

City Council Regular Meeting via Conference Call. Access meeting by using Conference Call
No. 415-762-9988 with the Meeting ID No. 236-678-6847
Monday, May 18, 2020 7:00 PM
Conference Call: 415-762-9988; Mtg. ID: 236-678-6847
PO Box 1677
Columbus, NE 68602

**1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL
CALL**

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions.

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Effective Date – September 1, 2019

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2. **PRAYER**

3. **CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.**

A. Minutes of May 4, 2020, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened on May 4, 2020, at 7 p.m.

Format of this meeting was by teleconference in open and public session in order to comply with social distancing guidelines due to the COVID-19 outbreak and was intended to follow the authorization of Executive Order No. 20-03 issued by Governor Ricketts on March 17, 2020.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act was attached to the agenda packet and was accessible on the city's website. Participating in the teleconference meeting were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, and City Engineer Rick Bogus.
2. **PRAYER:** Bahr led in prayer.
3. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 3.A. **Minutes of April 20, 2020, City Council meeting.**
 - 3.B. **Reappointment of Toby Goc, Thomas Loseke, Logan Bronson, Ed Wagner, and Bill Elton (as alternate) to Board of Adjustment for three-year terms.**
 - 3.C. **Service agreement with Eaton Corporation in the amount of \$26,729.01 for uninterruptible power source at Joint Communications Center.**
 - 3.D. **Renewal of maintenance agreement with Geo-Comm, Inc. in the amount of \$48,368 for GIS services for Joint Communications Center.**

- 3.E. Resolution No. R20-39 authorizing payment of various improvement projects.** Resolution No. R20-39 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. - POLICE STATION \$2,000.00; GEHRING CONSTRUCTION & READY MIX, INC. - CONCRETE PAVING IMPROVEMENTS \$302,219.68.
- 3.F. Resolution No. R20-40 approving application of Fehringer Properties, LLC - North for agricultural deferment of special assessments relating to Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway), and Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway).** Resolution No. R20-40 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF FEHRINGER PROPERTIES, LLC - NORTH AS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF SAID SE1/4; THENCE S 00°28'34" E (ALL BEARINGS ARE REFERENCED FROM TRUE NORTH OBSERVED AT THE NORTHEAST CORNER, SECTION 36, TOWNSHIP 17 NORTH, RANGE 1 WEST), 213.16' ON THE EAST LINE OF SAID SE1/4; THENCE N 89°58'57" W, 50.00' TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 48TH AVENUE AND THE CITY OF COLUMBUS' SOUTH HIGHWAY RIGHT-OF-WAY LINE THIS BEING THE POINT OF BEGINNING; THENCE N 89°58'57" W, 1995.81' ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE N 89°58'29" W, 340.68' ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE N 89°58'57" W, 258.31' ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY TO THE WEST LINE OF SAID SE1/4; THENCE S 00°19'37" E, 290.41 ON THE WEST LINE OF SAID SE1/4 TO THE SOUTHWEST CORNER OF THE NORTH 30 ACRES OF THE SE1/4; THENCE N 89°48'47" E, 1322.74' ON THE SOUTH LINE OF THE NORTH 30 ACRES OF THE SE1/4 TO THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE N 00°24'06" W, 230.55' ON THE EAST LINE OF SAID NW1/4 SE1/4 TO THE NORTHWEST CORNER OF THE SOUTH 7 ACRES OF THE NORTH 15 ACRES OF THE NE1/4 OF THE SE1/4; THENCE N 89°48'47" E, 1272.44 ON THE NORTH LINE OF SAID SOUTH 7 ACRES OF THE NORTH 15 ACRES OF THE NE1/4 SE1/4 TO THE WEST RIGHT-OF-

WAY LINE OF SAID 48TH AVENUE; THENCE N 00°28'34" W, 16.06' ON THE WEST RIGHT-OF-WAY LINE OF SAID 48TH AVENUE TO THE POINT OF BEGINNING, CONTAINING 10.29 ACRES MORE OR LESS, FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63 (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) AND STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY).

3.G. Resolution No. R20-41 approving application of Fehringer Properties, LLC - South for agricultural deferment of special assessments relating to Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway), and Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway).

Resolution No. R20-41 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF FEHRINGER PROPERTIES, LLC - SOUTH AS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: COMMENCING AT A POINT ON THE EAST LINE OF THE SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, 30 RODS SOUTH OF THE NORTHEAST CORNER OF SAID SE1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SE1/4 20 RODS, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SE1/4 TO THE WEST LINE THEREOF, THENCE NORTH ALONG SAID WEST LINE 20 RODS, THENCE EAST TO THE PLACE OF BEGINNING, AND CONTAINING 20 ACRES ACCORDING TO GOVERNMENT SURVEY FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63 (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) AND STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY).

3.H. Resolution No. R20-42 approving Agency Agreement with Nebraska Department of Transportation, Aeronautics Division, for CARES Act Funded Grant.

Resolution No. R20-42 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGENCY AGREEMENT WITH THE NEBRASKA DEPARTMENT OF AERONAUTICS FOR GRANT NO. 3-31-0019-014-2020 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE COLUMBUS MUNICIPAL AIRPORT UNDER THE PROVISIONS OF THE FEDERAL CARES ACT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

- 3.I. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies 05/15/20 Payroll \$621,945.67; 911 Custom 2,233.00 S; Ace Hardware 1,045.50 S; Advance Auto Parts 124.41 S; Ag Spray Equip 29.12 S; Alley Poyner Macchietto 1,475.00 CP; Aqua-Chem 806.59 S; Asphalt & Concrete 2,329.50 S; Audio Video Spc 3,199.98 S; B-D Const 2,000.00 CP; Beard-Warren 110.56 S; Bibliotheca 224.86 S; Big Red Printing 62.45 S; Black Hills Energy 126.57 S; Shane Blaser 273.07 R; Bob's U-Save Pharmacy 165.00 S; BOKF NA 750.00 S; Bomgaars 753.23 S; Bound Tree Medical 611.79 S; Butler Human Services Furniture 11,378.48 CP; Central Parts 557.09 S; City of Col 6,993.36 S; Clay Hills Ag 1,781.80 S; CNC Repair 3,190.24 S; CCH 3,936.64 S; Col Plumbing 31.90 S; Col Screen Printing 243.50 S; Telegram 1,819.50 S; Col Urgent Care 280.00 S; Community Internet 45.00 S; Core & Main 12,964.26 S; Danko Emergency Equip 1,122.96 S; Dell Marketing 6,590.75 S; Eakes 375.32 S; Electronic Eng 621.53 S; Ernst Auto 69.95 S; Fastenal 33.90 S; First National Bank 344.00 S; Frontier 54.14 S; Gehring Const 305,630.33 CP,S; Steffy Ford 55.36 S; Gerhold Concrete 25.73 S; Great Plains Mgmt 2,068.05 S; Hadley-Braithwait 142.65 S; Ben Hellbusch 60.00 R; Hometown Leasing 177.97 S; ImageTrend 6,971.00 S; Ingram Library Services 308.11 S; IIMC 320.00 S; Island Supply Welding 312.34 S; Jackson Services 2,399.34 S; JEO Consulting 4,816.25 S; Ron & Sharon Johnson 21.60 R; K & S Tool 420.99 S; Kelly Supply 648.78 S; Koch Excavating 134.28 S; Brian Konecky 35.10 R; Lakeview Small Engine 224.82 S; Lincoln Winwater Works 570.30 S; Logan Contractors 5,125.00 S; J Lohr 156.54 E; Loseke Const 47.89 R; Loup Power 1,214.84 S; MacQueen Equip 1,866.91 S; Menards 986.47 S; Mid-American Research 441.00 S; MW Glass 1,025.00 S; MW Service 751.90 S; Mueller Sprinklers 475.00 S; Municipal Pipe Tool 174.10 S; NE Emergency Service 15.00 S; NE Public Health 532.00 S; NE State Fire Marshal 105.00 S; Newman Signs 1,767.88 S; NENEDD 2,622.80 G; NoSwett Fencing 114.00 S; Occupational Health 521.00 S; Officenet 11,583.63 S; O'Reilly 510.37 S; Petty Cash 5.76 E; PK Safety Supply 196.00 S; Platte Valley Humane Society 21.75 S; Presto-X 117.00 S; Quadient 1,000.00 S; Reardon 3,395.95 S; RepCo Marketing 40.80 S; Sharlene Rezac 120.00 R; Sandry Fire Supply 309.65 S; Schieffer Signs 2,905.20 S; Schuyler Sun 54.00 S; Schwing Bioset 1,755.31 S; Sears 209.68 S; Security Equip 1,933.00 S; Sherwin-Williams 373.40 S; Shevlin Supply 535.78 S; Stericycle 918.16 S; Super Bright LEDs 1,640.32 S; Lifeguard Store 83.00 S; Time Warner 312.04 R; Tire Outlet 1,016.00 S; Truck Center 1,071.21 S; Turfwerks 283.82 S; U & I Sanitation 134.50 S; David Veldkamp 22.90 R; Verizon 480.24 S; Vol Fire 331.60 E; Walmart 1,061.37 S; Waterpark Specialties 14,875.00 CP; Wellcare Health Plans 197.00 R; Wellness Council 20.95 S; Wilke Landscape 25.55 S; Zee Medical 113.30 S; Zoobean 1,370.00 S. TOTAL \$1,083,010.19
- 4. APPROVAL OF MINUTES:** Included in Consent Agenda
- 5. SPECIAL PRESENTATIONS:** None

6. PUBLIC HEARINGS:

6.A. Public hearing - Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (EKEA, LLC Redevelopment Project - Area 3). (Planning Commission recommends approval.) Andrew Willis, attorney on behalf of the redeveloper, stated that Tax Increment Financing (TIF) will be used for eligible infrastructure improvements for the development of EKEA Addition which will consist of 20 residential lots to be used for workforce housing and be completed in three phases over the next three years. The public hearing closed with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

6.A.1. Resolution No. R20-43 approving Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area. Resolution No. R20-43 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE WEST RAILROAD NEIGHBORHOOD REDEVELOPMENT AREA (THE EKEA, LLC, REDEVELOPMENT PROJECT)" was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7. PETITIONS AND COMMUNICATIONS: None

8. REPORTS OF CITY OFFICES: None

9. REPORTS OF COUNCIL COMMITTEES: None

10. REPORTS OF SPECIAL COMMITTEES: None

11. REPORTS ON LEGISLATION: None

12. NEW BUSINESS:

12.A. Comments from mayor and city council members. Bulkley announced that the May 18th city council meeting will still be held by teleconference as per Governor Ricketts executive order that is in effect through May 31st and the situation with COVID-19 will be re-evaluated to determine how future meetings will be conducted.

13. RESOLUTIONS: None

14. ORDINANCES ON FIRST READING: None

15. ORDINANCES ON SECOND READING: None

- 16. **ORDINANCES ON THIRD READING:** None
- 17. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
- 18. **UNFINISHED BUSINESS:** None
- 19. **ADJOURNMENT:** There being no further items on the agenda, the meeting was adjourned at 7:10 p.m.

Presented and approved this 18 day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

- B. Resolution No. R20-44 approving application from Herbert H. Luchsinger Jr. and Diana M. Luchsinger for agricultural deferment of special assessments relating to Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway), and Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway).

RESOLUTION NO. R20- 44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF HERBERT H. LUCHSINGER, JR. & DIANA M. LUCHSINGER, HUSBAND AND WIFE, AS THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THE SOUTH 7 ACRES OF THE NORTH 15 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63 (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) AND STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY).

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Application for an Agricultural Deferment of Herbert H. Luchsinger, Jr. & Diana M. Luchsinger, husband and wife, as the owners of the following described property, to-wit: The South 7 acres of the North 15 acres of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, relating to the special assessments for Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway) and Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway) should be and hereby is approved; the City Council having determined that said property is within an agricultural use zone and is used exclusively for agricultural use and that the owners of said property have notified the Platte County Register of Deeds of such application in writing prior to the approval being granted herein.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #45, WED#63, and SID#183 (48th Avenue)
Application for Deferral of Assessment – Herbert H. Luchsinger, Jr.
and Diane M. Luchsinger

RECOMMENDATION:

I recommend approval of the Resolution for an agricultural deferral of assessment to Ferguson Properties LLC, both north and south properties, on Sewer Extension District (SED) #45, Water Extension District (WED) #63, and Street Improvement District (SID) #183.

DISCUSSION:

The property is zoned Agricultural (AG) and used for agriculture as defined in State Statute 19-2429.

The agricultural deferrals were forwarded by the owner to the Platte County Register of Deeds.

The agricultural deferments would be terminated upon sale or transfer to a new owner who does not make a new application within 60 days of the sale of transfer in accordance with State Statute 19-2430. It would also be terminated if the agricultural zoning and land use is revised.

