENT REPORT

DRAFT AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant
without a Predefined Scope of Consultant's Services

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Alliance
324 Laramie Avenue
Alliance, Nebraska 69301
« »

and the Consultant:
(Name, legal status, address, and other information)

Prochaska & Associates
11317 Chicago Circle
Omaha, Nebraska 68154
« »

Consultant's discipline:

Architectural, Mechanical, Structural and Electrical Engineering

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Engineering and Design of HVAC System replacement for the Alliance Public Library/Learning Center, located at 1750 Sweetwater Avenue, Alliance, Nebraska 69301. »
« »
« »

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Owner's request is to have persistent HVAC system performance problems diagnosed and resolved through re-design and implementation of new equipment.
Prochaska & Associates' Vice President of Engineering, Michael Hromanik, PE will evaluate the full scope of work, then direct and design a solution acceptable to the Owner. Upon acceptance, Prochaska & Associates will provide full Design and Engineering services, including creation of Bidding Documents, administer project Bidding and Negotiation for a Competitively Bid delivery, and then will provide full Construction Administration services as defined below. All work will be performed either by Mr. Hromanik, or under his direct supervision.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

December 2021 to March 2022: HVAC System Design

.2 Date for commencement of construction:

April 2022: Construction Bidding
May 2022: Construction Contract Award and Notice to Proceed
June to August 2022: Construction

.3 Substantial Completion date:

To be determined

.4 Other milestone dates:

N/A

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Consultant's Responsibilities shall be as defined by "Attachment A, Preliminary Scope of Services", and also in consideration of "Attachment B, HVAC Assessment Report", prepared by Long Building Technologies, Inc.; both attachments were included with Owner's original Request for Qualifications document.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

Curtis Field, AIA, Principal Architect
Michael Hromanik, PE, Vice President of Engineering« »
« »
« »
« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($2,000,000) for each occurrence and an annual aggregate for bodily injury and property damage of not less than Four Million Dollars ($4,000,000).

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Five Hundred Thousand Dollars ($ 500,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[X] Consultant's Schedule: The Consultant shall endeavor to follow the anticipated schedule included in the Owner's Request For Qualifications document, subparagraph C, "Timeframe", which states the following:

December 2021 to March 2022:	HVAC System Design
April 2022:	Construction Bidding
May 2022:	Construction Contract Award and Notice to Proceed
June to August 2022:	Construction

See also § 1.3 above for the Owner's anticipated design and construction schedule.

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[« »] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) *(Describe the deliverable(s))*	**Time Limits** *(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)*

ARTICLE 3 ADDITIONAL SERVICES
§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

1. **Representative as designated by the City of Alliance, Nebraska**
2. **The Library Point of Contact is:** »

« »
« »
« »
« »

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 Subjected to § 5.4 below, ~~T~~the Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, without additional compensation except as set forth in this Agreement, the Consultant grants to the Owner a nonexclusive, perpetual right and license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant agrees to provide to the Owner true, accurate, and complete copies and versions of such Instruments of Service, to enable the Owner the ability to design, construct, using, maintain, alter and add to the Project, pursuant to this § 5.4. The Consultant shall obtain similar nonexclusive, perpetual licenses from its subconsultants consistent with this Agreement, to enable the Owner the ability to design, construct, using, maintain, alter and add to the Project. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. ~~If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate~~. Upon termination of this Agreement for cause, the Owner shall have the right to exercise its license under this § 5.4 to the extent that progress payments have been made for the Instruments of Service.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant, provided that furnishing any Instruments of Service to the Owner's contractors or consultants to design, construct, using, maintain, alter and add to the Project shall not be deemed an assignment, delegation, sublicense, pledge, or other transfer of the license granted hereunder. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2~~3~~ The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 6.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension.. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than thirty days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Eight Percent (8%) of the Owner's accepted Cost of the Work.

§ 8.1.1 A mutually-acceptable Project Budget will be established early in the design process, and progress invoicing shall be based upon a prorated portion of that figure. Following a competitive bidding process, the actual Cost of Work figure accepted by the Owner will require re-calculation of the Consultant's percentage fee, but in no way will that fee fall below the fees collected or due at that time, plus a mutually-agreeable figure for Contract Administration services.