FISCAL IMPACT:

The deferred preliminary assessment amounts:

SED#45: \$21,146.05
WED#63: \$9,911.34
SID#183: \$18,704.52

ALTERNATIVE:

None. Approval required by State Statute.

SIGNATURE:

By: 

Approved By: Tara Vasicek

FEHRINGER & MIELAK, LLP
ATTORNEYS & COUNSELORS AT LAW
3919 25TH STREET
P. O. Box 400
COLUMBUS, NE 68602-0400

James A. Fehringer
Jason D. Mielak
Thomas M. Fehringer

Telephone (402) 563-9617
Fax (402) 563-9618

May 5, 2020

Rick Bogus, City Engineer
Columbus City Office
P. O. Box 1677
Columbus, NE 68602

Diane Kapels
Register of Deeds
2610 14th Street
Columbus, NE 68601

RE: Parcel 710022904
Ordinance 19-11 Creation of Water Extension District No. 63 and
Ordinance 19-12 Creation of Sewer Extension District No. 45
Street Improvement #183

This firm represents Herbert H. Luchsinger, Jr. and Diana M. Luchsinger of Columbus.

The Luchsingers are eligible for an agricultural deferment in accordance with Nebraska Revised Statutes §19-2427 to §19-2431 concerning the agricultural farmland described in the attached letters from the City of Columbus.

The purpose of this application is to request a deferral from the special assessments for SED #45, WED #63 and SID #183 because the farmland is within the agricultural use zone and is farmed exclusively for agricultural use.

Herbert H. Luchsinger, Jr. and Diana M. Luchsinger request the City Council of the City of Columbus to approve this application.

I remain available to discuss or communicate with you if you have any questions or comments.

Sincerely,



James A. Fehringer
For the Firm

JAF/fw - Enclosures

- C. Resolution No. R20-45 approving amendment to Community Development Block Grant No. 16-CD-201 budget to reallocate \$2,000 from Housing Management - Lead-Based Paint funds to Housing Management - Rehabilitation Management funds.

RESOLUTION NO. R20-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 16-CD-201 TO REALLOCATE \$2,000 FROM HOUSING MANAGEMENT – LEAD BASED PAINT FUNDS TO HOUSING MANAGEMENT – REHABILITATION MANAGEMENT FUNDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City received a \$516,000 Community Development Block Grant No. 16-CD-201 of which activities include purchase/rehab/resale of four single family units in a specified targeted area; and

WHEREAS, the City and NeighborWorks Northeast Nebraska entered into an agreement approved by Resolution No. R19-78 wherein NeighborWorks Northeast Nebraska is to provide services required under the grant; and

WHEREAS, all budgeted funds for Housing Management – Lead-Based Paint under this grant were not spent and those funds can be used for Housing Management – Rehabilitation Management if transferred; however, this requires an amendment to the budget that will not require additional local matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an amendment to the budget for Community Development Block Grant No. 16-CD-201 to reallocate \$2,000 from Housing Management – Lead Based Paint funds to Housing Management – Rehabilitation Management funds, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DATE: May 7, 2020
TO: City Administrator/Mayor
FROM: Mandy Gear, NENEDD
SUBJECT: 16-CD-201 Contract Budget Amendment

RECOMMENDATION:

NENEDD recommends that the Columbus City Council approves the grant contract budget amendment for 16-CD-201 and passes the corresponding resolution.

DISCUSSION:

NeighborWorks Northeast Nebraska (NWNEN) is requesting to amend the 16-CD-201 contract budget. The fourth and last property has been developed by NeighborWorks of Northeast Nebraska (NWNEN). All of the budgeted funds for Housing Management – Lead-Based Paint (LBP) were not spent but could be spent for Housing Management – Rehabilitation Management if transferred. The final property was built after 1978 which resulted in no LBP inspection/assessment/clearance costs and another property's LBP testing cost was only \$1,000 resulting in \$2,000 left in activity 0580(b) LBP. The need for this amendment is to transfer \$2,000 from Housing Management – LBP into Housing Management – Rehabilitation Management.

FISCAL IMPACT:

The City of Columbus received \$516,000 for CDBG Comprehensive Development activities which include \$35,000 for general administration, \$10,000 for construction management, \$35,000 for housing management – rehabilitation management, \$6,000 for housing management - lead based paint risk assessment/testing, \$376,250 for purchase/rehab/resale of four single family units and \$53,750 for a cast-in-place pipe sanitary sewer liner project on 48th Avenue from 11th Street to Howard Boulevard. With the approved contract amendment, the budget will change for the following activities: from \$35,000 to \$37,000 for housing management – rehabilitation management, from \$6,000 to \$4,000 for housing management - lead based paint risk assessment/testing. The total estimated project cost for Phase II, Year 2 will remain the same at \$731,000.

CONCURRENCE:

SIGNATURE: *Mandy Gear*



CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 16-CD-201 Grantee City of Columbus

DED Program Representative Jenny Mason

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization	<u>Northeast Nebraska Economic Development District</u>
Email	<u>mandy@nenedd.org</u>
Requesting Amendment #	<u>1</u> Date of Last Project Status Report (PSR): <u>12-31-2019</u>

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Water/sewer	300	\$53,750	\$215,000	\$268,750
SF PRR	531	\$376,250	\$0	\$376,250
Rehab Mgmt	580	\$35,000	\$0	\$35,000
LBP	580	\$6,000	\$0	\$6,000
Const Mgmt	380	\$10,000	\$0	\$10,000
General Admin	181	\$35,000	\$0	\$35,000
Total		\$516,000	\$215,000	\$731,000

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Water/sewer	300	\$53,750	\$215,000	\$268,750
SF PRR	531	\$376,250	\$0	\$376,250
Rehab Mgmt	580	\$37,000	\$0	\$37,000
LBP	580	\$4,000	\$0	\$4,000
Const Mgmt	380	\$10,000	\$0	\$10,000
General Admin	181	\$35,000	\$0	\$35,000
Total		\$516,000	\$215,000	\$731,000

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation		Initials	Date
Date amendment request received		Signature	
		Printed Name/Title	
<input type="checkbox"/> approved <input type="checkbox"/> denied		Date	

D. Resolution No. R20-46 amending the Standard Operating Procedures and Drug and Alcohol Testing Policy for Columbus Area Transit.

RESOLUTION NO. R20- 46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE STANDARD OPERATING PROCEDURES AND DRUG AND ALCOHOL TESTING POLICY FOR COLUMBUS AREA TRANSIT, A COPY OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus has established policies and procedures for Columbus Area Transit; and

WHEREAS, the City desires to update and amend the Columbus Area Transit Standard Operating Procedures and the Drug and Alcohol Testing Policy; and

WHEREAS, copies of the proposed amended Columbus Area Transit's Standard Operating Procedures and the Drug and Alcohol Testing Policy are attached hereto and incorporated herein by this reference.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the amendments to Columbus Area Transit's Standard Operating Procedures and the Drug and Alcohol Testing Policy, copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

HUMAN RESOURCES DEPARTMENT
Human Resources • Risk Management
Office (402) 562-4243 • Fax (402) 563-1380

DATE: May 12, 2020
TO: Honorable Mayor and City Council
FROM: Tammy Orender, Human Resources Director
SUBJECT: Update Policy and Procedures for Columbus Area Transit

RECOMMENDATION: Approve the updates made in the Policy and Procedures

DISCUSSION:

The Standard Operating Procedures and Drug and Alcohol Testing Policy that the City established and was adopted in 2018 has been reviewed by an auditor. Due to internal changes within the City, it has been recommended to fully revise the Procedures and Policy and have the current Procedure and Policy adopted. The following are changes that were made:

Standard Operating Procedure

The applicant must successfully pass pre-employment physical, drug screen and background check. The applicant must test within 24 hours of job offer.
Removed the section regarding Second Chance Policy as the City does not have A second chance.

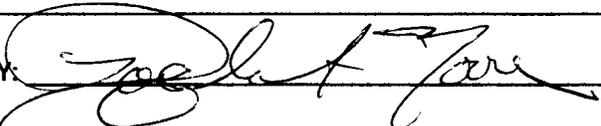
Drug and Alcohol Testing Policy

If the accident doesn't not meet FTA threshold, the drug and alcohol testing is tested as a Non-DOT Post Accident as was previously tested as a DOT Post Accident.

I am asking the Columbus City Council to review and approve the current Procedure and Policy.

SIGNATURE:

BY: _____

APPROVED BY:  _____

APPROVED BY: _____



Standard Operating Procedures Document Instructions.

This document is meant to define the Standard Operating Procedures used by the *Columbus Area Transit System* to ensure continuity and compliance of the FTA Drug and Alcohol Testing Program. The purpose is to have a working document that can help train a new Drug and Alcohol Program Manager or an Assistant and it can also be used as a reference to respond to unusual events that may occur in the management of the program.

Definitions:

ATF = Alcohol Testing Form

BAT = Breath Alcohol Technician

CCF = Custody and Control Form.

DER = Designated Employer Representative and is used interchangeable with Drug and Alcohol Program Manager (DAPM) throughout the document.

MRO = Medical Review Officer

SAP = qualified Substance Abuse Professional

1. Enter the name of your transit system in the designated area (*C.A.T*)
2. Review any highlighted area and fill in the proper information.
3. Edit the Collection Site Request Form (page 6) putting in the name/address of your collection site.
4. Be sure MRO knows your preferred method to transmit the results to the Transit System.
5. Page 2: Add you specific hiring procedures
6. Page 13 number 8: It is up to the each transit system to decide if an employee can return to duty after having participated in a post accident test. In the regulations there is no presumption of drug or alcohol use in the event of an accident unless there is reasonable suspicion.
7. Page 15: Insert your process of notifying an employee to report to the collection site because he/she has been selected to have a random test.

****All transit systems should create a post-accident kit which is available for supervisors all hours of operation. This kit should contain the following:**

- Post accident documentation form
- Federal Custody and Control Form (non-Federal form if you test for other circumstances other than the FTA standards)
- Contact information for your collection site and any other people that must be contacted in the event of an accident.
- Supervisor instruction sheet

Supervisors should be trained on their response in the event of an accident.

Columbus Area Transit System

Standard Operating Procedures FTA Procedures for Workplace Drug and Alcohol Testing Programs

PRE-EMPLOYMENT PROCEDURES FOR DRUG TESTING

Pre-Employment testing is done in three situations

1. When a person is seeking employment with C.A.T. for a safety-sensitive position.
2. When a current C.A.T. employee who holds a non safety-sensitive position is applying or bidding for transfer to a safety-sensitive position.
3. When a current safety sensitive employee has been off duty for 90 days or more **and** has been removed from the random testing pool.

The following procedures are to be followed when testing a new applicant/transfer.

1. The individual applies for a position by filling out the employment application including the **Drug Testing Acknowledgment Form and Previous Employer Drug and Alcohol Testing Release Form. The Previous Employer Release form must be forwarded to previous employers that had a Federal drug testing program.**
2. The individual fulfills C.A.T. pre-employment process and passes an interview.
 - Must successfully pass pre-employment physical, drug screen and background check.
3. The applicant is told that participating in the federal drug testing program and passing a pre-employment drug test is a condition of employment and is given a **Collection Site Request Form** and asked to report to a collection site and complete a urine test within 24 hours of the job offer. If the applicant wants testing procedure information, it should be readily available.
4. The Drug Program Administrator will keep the signed **Drug Testing Acknowledgment Form** and the signed **Previous Employer Drug and Alcohol Testing Release Form** for each applicant in a secured manner.
5. If the drug test comes back as “negative” and the **Previous Employer Drug and Alcohol Testing Release Form** has been received without any positive drug or alcohol testing history, the applicant may be hired (or begin safety sensitive duties). If the drug test comes back “positive”, the applicant cannot be hired for the position at that time. An SAP referral must be sent to the applicant as soon as possible.
6. If the **Previous Employer Drug and Alcohol Testing Release Form** is returned and there has been a positive test result in the past 24 months, the DER must ask the applicant for paperwork showing that the applicant has completed an SAP evaluation, if a Return To Duty test has been done, and Follow Up testing recommended. If the applicant is hired, it is up to C.A.T. to make sure the applicant completed an SAP evaluation and recommended treatment and passed a Return To Duty test before performing safety-sensitive duties. Additionally it is the responsibility of C.A.T. to make sure the recommended Follow Up testing is continued and completed.

The following procedures are to be followed when Pre-Employment testing a current employee in a non safety-sensitive position that is applying for transfer to a safety-sensitive position.

1. The employee bids or applies for a safety-sensitive position.
2. The employee(s) applying for the opening are interviewed and sign the **Drug Testing Acknowledgment Form and Previous Employer Release Drug and Alcohol Testing Form** (if employee has worked less than two (2) years for the Transit System)
3. The selected employee is given a **Collection Site Request Form** and asked to report to a collection site and complete a urine test within 24 hours of the job offer.
4. The Drug Program Administrator will put the signed **Drug Testing Acknowledgment Form** and the signed **Previous Employer Release Drug and Alcohol Testing Form (if employee has worked less than 2 years for the Transit System)** for each applicant is kept in a secure location.
5. When the drug test result is received from the MRO (this may take from 1 to 5 days) the Drug Program Administrator be able to start the employee on his/her new safety sensitive duties.
6. If the drug test comes back “positive”, the applicant cannot be transferred to a safety-sensitive position at that time. An SAP referral must be given to the employee as soon as possible
7. If the **Previous Employer Drug and Alcohol Testing Release Form** is returned and there has been a positive test result in the past 24 months, the DER must ask the applicant for paperwork showing that the applicant has completed an SAP evaluation, if a Return To Duty test has been done, and Follow Up testing recommended. If the applicant is hired, it is up to (company name) to make sure the applicant completed an SAP evaluation and recommended treatment and passed a Return To Duty test before performing safety-sensitive duties. Additionally, it is the responsibility of C.A.T to make sure the recommended Follow Up testing is continued and completed

City of Columbus

Pre-Employment Notification & Acknowledgement

I understand and acknowledge that I will be required to undergo a urine drug test under the authority of the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) prior to being hired or transferred into a safety-sensitive position as defined in CFR Part 655¹. I understand and acknowledge that I will not be assigned to perform a safety-sensitive function unless my urine drug test has a verified negative result.

(Print Name)

(Signature)

(Date)

Have you tested positive, or refused to test, on any DOT pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, a safety-sensitive position in the past two years? Please circle your response below:

YES

NO

If you answered YES, can you provide documentation that you successfully completed the DOT return-to-duty requirements described in 49 CFR Part 40, Subpart O? Please circle your response below:

YES

NO

(Print Name)

(Signature)

(Date)

Collection site Arrival Date _____ & Time _____

¹ A safety-sensitive function, as described in 49 CFR Part 655 Section 655.4, includes: (1) operating a revenue service vehicle; (2) operating a non-revenue service vehicle, when required to be operated by a CDL holder; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or (5) carrying a firearm for security purposes.

**PROCEDURES FOR PREVIOUS EMPLOYER DRUG
AND ALCOHOL TESTING RELEASE FORM
24 MONTH HISTORY**

1. Have the applicant sign a **Previous Employer Drug and Alcohol Testing Release Form** for each previous employer. Fill out the work history on the form.
2. Look at work history for past 2 years and determine if applicant worked in a safety-sensitive position before and if the previous employer(s) is covered by the DOT regulations for Drug and Alcohol Testing requirements. (Aviation, Trucking, Transit, Coast Guard, Railroad or Pipeline)
3. If the applicant did not work for a DOT covered employer in the past 2 years, mark "No Verification Needed" or "Not Applicable" on the form and file it in the drug-testing file.
4. If applicant did work in a safety-sensitive position before, call the previous employer or employers and determine who is the Designated Employer Representative (DER). If the applicant worked for more than one DOT agency in the past 24 months have him/her sign a release for each employer.
5. Mail or fax the signed Previous Employer Drug and Alcohol Testing Release Form to the previous employers' DERs so they can fill it out, sign it and mail or fax it back to you. The fax cover sheet and request letter should be on company letterhead.
6. Once the form is returned, review the information, making sure the form has been signed. If all boxes are checked "No" mark the form O.K. and, the date you received it, and file the finished document in a secured location with the employees/applicant's other employment drug testing records.
7. If the Previous Employer Drug and Alcohol Testing Release Form is sent back with any boxes marked "Yes" and the employee is already hired or you want to hire him/her you must get the SAP's evaluation and recommendations.

The DER must insure that the employee who has either, refused to test or tested positive in the past 2 years has completed the SAP's recommended treatment. This includes a negative result on a return to duty test and follow-up testing.

If the recommended treatment has not been completed C.A.T is obligated to finish the appropriate testing.

Keep all correspondence in secured files (drug and alcohol files must always be secured with limited access)

8. If the Previous Employer Drug and Alcohol Testing Release Form is not returned in a timely manner, call the previous employer to check on the status of the information. Document all attempts to retrieve the information. If after 2 attempts to get the form filled out and 30 days

have passed and there is no reply, mark the form with “No Response” and record the date. File the document with the employees/applicant’s pre-employment drug testing files.

EMPLOYER NAME/LOGO

Release of Information Form – 49 CFR Part 40 Drug and Alcohol Testing

Section I: To be completed by the new employer and signed by the employee, and transmitted to the previous employer.

Employee Name: _____ SS/ID Number: _____

I hereby authorize release of information from my DOT-regulated drug and alcohol testing records by my previous employer, listed in *Section I-B* to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, section 40.25.

Employee Signature

Date

I-A:

New Employer Name: _____

Designated Employer Representative: _____

Address: _____

Phone #: _____ Fax #: _____

I-B:

Previous Employer Name: _____

Designated Employer Representative: _____

Address: _____

Phone #: _____ Fax #: _____

Section II: To be completed by the previous employer and transmitted to the new employer.

II-A:

In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? Yes ___ No ___
2. Did the employee have verified positive drug tests? Yes ___ No ___
3. Did the employee refuse to be tested? Yes ___ No ___
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? Yes ___ No ___
5. Did a previous employer report a drug and alcohol rule violation to you? Yes ___ No ___
6. If you answered "Yes" to any of the above items, did the employee complete the return to duty process? Yes ___ No ___

II-B:

Person providing information in Section II-A:

Name: _____ Title: _____

Phone #: _____ Date: _____

PRE-EMPLOYMENT TESTING PROBLEMS

INSUFFICIENT VOLUME

If the applicant is unable to provide 45 ml of urine in order to complete a drug test

1. The collector must discard any insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering.
2. The collector must provide the applicant with up to 40 ounces of fluids (measured) and distributed over a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever comes first. It is not a refusal if the applicant declines to drink fluids.
3. If the applicant refuses to make another attempt, the collector must discontinue the collection and inform the DER immediately. This is a refusal to test. The DER must provide the applicant with an SAP referral.
4. If the applicant is unable to provide a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collector must discontinue the collection and notify the DER immediately. The DER must consult with the MRO and direct the applicant to obtain (within 5 working days) an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issue raised by the applicant's failure to provide a sufficient specimen. The MRO may perform this evaluation if the MRO has appropriate expertise. The MRO will review the evaluation and determine if there is a legitimate medical condition for the applicant's failure to provide a sufficient specimen. The MRO will report the results of his findings as either a cancelled or refusal to test (unless the inability to provide urine is the result of a long term disability)
5. If a refusal to test is reported, the applicant must be referred to an SAP .
6. If the test is cancelled (and there is no long term disability) another test must be taken before the hiring process can be continued.

DILUTE SPECIMEN

1. If the MRO reports a dilute positive test, the test is treated as a positive and the DER must send the applicant/employee to an SAP referral immediately; And, begin any other consequences of a positive test result stated in the policy.
2. If the MRO reports a negative drug test was dilute, a second test may be completed.
3. If the second test is reported as negative and dilute, this test must be considered negative and the test of record unless you are instructed differently by the MRO.

REASONABLE SUSPICION PROCEDURES FOR DRUG AND ALCOHOL TESTING

All employees designated as safety-sensitive under the FTA, who are reasonably suspected of being impaired by alcohol or a controlled substance during working hours, will be required to submit to a drug test and/or alcohol. The following are the guidelines for Reasonable Suspicion Testing.

1. Grounds for reasonable suspicion of impairment are those contemporaneous, objective observations of appearance, behavior, speech, or body odors that lead a supervisor to believe that the employee is using a controlled substance or has misused alcohol.
2. The FTA requires that the observations, documentation and decision to conduct reasonable suspicion testing be made by a supervisor who has been trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and /or behavior that are associated with use.
3. Once the decision to Reasonable Suspicion test has been made, the trained supervisor should immediately, and as confidentially as possible, remove the employee from their safety-sensitive duties.
4. The supervisor should then notify the DER of the impending test and request arrangements be made for testing.
5. The employee in question will then be driven to the collection site by the supervisor or another designated company employee.
6. The supervisor shall document all observations and information which create reasonable suspicion when an employee is suspected of being impaired by alcohol or a controlled substance. The documentation should be submitted to the DER immediately after the suspected employee has undergone testing. The employee in question should **Not** be returned to safety sensitive duties until the test results are reported back to the DER.

See Confidential Reasonable Suspicion Documentation Form on page 11.

ALCOHOL TESTING

7. Alcohol tests should be performed just prior to, during or just after the performance of safety sensitive duties. A Breath Alcohol Technician (BAT) administers a breath alcohol test to the employee. If the breath alcohol test is not administered within two hours following the incident, documentation must be prepared and maintained on file stating the reason the test was not promptly administered. If the test is not performed within eight hours of the incident all attempts shall cease. If the test is performed and the breath alcohol concentration is 0.02 or greater on the screening test, the BAT must do a confirmatory test between 15 and 30 minutes of the completion of the screening test. If the confirmation test is 0.02 or greater, the BAT must immediately notify the DER. The DER then ensures they employee is taken of safety sensitive duty.

8. If the employee has a confirmed breath alcohol concentration of 0.02 or greater, the supervisor who took the employee in for testing will drive the employee home.
9. FTA requires that an employee with a confirmed alcohol result of 0.02 or greater but less than 0.04 must be off duty for 8 hours or his next shift whichever is greater. If the confirmed alcohol test result is 0.04 or greater it is considered a positive test result and he must be removed from safety sensitive duty and referred to a SAP.

DRUG TESTING

10. A supervisor will take the employee to the collection site immediately. If the collection has not been performed within 32 hours after the incident, all attempts to do testing must cease.
11. After the drug testing is completed, the supervisor will take the employee home. The employee cannot return to his/her safety-sensitive position until a negative result has been received from the MRO.

Confidential Reasonable Suspicion Documentation Form

This form is to be prepared each time there is an occasion to send an employee for a reasonable suspicion drug and alcohol test.

Employee's Name: _____

Date of Observation: _____ Time from: _____ until: _____

Location: _____

Observed behavior: (check all that apply):

Presence of Drugs, Drug Paraphernalia and/or Open Container of Alcohol: _____

Physical Observations:

drowsiness	noticeable weight loss/lack of appetite
dilated pupils	unsteady walk/loss of physical control
constricted pupils	ravenous appetite
red eyes	profuse sweating
runny nose/chronic nasal problems	odor of alcohol
odor of marijuana	

Behavioral Observations:

personality change	slurring speech
moodiness	rapid speech
alienation	incoherent
combativeness	whispering
panic reactions	silence
neglect of personal hygiene	slow speech
depression	

Performance Observation:

unable to concentrate	loss of interest
errors in judgment	impaired reasoning

Notes: _____

Was a reasonable suspicion drug and/or alcohol test performed?

Yes, Where/when? _____

No, Why not? _____

This report documents the physical, behavioral and performance indicators of the above named employee, observed by me on which I base my decision to require (or not) the employee to submit to a reasonable suspicion test.

Signature of supervisor observing

Signature of supervisor/witness

Date

Date

POST-ACCIDENT PROCEDURES FOR DRUG AND ALCOHOL TESTING

The FTA regulations require that any employee covered by this policy immediately submit to tests for controlled substances and alcohol if he or she is involved in an accident (regardless of whether or not the vehicle is in revenue service). Under Federal Regulations an accident is defined as an occurrence associated with the operation of a vehicle in which:

1. There is a fatality as a result of the accident
2. An individual involved in the accident/incident suffers injuries that require medical treatment away from the scene of the accident.
3. The public transit vehicle involved is a bus, electric bus, van or automobile in which one or more vehicles incurs disabling damage as a result of the accident and must be transported from the scene of the accident by a tow truck or other vehicle.
4. The public transit vehicle involved is a railcar, trolley bus or vehicle and is removed from revenue service.

This includes safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. Post accident testing is required for any accident in which an individual dies. Post accident testing is required for any non-fatal accident unless the employee's behavior can be completely discounted as a contributing factor to the accident. Full documentation on the Accident/Incident Form must be made as to why the employee is discounted as a contributing factor and not tested.

If any of the situations listed above have occurred, post accident testing is mandatory for the fatal accidents/incidents and any accident/incident in which the employee is/or can not be completely discounted. The following procedures must be followed.

1. The employee involved in the accident must immediately notify dispatch.
2. A street supervisor is dispatched to the scene of the accident with all the necessary documentation available.
3. Dispatch notifies the DER of the impending test.
4. The supervisor will begin to complete the **Accident /Incident Documentation Form**. This form must be used to document each accident/incident even if no testing takes place.
5. A street supervisor will take the employee to a drug and alcohol testing site.
6. If the employee is being treated at the hospital, the street supervisor will contact the DER and inform him/her of the situation. If the employee is able to be tested, the DER should remind the supervisor to request that the alcohol test be done first; if the breath alcohol test is not administered within two hours following the accident, documentation must be prepared and maintained on file stating the reasons the test was not promptly administered. If the employee has not been tested for

alcohol within 8 hours following the accident all attempts to alcohol test must cease. If the test is performed and the breath alcohol content is 0.02 or greater on the initial test, the BAT must perform the confirmation test no less than 15 minutes and no more than 30 minutes after the initial test was performed. If the confirmation test is 0.02 or greater, the BAT must notify the DER immediately.