§ 8.1.2 The Consultant's percentage fee will not rise through Change Orders which may occur during the Construction Administration phase, above that calculated upon the accepted Cost of Work, unless the Change Order is due to the Owner's increase in Project Scope.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

Additional Services, if desired by the Owner, shall be compensated on an hourly basis, as described in the Prochaska & Associates Hourly Wage Rate Schedule, set forth in §8.3 below.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate
Principal in Charge	$230/hour
Senior Associate	$195/hour
Project Manager	$175/hour
Senior Designer	$170/hour
Mechanical Engineer	$170/hour
Electrical Engineer	$170/hour
Structural Engineer	$170/hour
Civil Engineer	$170/hour
Project Architect	$170/hour
Design Architect	$155/hour
Interior Architect	$145/hour
Technician	$85/hour
Administrative	$65/hour

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.)

Eighteen percent (18 %) per annum

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- **.1** Transportation and pre-authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;

.8 All taxes levied on professional services and on reimbursable expenses;

.9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

« »

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service
If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay for work performed prior to the termination for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project.

Not Applicable

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 11 SCOPE OF THE AGREEMENT
§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:
.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSULTANT** *(Signature)*
« »« »	Curtis A. Field, AIA,Principal
(Printed name and title)	*(Printed name and title)*

Narrative
January 4, 2022

RESOLUTION – AWARD OF CONTRACT FOR DESIGN OF HVAC AT THE ALLIANCE LEARNING CENTER

A Request for Qualifications (RFQ) was advertised in accordance with State Statute for the purpose of obtaining responses from qualified firms for the "Engineering and Design of HVAC System Replacement for the Alliance Public Library/Learning Center". Two responses were submitted in accordance with the deadline of 3:30PM on Thursday, December 2, 2021.

The two responders were: Prochaska & Associates and Engineering Technologies. The responses were rated based on the criteria set forth in the RFQ which included a letter of interest, experience and competence of firm(s), personnel qualifications and availability, and a proposed work proposal and schedule, for a combined total of 100 points. The responses were reviewed by three employees: Shana Brown, Ross Grant and Seth Sorensen.

As a result of this review, it was determined that Prochaska & Associates was the most qualified firm to complete this work on behalf of the City. Staff then began negotiations with Prochaska to determine if a mutually beneficial agreement could be reached, which has been accomplished. The proposed contract/agreement has been reviewed by Adam Hoesing with the Simmons Olsen Law Firm.

Work, as proposed, would be paid on an hourly basis, and is anticipated to be less than 10% of the total project cost, or less than $100,000. Normal practice is that this amount would be between 12-15%. Funds for this project have been designated in the FY21-22 Budget (Line Item #41-71-77-59-915).

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING UP TO $100,000 FROM LINE ITEM #41-71-77-59-915 TO BE EXPENDED FOR DESIGN SERVICES OF THE HVAC REPLACEMENT AT THE ALLIANCE LEARNING CENTER, AND AWARDING THE DESIGN CONTRACT TO PROCHASKA & ASSOCIATES; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

RESOLUTION NO. 22-04

WHEREAS, The City of Alliance owns and operates the Alliance Public Library/Alliance Learning Center; and

WHEREAS, The City of Alliance requested quotes to perform engineering services, including surveying and field data gathering, design development, contract administration, for the engineering and design of the HVAC system replacement for the Alliance Public Library/Alliance Learning Center; and

WHEREAS, The City received two quotes with Prochaska & Associates and Engineering Technologies being the lowest in the amount not to exceed One Hundred Thousand Dollars and No/100ths ($100,000), with work being paid on an hourly basis as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to accept the quote from Prochaska & Associates and Engineering Technologies for the engineering and design of the HVAC system replacement for the Alliance Public Library/Alliance Learning Center.

BE IT FURTHER RESOLVED that payment for this service will be made from Account No. 41-71-77-59-915.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the executed contract on behalf of the City.

PASSED AND APPROVED this 4th day of January, 2022

____
Mike Dafney, Mayor

(SEAL)

Attest: ____________________________
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

____
Simmons Olsen Law Office, Legal Counsel