If the urine collection has not been performed within 8 hours following the accident, the Street Supervisor needs to prepare and maintain documentation as to why the test has not yet been performed. If the urine collection has not been performed within 32 hours after the accident, all attempts must cease.

****If the covered employee is unable to give consent to be tested due to being injured and unconscious or dead, DO NOT proceed with testing by catheterization or any other means. The federal rules also prohibit catheterization of a conscious employee. If you are unable to get employee consent within the time frames allowed for testing, you must document the reason for not testing on the Accident/Incident Documentation Form.**

7. After the drug test is completed, the street supervisor will take the employee home if the employee is release.
8. The employee will return to work after the drug test results are negative.

A safety-sensitive employee involved in an accident that requires drug and alcohol testing must remain readily available for testing. If the employee does not do so, the employer can treat such behavior as a refusal to submit to testing. This does not mean that the employee cannot leave the scene of the accident to obtain emergency medical assistance or that medical attention will be delayed for an injured employee.

In the event of a non-fatal accident the supervisor may determine that the safety sensitive employee involved was not a contributing factor in the accident/incident event. The supervisor will discuss the situation with the DER and may decide not to test the employee.

In rare circumstances where law enforcement personnel have tested the employee for drugs and alcohol, the company may accept those results if law enforcement personnel will release the information.

Accident/Incident Documentation Form

Date of accident/incident: _____ Time of accident/incident: _____

Location of accident/incident: _____

Description of accident/incident: _____

Employees (other people) involved in the accident/incident: _____

Witnesses: _____ Phone Number: _____

_____ Phone Number: _____

-
1. Was there loss of life as a result of the accident? Yes , No
 2. Was medical treatment provided (away from the scene of the accident) as a result of the accident/incident? Yes , No
 3. Was there disabling damage to any of the involved vehicles? Yes , No

If you answer yes to any of the above questions the FTA requires drug and alcohol testing

- Was an alcohol test performed within 2 hours? Yes _____ (date & time).
No , Why not? _____

- Was a drug test performed within 32 hours? Yes _____ (date & time).
No , Why not? _____

Can the covered employee(s)' conduct be completely discounted as contributing factor to the accident/incident? Yes , No .

*If yes and the accident was non-fatal, the supervisor does not have to test the employee. However, document the reasoning for not testing the covered employee(s) involved. *Note: You must always test in the event of a fatality.

Reason for Not Testing: _____

Was post-accident testing done under the company policy authority or FTA ?

Was law enforcement involved? Yes , No , if yes, badge Number: _____

Name of the authority: _____

Notes: _____

Supervisor

Date

RANDOM PROCEDURES FOR DRUG & ALCOHOL TESTING

Any employee designated as safety-sensitive under the FTA Policy is subject to selection for drug testing at any time on a random basis. Random alcohol testing must take place just prior, during or immediately following the performance of a safety sensitive duty. The following is a procedural guide to help supervisors when an employee is selected for random testing.

1. The DER will call the supervisor the same day that the employee must undergo a random test. The supervisor will be told if it is a random drug, alcohol, or drug and alcohol test, the location of the collection site to send the employee and the time they are to report for the test.
2. Right before the time that the employee is to be tested, the supervisor will notify the employee they have been randomly selected for a test. **No prior knowledge can be given to the selected employee.** The employee will be given directions to the collection site and instructed to report there immediately. The employee will be given a Collection Site Request Form to take to the collections site indicating the type of test and what tests are needed. They may also be given the appropriate drug testing supplies if they are not stocked at the collection site.
3. The supervisor will note the date and time the employee was given the instructions to report for random testing and report that information to the DER. The supervisor should also remind the employee that he/she must report to the collection site immediately.
4. If the employee chosen for random testing is unavailable to be tested due to vacation, sick leave, etc., the supervisor will wait for the return of the employee to conduct the test. If the employee will not be returning to work during the testing period, the supervisor will notify the DER so that another employee can be chosen for random testing.
5. If the employee refuses to go for the random test when directed or does not show up at the collection site in the allotted time, the DER should be notified and it will be considered a refusal to test with the same consequences as a positive test.
6. **Every attempt should be made to ensure that random testing is done all hours of operation; all days that service is provided.**
7. A spreadsheet is kept by the DER documenting each testing event. Included in the information is the time the employee is notified and the time and day of the test. This form is used as a tool to help keep track of the random testing times as well as the receipt of the documentation from the collection site and MRO.

PROCEDURES FOR RECEIVING RESULTS

1. Drug results will be sent to the DER's office by *secured fax, secure email or by confidential mail*. Be sure your results are transmitted to you in a secured manner. If the result is positive, the MRO will call before sending the result and inform the DER of the positive result. The DER contacts the employee and immediately removes him/her from safety-sensitive duties. The employee must be referred to a qualified Substance Abuse Professional (SAP).
2. The employer copy of the Custody and Control Form (CCF) should be sent directly to the DER from the collection site within 1 day of the collection.
3. Breath Alcohol testing results will be faxed or mailed in an envelope to the attention of the DER marked "confidential". Positive alcohol test results must be reported immediately by phone by the BAT when the test is performed. The employer's copy of the Breath Alcohol Testing Form (ATF) will be faxed or mailed by the collection site in the U.S. mail.
4. The DER must fax the copy of ATF to your Third Party Administrator/Consortium..
5. Match the drug test results from the MRO with blue copy (employer's copy) of the CCF form
6. After receiving drug and alcohol results, the DER verifies the identifying information on the test result and reviews the employer copy of the CCF for any obvious errors; for example: illegible employer copy, shadow dates and initials on the bottom of the form or not specifying the courier the specimen was released to. Report any errors to collection site for correction.
7. File the CCF, Breath Alcohol Testing Form and drug testing results in a secured file according to date tested until all copies of the records are received.
8. Pre-Employment Results:
Match the social security number on all paperwork. Enter results in the system* (**note the spreadsheet for recording testing information*). File the results, employer copy of the CCF and other signed forms in a secured location.
9. Random and Follow-Up Test Results:
Enter result in system*. Keep the random list generated each period and document the reason why any person was selected but not tested.
10. Post Accident Test Results:
Enter result in system*. File with Post Accident/Incident Form in secure location.
11. Reasonable Suspicion Test Results:
Match the social security number and enter results in the system*. Inform supervisor to return the employee to duty if the result is negative. If the result is positive follow appropriate procedures for positive test results. Enter result in system*. File with the Reasonable Suspicion Documentation Form in secure location.

12. POSITIVE TEST RESULT - SAP referral forms:

Any employee who receives a positive result or refuses to be tested must be referred to a SAP. The DER will fill out the SAP referral form on page 21 and ask the employee to sign the form. A copy of the signed form should be kept attached to the positive test result or refusal documentation.

ALL RESULTS AND PAPERWORK PERTAINING TO DRUG AND ALCHOL TESTS ARE SECURED IN LOCKED FILE CABINET IN THE DER'S OFFICE.

GENERAL INFORMATION

A Refusal to test can include a variety of behaviors, including;

- verbal or written refusal
- physical absence
- an inability to provide a urine specimen or breath sample without a valid medical explanation
- failure to undergo a medical evaluation or an observed collection when required
- obstructive behavior
- failure to provide a urine sample
- not reporting to the collection site in the time allotted (except in the case of pre-employment)
- not remaining at the collection site until the completion of the process
- failure to sign step 2 of the alcohol test form
- failure to permit monitoring or direct observation when appropriate
- leaving the scene of an accident prior to submitting to a post-accident test when required
- failure to take a second test as directed by the collector or employer
- having an adulterated or substituted test result verified by an MRO.
- employee admitting to the collector/MRO that he/she adulterated or substituted their specimen
- employee behaves in a confrontational way that disrupts the collection process
- failure to follow the observer's instructions to raise and lower their clothing and to turnaround to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process.
- the employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process
- the employee refuses to wash his or her hands after being directed to do so.

A refusal to test will be treated the same as a positive test result.

Observed Collection Protocol:

The Federal Guidelines state that employees having observed collections must be instructed to raise clothing, just above the navel; lower clothing, to mid-thigh; then turn around to show the same gender observers they do not have prosthetic devices for beating the tests. If no device is detected, the employee is permitted to return clothing to its proper observed-collection position. Then the observed collection will take place. The following are the circumstances in which an observed collection will take place.

- All return-to-duty tests (second chance policy);
- All follow-up tests (second chance policy);
- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;

- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- The employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device."



Acknowledgment of Referral of Substance Abuse Professional

I, _____, The undersigned, acknowledge that the below indicated circumstance, or circumstances, (so indicated by a check) has resulted in my being referred to the following Substance Abuse Professional.

- having a verified positive drug test result on _____(date)
- having refused to submit to a drug and/or alcohol test on _____(date)
- reporting for duty or remaining on duty (performing safety sensitive functions) having a positive alcohol concentration of 0.04 or greater on _____(date)

Name of Substance Abuse Professional _____

Address _____

Telephone _____

Name of Substance Abuse Professional _____

Address _____

Telephone _____

This action is taken in accordance with provisions 49 CFR part 40.

Acknowledged this _____ day of _____, 200_____

Signature of Employee _____

Referring Supervisor _____

**DRUG AND ALCOHOL TESTING POLICY
COLUMBUS AREA TRANSIT
Adopted as of June 4, 2018**

A. PURPOSE

- 1) The Columbus Area Transit provides public transit and paratransit services for the residents within city limits of Columbus, NE. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Columbus Area Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Columbus Area Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Columbus Area Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

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A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

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Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated

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but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

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Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.

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- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.

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- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators

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of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
 - b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Columbus Area Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
 - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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- 7) Columbus Area Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Columbus Area Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Columbus Area Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Columbus Area Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Columbus Area Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Columbus Area Transit. If a legitimate explanation is found, the MRO will report the test result as negative.

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- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Columbus Area Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Columbus Area Transit will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

- 8) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Columbus Area Transit that there was not an adequate medical explanation for the result;

- ii. The MRO reports to Columbus Area Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test

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by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Columbus Area Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Columbus Area Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Columbus Area Transit* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Columbus Area Transit* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered

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employer, the applicant must provide Columbus Area Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Columbus Area Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Columbus Area Transit authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Columbus Area Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Columbus Area Transit
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol

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or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Columbus Area Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Columbus Area Transit. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) **NON-FATAL ACCIDENTS** - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test.

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The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

If the accident does not meet FTA threshold, the drug and alcohol testing is tested as a Non-DOT Post Accident.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Columbus Area Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Columbus Area Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under

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company authority will be selected from a pool of non-DOT-covered employees.

- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Columbus Area Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Columbus Area Transit authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Columbus Area Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a

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test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the

05/2020

test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-

05/2020

sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Columbus Area Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Columbus Area Transit and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Columbus Area Transit.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

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- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Columbus Area Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Columbus Area Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on

behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Columbus Area Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Columbus City Council on June 4, 2018.

City Council

Attachment A

Job Title Job Duties Testing Authority

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Human Resource Director Drug and Alcohol Program Manager

Name: Human Resource Director
Title: Designated Employer Representative
Address: 2424 14 St Columbus, NE 68601
Telephone Number: 402-562-4243

Medical Review Officer

Name: A.A. Armstrong M.D.
Title:
Address: 1321 Broadway, Scottsbluff NE 69361
Telephone Number: 308-632-7411

Substance Abuse Professional

Name: Juanita Rodriguez
Title:
Address: 1321 Broadway, Scottsbluff NE 69361
Telephone Number:

HHS Certified Laboratory Primary Specimen

Name:
Address:
Telephone Number:

HHS Certified Laboratory Split Specimen

Name:
Address:
Telephone Number:

E. Resolution No. R20-47 authorizing payment of various improvement projects.

RESOLUTION NO. R20- 47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT:

B-D Construction, Inc.	Fire Station	\$327,116.70
B-D Construction, Inc.	Fire Station	\$270,912.64
Eriksen Construction Co., Inc.	WWTF Phase 4	\$183,034.20
Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$ 77,389.00

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska, hereby find and determine that pursuant to contract, labor, equipment, and materials have been furnished for improvements in the following designated districts and projects within said City, to wit:

B-D Construction, Inc.	Fire Station	\$327,116.70
B-D Construction, Inc.	Fire Station	\$270,912.64
Eriksen Construction Co., Inc.	WWTF Phase 4	\$183,034.20
Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$ 77,389.00

that the respective Special Engineer has prepared and filed with the City Clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the said improvements in the aforesaid districts and projects and the respective certificate of progress be and are hereby accepted and adopted; that a check be issued and made payable to the respective contractor in the amount and in the manner as set forth in the respective certificate of progress; that each check shall be drawn on the appropriate and respective fund; that each check shall be redeemed and paid upon collection of special assessments and sale of various purpose bonds at the completion of each of said districts and projects.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

TO (OWNER): City of Columbus, NE
2424 14th Street
COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 20
PERIOD TO: 3/31/2020

DISTRIBUTION TO:
- OWNER
 ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): Williams Spurgeon Kunt & Freshnook
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	7,634,360.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	7,141,169.81
5. RETAINAGE:		
a. 5.51 % of Completed Work	\$	392,889.65
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	392,889.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	6,748,280.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	6,421,163.46
8. CURRENT PAYMENT DUE	\$	327,116.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$	886,079.81

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR, B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

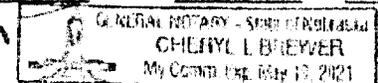
By: Bryan L. Kearney Date: 3.30.20
Bryan L. Kearney, Treasurer

State of: NE

County of: Platte

Subscribed and Sworn to before me this 31st Day of March 2020

Notary Public: Cheryl L. Brewer
My Commission Expires May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 327,116.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: WSP ARCHITECTS, INC
By: [Signature] Date: 4.9.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Revised 5/5/20

CIP 20-88
211-211-57550-20088

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

TO (OWNER): City of Columbus, NE
2424 14th Street
COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 21
PERIOD TO: 4/30/2020

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnack
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	7,634,360.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	7,412,082.45
5. RETAINAGE:		
a. 5.30 % of Completed Work	\$	392,889.65
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	392,889.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	7,019,192.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	6,748,280.16
8. CURRENT PAYMENT DUE	\$	270,912.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	615,167.20

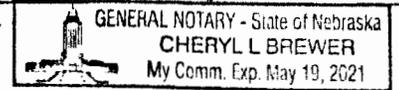
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney Date: 4.30.20
Bryan L. Kearney / Treasurer

State of: NE
County of: Platte
Subscribed and Sworn to before me this 30th Day of April 20 20
Notary Public: Cheryl L Brewer
My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 270,912.64

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: WSKF ARCHITECTS INC
By: [Signature] Date: 5.7.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CIP 20-88
211-211-57550-20098



COPY

Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 19	Application Period: 04/01/20 to 04/30/20

Application for Payment

Change Order Summary

Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
TOTALS		\$ -	\$ -
NET CHANGE TO CONTRACT BY CHANGE ORDERS			\$ -

Change Orders Approved for Allowance Modifications

1	12/13/18	\$ 16,011.00	
2	12/05/19	\$ 43,653.00	
3			
4			
5			
TOTALS		\$ 59,664.00	\$ -
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS			\$ 59,664.00
ALLOWANCE REMAINING :			\$ 40,336.00

1. ORIGINAL CONTRACT PRICE	8,850,686.00
2. Net change by Change Orders	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	8,528,846.00
5. RETAINAGE: (Retainage Held through Pay App 13)	676,573.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	7,852,272.15
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	7,669,237.95
8. AMOUNT DUE THIS APPLICATION	183,034.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	998,413.85

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Eriksen Construction Company, Inc.

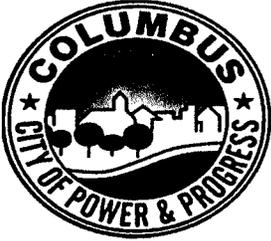
By: <i>Casey Ackermann</i>	Date: 4/27/20
Casey Ackermann	

Payment of:	is recommended
\$ 183,034.20	
HDR	Date:
By: <i>Amit Shrivastava</i>	04/30/20

Payment of:	is recommended
\$ 183,034.20	
City of Columbus	Date:
By: <i>Rubén B...</i>	5/1/20

500-501-57200-20097

Contractor's Application and Certificate of Payment



Contractor's Application for Payment No: 4		
Application Period: 4/21/20 to 5/5/20		
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Via (Engineer): Rick Bogus
Project Name: Concrete Paving Improvements 2020		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: CIP 20-71

Application For Payment

Change Order Summary

Change Orders Approved by Owner:		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE		

1. ORIGINAL CONTRACT PRICE.....	\$	1,306,533.20
2. Net change by Change Orders.....		
3. Current Contract Price (Line 1 ± 2).....	\$	1,306,533.20
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	750,407.40
5. RETAINAGE: (Capped at 10% of 50% of Contract)	\$	65,326.66
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	685,080.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	607,691.74
8. AMOUNT DUE THIS APPLICATION.....	\$	77,389.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5 above).....	\$	621,452.46

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gehring Construction & Ready Mix Co., Inc.

By: Stephen Anderson Date: 5-5-20

Printed/Typed Name: Stephen Anderson

Payment of: \$ 77,389.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 77,389.00
(Line 8 or other - attach explanation of the other amount)

is approved by: Richard Bogus (Owner) 5/8/20 (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)

F. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2019 TO 04/30/2020
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 04/30/2020
100	GENERAL FUND	7,446,626.72	90,985,342.99	92,982,164.33	5,449,805.38
160	PLATTE CO LIBRARY SERVICE	60,589.17	104,471.98	110,008.67	55,052.48
189	PERPETUAL CARE	77,395.40	1,295.77	600.00	78,091.17
200	STREETS/ENGINEERING	691,955.98	5,315,357.32	5,698,868.08	308,445.22
205	AIRPORT	851,978.65	437,955.02	355,329.98	934,603.69
210	SALES TAX	7,337,181.39	4,077,374.09	2,640,609.93	8,773,945.55
211	1/2 CENT SALES TAX	11,135,922.28	9,100,911.41	14,179,240.95	6,057,592.74
220	COMMUNICATIONS - E911	(114,771.79)	1,455,080.83	1,347,512.80	(7,203.76)
221	COMMUNICATIONS - WIRELESS E911	(15,735.42)	92,348.79	164,038.24	(87,424.87)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,380.82)	10,878.00	10,929.64	(4,432.46)
240	HOUSING REHAB & LOANS	93,552.44	1,990,232.49	1,818,593.93	265,191.00
250	ECONOMIC DEVL REUSE	94,310.41	95,644.77	189,444.52	510.66
260	PROGRESS AND JOBS GROWTH	1,055,940.43	677,043.65	313,100.00	1,419,884.08
270	KENO	843,741.78	568,396.61	552,851.80	859,286.59
400	DEBT SERVICE FUND	922,524.96	877,284.25	1,359,912.50	439,896.71
480	COMMUNITY REDEVL AUTH	29,433.13	15,381.71	53,330.73	(8,515.89)
500	UTILITY SERVICE	16,017,550.45	18,479,404.34	21,466,333.19	13,030,621.60
520	WATER	10,020,149.80	5,102,783.72	4,607,516.96	10,515,416.56
530	LOUP DISTRIBUTION	2,258,176.54	2,105,755.44	3,243,791.24	1,120,140.74
560	STORMWATER UTILITY	172,576.81	392,284.61	232,940.01	331,921.41
570	SOLID WASTE DIVISION	1,497,115.14	2,123,727.13	1,717,921.75	1,902,920.52
600	HEALTH INSURANCE	1,897,124.99	812,898.82	457,263.72	2,252,760.09
700	POLICE PENSION	58,709.23	927.78	400.00	59,237.01
710	FIRE PENSION	40,520.27	19,107.48	20,247.00	39,380.75
730	LICENSES TO SCHOOLS	4,830.00	13,540.00	8,620.00	9,750.00
750	GERRARD PARK TRUST	139,819.82	5,458.17	15,028.10	130,249.89
999	PAYROLL CLEARING	7,690.07	5,035,940.46	4,989,588.13	54,042.40
	TOTAL - ALL FUNDS	62,620,527.83	149,896,827.63	158,536,186.20	53,981,169.26

G. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48722	COLUMBUS FAMILY RESOURCE CTR	04/30/2020	05/19/2020	9,129.00	9,129.00	Open	N
48791	CORE & MAIN LP	05/06/2020	05/19/2020	5,073.54	5,073.54	Open	N
48723	DUNBAR DOUGLAS	04/30/2020	05/19/2020	6,308.00	6,308.00	Open	N
49043	LOUP POWER DISTRICT	05/06/2020	05/19/2020	9,180.27	9,180.27	Open	N
48582	M & L INC	05/01/2020	05/19/2020	5,243.10	5,243.10	Open	N
48725	M & L INC	05/01/2020	05/19/2020	0.00	0.00	Void	N
48753	PETE LIEN & SONS INC.	04/29/2020	05/19/2020	5,608.58	5,608.58	Open	N
48861	SIPPLE, HANSEN, EMERSON,	05/07/2020	05/19/2020	7,017.30	7,017.30	Open	N
49195	SYSCO LINCOLN	04/17/2020	05/19/2020	5,984.50	5,984.50	Open	N
# of Invoices:	9	# Due:	8	Totals:	53,544.29	53,544.29	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					53,544.29	53,544.29	

--- TOTALS BY FUND ---

100 - GENERAL FUND	28,438.80	28,438.80
500 - UTILITY SERVICE	14,788.85	14,788.85
520 - WATER	5,073.54	5,073.54
570 - SOLID WASTE DIVISION	5,243.10	5,243.10

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	7,017.30	7,017.30
103 - COLUMBUS COMMUNITY CENTER	15,113.50	15,113.50
155 - VAN BERG GOLF	2,082.00	2,082.00
156 - QUAIL RUN GOLF	4,226.00	4,226.00
501 - WASTEWATER TREATMENT FAC	14,788.85	14,788.85
520 - WATER	5,073.54	5,073.54
570 - TRANSFER STATION	5,243.10	5,243.10

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 05/19/2020	A TO Z MESSAGING INVOICE	11210	LOCATE FEES	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
10287 05/19/2020	AC&L SPRINKLERS PLUS LLC INVOICE	2413	SPRINKLER START UP AT SOUTH STATION	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
00116 05/19/2020	ACE HARDWARE & GARDEN CNT INVOICE	168557/5	SUPPLIES	42.17	
05/19/2020	INVOICE	168565/5	SUPPLIES	0.56	
05/19/2020	INVOICE	168547/5	SUPPLIES	21.60	
05/19/2020	INVOICE	168571/5	SUPPLIES	86.93	
05/19/2020	INVOICE	168569/5	CEMENT GLUE	6.59	
05/19/2020	INVOICE	168648/5	HANGING SUPPLIES	8.18	
05/19/2020	INVOICE	168639/5	PAINT SUPPLIES	71.83	
05/19/2020	INVOICE	168638/5	WASHER	3.49	
05/19/2020	INVOICE	168653/5	PAD STRIPS, GLOVES	14.95	
05/19/2020	INVOICE	168665/5	DRILL BITS	8.58	
05/19/2020	INVOICE	168628/5	TRASH CAN LINERS FOR RAG CAN	35.98	
05/19/2020	INVOICE	168681/5	SUPPLIES	6.40	
05/19/2020	INVOICE	168698/5	PAINT SUPPLIES, CABLE TIES	35.52	
05/19/2020	INVOICE	168690/5	GREAT STUFF BIG GAP 12OZ	13.77	
05/19/2020	INVOICE	168706/5	GRAFFITI REMOVER	39.96	
05/19/2020	INVOICE	168705/5	BOWL CLEANER	2.99	
05/19/2020	INVOICE	168721/5	WEED AND FEED	50.99	
05/19/2020	INVOICE	168729/5	TRIMMER LINE	31.99	
05/19/2020	INVOICE	168736/5	MARK FLAG ORG 100 PK	9.99	
05/19/2020	INVOICE	168755/5	PAINT SUPPLIES	12.58	
05/19/2020	INVOICE	168753/5	CAT 6 CABLE	54.99	
05/19/2020	INVOICE	168764/5	GORILLA TAPE, TRASH BAGS	26.98	
05/19/2020	INVOICE	168877/5	TIE DOWN RTCH ORG 15' 2PK	17.99	
05/19/2020	INVOICE	168867/5	KEY KWIKSET KW1-ACE 250 PK	13.74	
05/19/2020	INVOICE	168868/5	AUTO-CUT C 26-2	33.99	
05/19/2020	INVOICE	168857/5	PROPANE	115.71	
05/19/2020	INVOICE	168810/5	PAINT SUPPLIES	23.97	
05/19/2020	INVOICE	168775/5	PVC NIPPLES	13.05	
05/19/2020	INVOICE	168803/5	TOTES	29.93	
05/19/2020	INVOICE	168809/5	KEY YALE Y1 ACE	13.74	
05/19/2020	INVOICE	168804/5	SLEDGE HANDLE-WOOD	12.99	
			Total:	862.13	
			Net of 31 Invoices / 0 Checks	862.13	
03104 05/19/2020	ACE SANITATION SERVICE INC. INVOICE	4931	APRIL GARBAGE SERVICE	39.00	
05/19/2020	INVOICE	4933	APRIL GARBAGE SERVICE	39.00	
05/19/2020	INVOICE	4932	APRIL GARBAGE SERVICE	39.00	
			Total:	117.00	
			Net of 3 Invoices / 0 Checks	117.00	
00180	ADVANCE AUTO PARTS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	5606012062036	PANEL AIR ELEMENT	20.98	
05/19/2020	INVOICE	5606009884978	AIR / OIL FILTERS	24.48	
05/19/2020	INVOICE	5606012185585	FUEL FILTER	10.67	
05/19/2020	INVOICE	5606012132604	TAPE AND ACETONE	39.91	
05/19/2020	INVOICE	5606012262088	AIR CARE BLACK CHROME/AIR RE-FRESHNER	13.18	
05/19/2020	INVOICE	5606012262091	FILTERS	34.81	
05/19/2020	INVOICE	5606012862206	FLUSH AND REFRIGERANT	301.23	
05/19/2020	INVOICE	5606009761641	AIR FILTER #28	24.67	
05/19/2020	INVOICE	5606011261905	OIL AND OIL FILTER #86	62.78	
05/19/2020	INVOICE	5606012862203	A/T LINE FLUSH #12	11.95	
05/19/2020	INVOICE	5606012862204	AIR FILTER #29	18.25	
05/19/2020	INVOICE	5606012862205	TRAILER BALL, BALL MOUNT - UNIT 60	38.93	
Total:				601.84	
Net of 12 Invoices / 0 Checks				601.84	
00102	AG SPRAY EQUIPMENT				
05/19/2020	INVOICE	235815	IMPELLER, REPAIR KIT	304.00	
Total:				304.00	
Net of 1 Invoices / 0 Checks				304.00	
00501	AMAZON				
05/19/2020	INVOICE	449956545496	PACKARD 5.12 IN DIAMETER MOT - AQC	153.13	
05/19/2020	INVOICE	935868663987	CREDIT	(6.99)	
05/19/2020	INVOICE	597867346654	JCC SUPPLIES	30.44	
05/19/2020	INVOICE	468777796755	WALL PLATE-FD	125.86	
05/19/2020	INVOICE	439636535835	SHIELD SCREEN PROTECTOR-WU	7.85	
05/19/2020	INVOICE	454586848638	HP TONER-PD	99.99	
05/19/2020	INVOICE	685848349454	IT SUPPLIES	21.91	
05/19/2020	INVOICE	954477764334	USB CABLE - WU	11.99	
05/19/2020	INVOICE	545493586938	TELEDYNE LAARS HOT SURFACE IGN-AQC	93.12	
05/19/2020	INVOICE	463994398446	CABLE MATTERS UL LISTED 5-PK - FD	7.91	
05/19/2020	INVOICE	693687996687	BRONAGRAND 3 RCA FEMALE JACK	8.99	
05/19/2020	INVOICE	437386578594	XEROX TONER/PHASER 6600 - WTR	302.94	
05/19/2020	INVOICE	858863655856	DYMO LABEL/PANDUIT KWPY 1-GANG KEYSTONE - F	109.64	
05/19/2020	INVOICE	663873838544	MEDICAL SUPPLIES - FD	289.90	
05/19/2020	INVOICE	795498756398	IQ SHIELD SCREEN PROTECTOR - WU	7.85	
05/19/2020	INVOICE	465673668943	MATERIALS	27.48	
05/19/2020	INVOICE	568579637994	COLORWING COMPATIBLE LABEL TAP	38.28	
05/19/2020	INVOICE	456353694878	MATERIALS	13.57	
05/19/2020	INVOICE	647795496737	MATERIALS	258.69	
05/19/2020	INVOICE	434687568876	USB DESKTOP MICROPH, HD WEBCAM W/ MICROPH	121.87	
05/19/2020	INVOICE	797853785577	MATERIALS	17.65	
05/19/2020	INVOICE	454997573957	MATERIALS	83.32	
05/19/2020	INVOICE	693598985393	MATERIALS	97.99	
05/19/2020	INVOICE	734434965576	MATERIALS	30.96	
05/19/2020	INVOICE	639457654498	AKASO EK7000 4K WIFI SPORTS AC	49.99	
05/19/2020	INVOICE	438596374535	SPYRO REIGNITED TRILOGY - NINTENDO	45.72	
05/19/2020	INVOICE	567968347679	FIFA 19 - XBOX ONE	14.70	
05/19/2020	INVOICE	544378888887	SONIC MANIA PLUS - XBOX ONE	35.86	
05/19/2020	INVOICE	876394569739	ARK SURVIVAL EVOLVED - NINTENDO	31.24	
05/19/2020	INVOICE	683395868747	MURDER PRINCESS	13.61	
05/19/2020	INVOICE	795483684883	PAW PATROL/CARS 3 - XBOX ONE	58.98	
05/19/2020	INVOICE	988767798458	MINECRAFT - NINTENDO SWITCH	43.93	
Total:				2,248.37	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 32 Invoices / 0 Checks	2,248.37	
00278 05/19/2020	AWARDS & ENGRAVING INVOICE	6499	TREE PLATES-KOSINSKE, V SMITH	27.50	
			Total:	27.50	
			Net of 1 Invoices / 0 Checks	27.50	
02344 05/19/2020	BAIRD HOLM LLP INVOICE	247981	POLICE PENSION PLAN - MATTER C5395-00011	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03119 05/19/2020	B-D CONSTRUCTION INC INVOICE	20	NEW FIRE STATION	327,116.70	
05/19/2020	INVOICE	21	NEW FIRE STATION	270,912.64	
			Total:	598,029.34	
			Net of 2 Invoices / 0 Checks	598,029.34	
03124 05/19/2020	BEARD-WARREN HEATING & INVOICE	070381	TRAINING ROOM/TRANE MAINTENANCE	106.28	
			Total:	106.28	
			Net of 1 Invoices / 0 Checks	106.28	
00461 05/19/2020	BEHLEN TOWING LLC INVOICE	25412	TOWING SERVICE	90.00	
05/19/2020	INVOICE	24283	TOWING SERVICE	90.00	
05/19/2020	INVOICE	24287	TOWING SERVICE	90.00	
05/19/2020	INVOICE	0414	TOWING SERVICE	90.00	
05/19/2020	INVOICE	24292	TOWING SERVICE	90.00	
			Total:	450.00	
			Net of 5 Invoices / 0 Checks	450.00	
02421 05/19/2020	BIBLIOTHECA LLC INVOICE	INV-US31710	CLOUD LIBRARY EBOOK LICENSES	43.32	
05/19/2020	INVOICE	INV-US31709	CLOUD LIBRARY EAUDIOBOOK LICENSES	79.28	
			Total:	122.60	
			Net of 2 Invoices / 0 Checks	122.60	
03256 05/19/2020	BLACK HILLS ENERGY INVOICE	6007 1329 48 MAY	NATURAL GAS	1,027.75	
05/19/2020	INVOICE	0815 1921 72 MAY	NATURAL GAS	608.32	
05/19/2020	INVOICE	8429 6210 02 MAY	NATURAL GAS	523.08	
05/19/2020	INVOICE	7063 3714 32 MAY	NATURAL GAS	250.15	
05/19/2020	INVOICE	4447 5106 07 MAY	NATURAL GAS	210.10	
05/19/2020	INVOICE	6310 3990 85 MAY	NATURAL GAS	175.07	
05/19/2020	INVOICE	5156 7873 42 MAY	NATURAL GAS	114.92	
05/19/2020	INVOICE	1450 5796 12 MAY	NATURAL GAS	77.89	
05/19/2020	INVOICE	5431 5180 01 MAY	NATURAL GAS	60.91	
05/19/2020	INVOICE	5317 1214 84 MAY	NATURAL GAS	48.98	
05/19/2020	INVOICE	3224 1153 18 MAY	NATURAL GAS	43.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	6942 7542 63 MAY	NATURAL GAS	43.04	
05/19/2020	INVOICE	7504 0422 35 MAY	NATURAL GAS	39.34	
05/19/2020	INVOICE	5915 3548 20 MAY	NATURAL GAS	37.38	
05/19/2020	INVOICE	5048 9157 09 MAY	NATURAL GAS	34.03	
05/19/2020	INVOICE	9374 2782 77 MAY	NATURAL GAS	24.29	
05/19/2020	INVOICE	0778 7198 98 MAY	NATURAL GAS	20.40	
Total:				3,339.58	
Net of 17 Invoices / 0 Checks				3,339.58	
00316	BOB'S U-SAVE PHARMACY				
05/19/2020	INVOICE	339265	ASPIRIN	5.82	
Total:				5.82	
Net of 1 Invoices / 0 Checks				5.82	
03092	BRITE				
05/19/2020	INVOICE	INV18936	E-CITATION EQUIPMENT-PARTIAL	10,033.77	
Total:				10,033.77	
Net of 1 Invoices / 0 Checks				10,033.77	
00005	BROWN'S SHOE FIT CO				
05/19/2020	INVOICE	6/6-06/39357	SIDEZIP BOOT-UHL	128.00	
Total:				128.00	
Net of 1 Invoices / 0 Checks				128.00	
03018	BS&A SOFTWARE				
05/19/2020	INVOICE	128442	ANNUAL SERVICE/SUPPORT-ALL MODULES	27,680.00	
Total:				27,680.00	
Net of 1 Invoices / 0 Checks				27,680.00	
00622	CAT'S PRO MOW				
05/19/2020	INVOICE	901764	APRIL MOWING	150.00	
Total:				150.00	
Net of 1 Invoices / 0 Checks				150.00	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
05/19/2020	INVOICE	53022-008	COLUMBUS NE SPRINT - 2453 39TH AVE	1,000.00	
Total:				1,000.00	
Net of 1 Invoices / 0 Checks				1,000.00	
03137	CENTRAL PARTS & MACHINE				
05/19/2020	INVOICE	2775 001-402359	SPECIALTY TOOLS	32.52	
05/19/2020	INVOICE	2827 001-402241	COUPLING, HOSES	64.13	
05/19/2020	INVOICE	2827 001-402570	FILTERS	44.74	
05/19/2020	INVOICE	2875 001-402600	MULTI CONDUCTOR	109.15	
05/19/2020	INVOICE	2875 001-402783	SCOTCH PERFORMANCE M	36.96	
05/19/2020	INVOICE	2775 001-402811	LIGHT FOR PLUNGE MOWER	60.46	
05/19/2020	INVOICE	13270 001-402589	RADIATOR CAP	7.32	
05/19/2020	INVOICE	2775 001-403586	50/50 EX LIFE DX	32.21	
05/19/2020	INVOICE	2825 001-403295	COUPLING. HOSE	38.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	2825 001-403304	FITTING	2.06	
05/19/2020	INVOICE	2775 001-403679	BALL BEARING- FOR #4 EX MARK	23.33	
05/19/2020	INVOICE	2875 001-403473	FITTING-SAND BLASTER	4.55	
05/19/2020	INVOICE	2875 001-403522	COUPLING-HOSE REPAIR	15.53	
05/19/2020	INVOICE	2775 001-403299	BATTERY	65.40	
05/19/2020	INVOICE	2775 001-403362	TERM RING 12-10 1/4	2.61	
05/19/2020	INVOICE	13270 001-403380	RADIATOR CAP, GLOBAL EXT LIFE, SHOP TOWELS	63.15	
05/19/2020	INVOICE	2775 001-402041	V-BELT	14.45	
Total:				616.81	
Net of 17 Invoices / 0 Checks				616.81	
00293	CENTRAL VALLEY AG COOPERATIVE				
05/19/2020	INVOICE	1340489	CORNERSTONE PLUS 2.5G	346.08	
05/19/2020	INVOICE	1336145	18-0-4 W/ BARRICADE- 6 BAGS	134.82	
Total:				480.90	
Net of 2 Invoices / 0 Checks				480.90	
01148	CENTURY LINK				
05/19/2020	INVOICE	402 D33-0443 046	APRIL PHONE CHARGES	994.63	
05/19/2020	INVOICE	402 D33-0443 046	MAY PHONE CHARGES	994.63	
Total:				1,989.26	
Net of 2 Invoices / 0 Checks				1,989.26	
00262	CLUB PROPHET SYSTEMS				
05/19/2020	INVOICE	402005012071/72	MONTHLY TEE SHEET/ANNUAL SOFTWARE SUPPORT	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
02542	CNC REPAIR LLC				
05/19/2020	INVOICE	3431	SPARK PLUGS-VIN4006 UNIT 189	266.59	
05/19/2020	INVOICE	3439	OIL CHANGE/BATTERY, CONTROL ARMS-VIN1808 UN:	647.28	
05/19/2020	INVOICE	3454	OIL CHANGE-VIN1645 UNIT 174	39.00	
05/19/2020	INVOICE	3459	OIL CHANGE, OXYGEN SENSOR-VIN4006 UNIT 189	266.07	
05/19/2020	INVOICE	3463	OIL CHANGE-VIN 6545 UNIT 188	39.00	
05/19/2020	INVOICE	3475	OXYGEN SENSOR-VIN 4006 UNIT 189	169.06	
05/19/2020	INVOICE	3476	HALFSHAFT. CONTROL ARMS-VIN 6545 UNIT 188	749.91	
05/19/2020	INVOICE	3489	OIL CHANGE-VIN 6647 UNIT 194	50.14	
05/19/2020	INVOICE	3490	OIL CHANGE-VIN 6648 UNIT 193	50.14	
05/19/2020	INVOICE	3491	SERPENTINE BELT, TENSIONER ASSEMBLY-VIN 400	240.47	
Total:				2,517.66	
Net of 10 Invoices / 0 Checks				2,517.66	
03140	COLUMBUS AREA CHAMBER OF				
05/19/2020	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,560.00	
Total:				1,560.00	
Net of 1 Invoices / 0 Checks				1,560.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
05/19/2020	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,129.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	9,129.00	
			Net of 1 Invoices / 0 Checks	9,129.00	
03139	COLUMBUS PLUMBING COMPANY				
05/19/2020	INVOICE	0005901	KOHLER REPAIR KITS	258.00	
05/19/2020	INVOICE	20569	SHOWER VALVES AT STADIUM	70.00	
			Total:	328.00	
			Net of 2 Invoices / 0 Checks	328.00	
03142	COLUMBUS STEEL SUPPLY				
05/19/2020	INVOICE	137056	FLAT HR 1/4 X 3	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
03144	COLUMBUS TELEGRAM				
05/19/2020	INVOICE	118-60105562	SPRING HYDRANT FLUSHING 2020	250.25	
05/19/2020	INVOICE	118-60003415	APRIL PUBLICATIONS AND ADVERTISING	3,120.83	
			Total:	3,371.08	
			Net of 2 Invoices / 0 Checks	3,371.08	
03143	COLUMBUS TIRE & SERVICE				
05/19/2020	INVOICE	1-9444	TIRE REPAIRS-UNIT 160	17.00	
05/19/2020	INVOICE	1-9415	TIRE REPAIR UNIT #194	17.00	
			Total:	34.00	
			Net of 2 Invoices / 0 Checks	34.00	
03146	CONNECTING POINT/RADIO SHACK				
05/19/2020	INVOICE	8884	HP PRINTER AND CARTRIDGES	249.97	
05/19/2020	INVOICE	8872	(2) HP PROBOOK 450 G7 15.6"	1,765.96	
			Total:	2,015.93	
			Net of 2 Invoices / 0 Checks	2,015.93	
02718	CORE & MAIN LP				
05/19/2020	INVOICE	M277949	SUPPLIES	5,073.54	
05/19/2020	INVOICE	M188315	COUPLING AND CLAMPS	2,502.76	
05/19/2020	INVOICE	L965740	SENSUS COMMAND LINK/METER 2020 PROJECT	1,094.42	
			Total:	8,670.72	
			Net of 3 Invoices / 0 Checks	8,670.72	
03147	CORNHUSKER PUBLIC POWER DIST				
05/19/2020	INVOICE	415030001 MAY	ELECTRICITY	91.05	
05/19/2020	INVOICE	415030005 MAY	ELECTRICITY	40.93	
05/19/2020	INVOICE	405030006	ELECTRICITY	183.95	
05/19/2020	INVOICE	415030007 MAY	ELECTRICITY	254.70	
05/19/2020	INVOICE	415030008 MAY	ELECTRICITY	150.29	
05/19/2020	INVOICE	415030009 MAY	ELECTRICITY	155.65	
			Total:	876.57	
			Net of 6 Invoices / 0 Checks	876.57	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03149	CULLIGAN OF COLUMBUS				
05/19/2020	INVOICE	800165604	SALT PELLETS	98.35	
05/19/2020	INVOICE	90162449	SALT	144.40	
05/19/2020	INVOICE	241527	DI REGENERATION	336.34	
05/19/2020	INVOICE	241692	SOFT WATER PLAN	45.00	
05/19/2020	INVOICE	241712	COOLER RENTAL	31.00	
05/19/2020	INVOICE	241744	COOLER RENTAL	35.00	
05/19/2020	INVOICE	241755	REVERSE OSMOSIS SYSTEM	60.00	
Total:				750.09	
Net of 7 Invoices / 0 Checks				750.09	
03279	DAS STATE ACCOUNTING				
05/19/2020	INVOICE	1212045	MONTHLY NETWORK CHARGES	448.00	
05/19/2020	INVOICE	1216790	MONTHLY NETWORK CHARGES	448.00	
Total:				896.00	
Net of 2 Invoices / 0 Checks				896.00	
00374	DUNBAR DOUGLAS				
05/19/2020	INVOICE	CONTRACT	MONTHLY CONTRACT	6,308.00	
05/19/2020	INVOICE	043020GOLF	MONTHLY COMMISSIONS	2,211.52	
05/19/2020	INVOICE	043020GOLF	CREDIT CARD FEES REIMBURSEMENT	1,162.32	
Total:				9,681.84	
Net of 3 Invoices / 0 Checks				9,681.84	
03158	EAKES OFFICE SOLUTIONS				
05/19/2020	INVOICE	INV203910	COPIER CONTRACT	201.28	
05/19/2020	INVOICE	INV203713	COPIER CONTRACT-CITY HALL	913.94	
05/19/2020	INVOICE	8003659-1	LYSOL SPRAY	89.52	
Total:				1,204.74	
Net of 3 Invoices / 0 Checks				1,204.74	
03159	EBSCO INDUSTRIES INC				
05/19/2020	INVOICE	1000125623-1	NOVELIST SELECT 6/1/20 - 5/31/21	1,324.00	
Total:				1,324.00	
Net of 1 Invoices / 0 Checks				1,324.00	
00939	ERIKSEN CONSTRUCTION CO INC				
05/19/2020	INVOICE	19	WWTF PHASE 4 IMPROVEMENTS	183,034.20	
Total:				183,034.20	
Net of 1 Invoices / 0 Checks				183,034.20	
03164	ERNST AUTO CENTER				
05/19/2020	INVOICE	6086098/1	REPAIR BLOWER FAN/DOOR LATCH	503.85	
Total:				503.85	
Net of 1 Invoices / 0 Checks				503.85	
03165	FASTENAL COMPANY				
05/19/2020	INVOICE	NECOL223094	PARTS	26.80	
05/19/2020	INVOICE	NECOL223137	MULTI MOUNT LED LIGHT	190.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	NECOL223199	DROP IN 5/8 - SET TOOLS 5/5	16.67	
05/19/2020	INVOICE	NECOL223355	MULTI MOUNT LED LIGHT	381.98	
05/19/2020	INVOICE	NECOL223356	MULTI MOUNT LED LIGHT	190.99	
05/19/2020	INVOICE	NECOL223363	STEP DRILLS, SUPPLIES	237.02	
Total:				1,044.45	
Net of 6 Invoices / 0 Checks				1,044.45	
03070	FBG SERVICE CORPORATION				
05/19/2020	INVOICE	872606	APRIL CLEANING	1,595.00	
05/19/2020	INVOICE	872877	MAY CLEANING SERVICE	1,442.00	
05/19/2020	INVOICE	872878	MAY CLEANING SERVICE	1,651.00	
05/19/2020	INVOICE	872963	PAPER TOWELS	69.95	
Total:				4,757.95	
Net of 4 Invoices / 0 Checks				4,757.95	
00242	FIRST NATIONAL BANK OMAHA				
05/19/2020	INVOICE	000027855	PAPER.PAPERS LLC-8.5IN SQU ENVELOPES	72.55	
05/19/2020	INVOICE	ANN-IGS001X	B2G TRAINING-SEARCH & SEIZURE/POLAK	74.50	
05/19/2020	INVOICE	ANN-IGS002F	B2G TRAINING-SEARCH & SEIZURE-MCCARTHY	74.50	
05/19/2020	INVOICE	TAM-IGS001F	B2G TRAINING-SEARCH & SEIZURE/ALEXANDER	74.50	
05/19/2020	INVOICE	SYK-IGS002C	B2G TRAINING-CRIMINAL INVESTIGATIONS-VELASQI	74.50	
05/19/2020	INVOICE	ANN-IGS0027	B2G TRAINING-SEARCH & SEIZURE/WANGLER	74.50	
05/19/2020	INVOICE	826-2944-4922	CARTERSON PUBLIC SAFETY GROUP-TEEN SUICIDE I	20.00	
05/19/2020	INVOICE	157444A	EVIDENT-DNA SWAB BOXES, BIOHAZARD LABELS	190.00	
05/19/2020	INVOICE	043020CC	AUTHORIZE.NET FEES	30.00	
05/19/2020	INVOICE	041520FIN	GREAT PLAINS GFOA DUES	50.00	
05/19/2020	INVOICE	042820COMCTR	WALMART-COOLERS/MARKING LABELS FOR HD MEALS	88.33	
05/19/2020	INVOICE	523044	HYVEE-MAY BASKETS FOR SENIORS	36.61	
05/19/2020	INVOICE	INV18528787	ZOOM SUBSCRIPTION	160.39	
05/19/2020	INVOICE	8604399	PROVANTAGE-ICC CAT 6 500 UTP CABLE	432.18	
05/19/2020	INVOICE	8604419	PROVANTAGE-CISCO SYSTEMS MOUNTING BRACKET	46.84	
05/19/2020	INVOICE	8616929	PROVANTAGE-PANDUIT 2PORT MOD FRAME SCREW MN'	28.00	
05/19/2020	INVOICE	XQD5034	MS GSA OFFICE STD 2019	4,175.85	
05/19/2020	INVOICE	1522	FAST ACC SECURITY-ELITE SUPPLIES	161.15	
05/19/2020	INVOICE	13869678	REPLACEMENTS PARTS.COM-PULLEY KIT	20.76	
05/19/2020	INVOICE	300053249	NENA 911-MEMBERSHIP DUES/PENSICK	142.00	
05/19/2020	INVOICE	696707	APCO INTERNATIONAL-MEMBERSHIP DUES/PENSICK	94.00	
05/19/2020	INVOICE	042920JCC	TOP ONLINE BARGAINS.COM-THERMOMETER	119.99	
05/19/2020	INVOICE	040820LIB	AMERICAN LIBRARY ASSOC-DUES AND ACCESS FEES	136.00	
05/19/2020	INVOICE	042420LIB	CONSTANT CONTACT FEE	66.50	
05/19/2020	INVOICE	050420LIB	USPS ILL POSTAGE AND STAMPS	211.62	
05/19/2020	INVOICE	1765239	GOVX SUPPLIES-UHL	43.05	
05/19/2020	INVOICE	204467	ARMS UNLIMITED.COM SUPPLIES-JOHNSON	149.95	
05/19/2020	INVOICE	132342	FIRST PLACE SUPPLY INC-POLE LANDING MAT	400.32	
05/19/2020	INVOICE	3932070-851787	WALMART.COM-MATTRESS PADS/SHEET SETS	519.62	
05/19/2020	INVOICE	501700	LITE SOURCE - THERMOSCAN 6000 PROBE COVERS	108.70	
Total:				7,876.91	
Net of 30 Invoices / 0 Checks				7,876.91	
00169	FRONTIER				
05/19/2020	INVOICE	308-188-0175-09127	PHONE CHARGES 4/30/20 - 5/29/20	3,530.55	
05/19/2020	INVOICE	308-188-0206-05239	PHONE CHARGES 4/30/20 - 5/29/20	207.40	
05/19/2020	INVOICE	402-564-0717-09061	ELEVATOR PHONE 4/30-20 TO 5/26/20	53.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	3,791.94	
			Net of 3 Invoices / 0 Checks	3,791.94	
01997	FRONTIER COOPERATIVE COMPANY				
05/19/2020	INVOICE	201166	FUEL	2,958.10	
05/19/2020	INVOICE	201165	FUEL	770.25	
			Total:	3,728.35	
			Net of 2 Invoices / 0 Checks	3,728.35	
10410	FUNK, KYLEE				
05/19/2020	INVOICE	477906	WOOD FOR KITCHEN TABLE AT NEW FD	700.00	
			Total:	700.00	
			Net of 1 Invoices / 0 Checks	700.00	
03172	GALLS LLC				
05/19/2020	INVOICE	015515765	HAND SANITIZER- PUMP BOTTLES FOR CRUISERS	457.47	
05/19/2020	INVOICE	015574162	LEATHER BELT	37.81	
05/19/2020	INVOICE	015583940	2.11 STRYKE PANTS- MCCARTHY	85.94	
05/19/2020	INVOICE	015547652	CREDIT FOR OVERCHARGE ON BATTERY - MOORE	(6.47)	
05/19/2020	INVOICE	015516783	FLASHLIGHTS WITH USB	167.71	
05/19/2020	INVOICE	015448123	EARPIECE/EAR MOLD - HEFTI	102.85	
			Total:	845.31	
			Net of 6 Invoices / 0 Checks	845.31	
03174	GEHRING CONSTRUCTION &				
05/19/2020	INVOICE	46251	CRUSHED CONCRETE	93.39	
05/19/2020	INVOICE	4	CONCRETE PAVING IMPROVEMENTS 2020	77,389.00	
05/19/2020	INVOICE	46516	26TH AVE - ALLEY 12-13TH STS	834.38	
05/19/2020	INVOICE	46552	LSG -3500# 10% LIMESTONE	102.50	
			Total:	78,419.27	
			Net of 4 Invoices / 0 Checks	78,419.27	
00303	GENE STEFFY FORD				
05/19/2020	INVOICE	630858	TRUCK 54 MAINTENANCE	61.18	
			Total:	61.18	
			Net of 1 Invoices / 0 Checks	61.18	
03178	GERHOLD CONCRETE COMPANY				
05/19/2020	INVOICE	139026	2X8X16 SOLID UNIT/GROUT	17.64	
05/19/2020	INVOICE	140039	2313 11TH ST - READY MIX	298.88	
05/19/2020	INVOICE	140687	2X8X16 SOLID UNIT/GROUT	35.28	
			Total:	351.80	
			Net of 3 Invoices / 0 Checks	351.80	
01508	G-O RAPID LUBE AND MORE LLC				
05/19/2020	INVOICE	181985	OIL CHANGE-UNIT #11	50.58	
			Total:	50.58	
			Net of 1 Invoices / 0 Checks	50.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02075 05/19/2020	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	MAY INTERNET SERVICE	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
02904 05/19/2020	GUNSLINGERS LLC INVOICE	101-13448	SIG ROMEO RIFLE OPTIC	140.00	
			Total:	140.00	
			Net of 1 Invoices / 0 Checks	140.00	
03182 05/19/2020	HACH COMPANY INVOICE	11941975	PUMP MAINTENANCE	492.00	
			Total:	492.00	
			Net of 1 Invoices / 0 Checks	492.00	
03183 05/19/2020	HADLEY-BRAITHWAIT COMPANY INVOICE	217107	PRO SHOP SUPPLIES	289.55	
05/19/2020	INVOICE	217167	TOWELS, TOILET TISSUE	175.85	
			Total:	465.40	
			Net of 2 Invoices / 0 Checks	465.40	
00272 05/19/2020	HAWKINS INC INVOICE	4707295	CHEMICALS	4,108.91	
			Total:	4,108.91	
			Net of 1 Invoices / 0 Checks	4,108.91	
03185 05/19/2020	HDR ENGINEERING INC INVOICE	1200263563	NORTH SANITARY SEWER COLLECTION SYSTEM STUD	1,294.93	
05/19/2020	INVOICE	1200264402	WWTF PHASE 4 IMPROVEMENTS	39,743.85	
			Total:	41,038.78	
			Net of 2 Invoices / 0 Checks	41,038.78	
01424 05/19/2020	HEARTLAND NATURAL GAS LLC INVOICE	75437	NATURAL GAS	649.73	
05/19/2020	INVOICE	75426	NATURAL GAS	122.19	
05/19/2020	INVOICE	75436	NATURAL GAS	21.17	
05/19/2020	INVOICE	75432	NATURAL GAS	353.29	
05/19/2020	INVOICE	75430	NATURAL GAS	21.94	
05/19/2020	INVOICE	75428	NATURAL GAS	10.31	
05/19/2020	INVOICE	75425	NATURAL GAS	15.34	
05/19/2020	INVOICE	75423	NATURAL GAS	74.30	
05/19/2020	INVOICE	75434	NATURAL GAS	0.51	
05/19/2020	INVOICE	75435	NATURAL GAS	296.97	
05/19/2020	INVOICE	75431	NATURAL GAS	381.62	
05/19/2020	INVOICE	75427	NATURAL GAS	0.26	
05/19/2020	INVOICE	75439	NATURAL GAS	199.91	
05/19/2020	INVOICE	75429	NATURAL GAS	52.36	
05/19/2020	INVOICE	75433	NATURAL GAS	2.39	
05/19/2020	INVOICE	75424	NATURAL GAS	30.42	
05/19/2020	INVOICE	75438	NATURAL GAS	5.03	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,237.74	
			Net of 17 Invoices / 0 Checks	2,237.74	
01724 05/19/2020	HOBBY LOBBY INVOICE	61452674	PROGRAM SUPPLIES	30.81	
			Total:	30.81	
			Net of 1 Invoices / 0 Checks	30.81	
00403 05/19/2020	HOWERTER MD MARK S INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	598.00	
			Total:	598.00	
			Net of 1 Invoices / 0 Checks	598.00	
03192 05/19/2020	HY-VEE INC INVOICE	0506107880070055	WATER FOR CEMETERY WORKERS	7.52	
			Total:	7.52	
			Net of 1 Invoices / 0 Checks	7.52	
00088 05/19/2020	INDUSTRIAL CONTROL SYSTEMS INC INVOICE	2350	RESTORE WIRING AND INSTALL INFLUENT FLOW ME'	1,033.99	
			Total:	1,033.99	
			Net of 1 Invoices / 0 Checks	1,033.99	
03194 05/19/2020	INGRAM LIBRARY SERVICES, INC INVOICE	44958652	MATERIALS	110.45	
05/19/2020	INVOICE	45133457	MATERIALS	38.61	
05/19/2020	INVOICE	45133458	MATERIALS	16.80	
05/19/2020	INVOICE	44968996	MATERIALS	618.99	
05/19/2020	INVOICE	45010926	MATERIALS	609.84	
05/19/2020	INVOICE	45486865	MATERIALS	1,714.78	
05/19/2020	INVOICE	45242552	MATERIALS	123.80	
05/19/2020	INVOICE	45256336	MATERIALS	19.75	
05/19/2020	INVOICE	45455436	MATERIALS	69.29	
05/19/2020	INVOICE	45486864	MATERIALS	57.94	
			Total:	3,380.25	
			Net of 10 Invoices / 0 Checks	3,380.25	
03199 05/19/2020	JACKSON SERVICES INC INVOICE	4298641	UNIFORMS	88.40	
05/19/2020	INVOICE	4298642	SUPPLIES	16.88	
05/19/2020	INVOICE	4298640	SUPPLIES/UNIFORMS	130.78	
05/19/2020	INVOICE	4298628	UNIFORMS	290.01	
05/19/2020	INVOICE	4298631	SUPPLIES	126.29	
05/19/2020	INVOICE	4298629	SUPPLIES	29.07	
05/19/2020	INVOICE	4298630	UNIFORMS	129.72	
05/19/2020	INVOICE	4300820	UNIFORMS	62.42	
05/19/2020	INVOICE	4300819	UNIFORMS	16.24	
05/19/2020	INVOICE	4302365	UNIFORMS	88.40	
05/19/2020	INVOICE	4302366	MAT	2.70	
05/19/2020	INVOICE	4302354	UNIFORMS	290.01	
05/19/2020	INVOICE	4302355	SUPPLIES	34.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	4302356	UNIFORMS	129.72	
05/19/2020	INVOICE	4302357	SUPPLIES	87.02	
05/19/2020	INVOICE	4305332	SUPPLIES/UNIFORMS	59.59	
05/19/2020	INVOICE	4304550	UNIFORMS	16.24	
05/19/2020	INVOICE	4300839	SUPPLIES	58.59	
05/19/2020	INVOICE	4304564	SUPPLIES	77.69	
05/19/2020	INVOICE	4300821	MAT	20.25	
05/19/2020	INVOICE	4304563	MATS	55.85	
05/19/2020	INVOICE	4302364	UNIFORMS	101.37	
Total:				1,911.29	
Net of 22 Invoices / 0 Checks				1,911.29	
00532	JEO CONSULTING GROUP INC				
05/19/2020	INVOICE	116680	DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS 20:	1,238.75	
Total:				1,238.75	
Net of 1 Invoices / 0 Checks				1,238.75	
03201	K-C AUTO SUPPLY INC				
05/19/2020	INVOICE	122617	ADHESIVE, REGULATOR	83.18	
Total:				83.18	
Net of 1 Invoices / 0 Checks				83.18	
03202	KELLY SUPPLY COMPANY				
05/19/2020	INVOICE	S12249493-0	SUPPLIES	88.90	
05/19/2020	INVOICE	S12249493-1	SUPPLIES	3.74	
05/19/2020	INVOICE	S12250358-0	SUPPLIES	15.83	
05/19/2020	INVOICE	S12250193-0	MALE ADAPTER	2.88	
Total:				111.35	
Net of 4 Invoices / 0 Checks				111.35	
00012	LAKEVIEW SMALL ENGINE INC				
05/19/2020	INVOICE	042878	SPINDLE BOLT	20.40	
05/19/2020	INVOICE	042924	WEAR PAD	25.40	
05/19/2020	INVOICE	043098	SEAT SWITCH	27.78	
05/19/2020	INVOICE	043097	IGNITION SWITCH	19.80	
Total:				93.38	
Net of 4 Invoices / 0 Checks				93.38	
02236	LANGUAGE LINE SERVICES INC				
05/19/2020	INVOICE	4807968	APRIL INTERPRETING CHARGES	80.62	
Total:				80.62	
Net of 1 Invoices / 0 Checks				80.62	
02596	LAWSON PRODUCTS				
05/19/2020	INVOICE	9307560440	PARTS	335.12	
Total:				335.12	
Net of 1 Invoices / 0 Checks				335.12	
01262	LIFEGUARD MD				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	11005	(4) CLICKER, ACTIVATOR FOR MANIKIN	83.00	
			Total:	83.00	
			Net of 1 Invoices / 0 Checks	83.00	
00822 05/19/2020	LINCOLN WINWATER WORKS INVOICE	068853 02	COBRA ACCESS POINT W HYD FLAG	169.62	
			Total:	169.62	
			Net of 1 Invoices / 0 Checks	169.62	
10229 05/19/2020	LINGO INVOICE	1183050236	E911 PHONE CHARGES	51.64	
			Total:	51.64	
			Net of 1 Invoices / 0 Checks	51.64	
00518 05/19/2020	LOSEKE LAKE STOP LLC INVOICE	2484	22 SOD ROLLS @3.29 EA	72.38	
			Total:	72.38	
			Net of 1 Invoices / 0 Checks	72.38	
03214	LOUP POWER DISTRICT				
05/19/2020	INVOICE	400016 MAY	ELECTRICITY	46.39	
05/19/2020	INVOICE	400046 MAY	ELECTRICITY	33.10	
05/19/2020	INVOICE	169003 MAY	ELECTRICITY	27.84	
05/19/2020	INVOICE	169004 MAY	ELECTRICITY	756.00	
05/19/2020	INVOICE	169005 MAY	ELECTRICITY	33.62	
05/19/2020	INVOICE	169008 MAY	ELECTRICITY	27.84	
05/19/2020	INVOICE	169009 MAY	ELECTRICITY	27.35	
05/19/2020	INVOICE	169011 MAY	ELECTRICITY	53.23	
05/19/2020	INVOICE	169016 MAY	ELECTRICITY	316.80	
05/19/2020	INVOICE	169017 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	169018 MAY	ELECTRICITY	18.84	
05/19/2020	INVOICE	169019 MAY	ELECTRICITY	56.87	
05/19/2020	INVOICE	169020 MAY	ELECTRICITY	9.06	
05/19/2020	INVOICE	169022 MAY	ELECTRICITY	25.10	
05/19/2020	INVOICE	169023 MAY	ELECTRICITY	219.29	
05/19/2020	INVOICE	169024 MAY	ELECTRICITY	50.11	
05/19/2020	INVOICE	169026 MAY	ELECTRICITY	82.43	
05/19/2020	INVOICE	169027 MAY	ELECTRICITY	9.06	
05/19/2020	INVOICE	169028 MAY	ELECTRICITY	378.00	
05/19/2020	INVOICE	169029 MAY	ELECTRICITY	464.49	
05/19/2020	INVOICE	169030 MAY	ELECTRICITY	142.44	
05/19/2020	INVOICE	169031 MAY	ELECTRICITY	40.90	
05/19/2020	INVOICE	169033 MAY	ELECTRICITY	35.12	
05/19/2020	INVOICE	169034 MAY	ELECTRICITY	25.20	
05/19/2020	INVOICE	169035 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	169036 MAY	ELECTRICITY	165.46	
05/19/2020	INVOICE	169038 MAY	ELECTRICITY	3,802.44	
05/19/2020	INVOICE	169039 MAY	ELECTRICITY	35.19	
05/19/2020	INVOICE	169041 MAY	ELECTRICITY	32.06	
05/19/2020	INVOICE	169042 MAY	ELECTRICITY	287.40	
05/19/2020	INVOICE	169043 MAY	ELECTRICITY	39.50	
05/19/2020	INVOICE	169044 MAY	ELECTRICITY	39.90	
05/19/2020	INVOICE	169045 MAY	ELECTRICITY	39.11	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	169046 MAY	ELECTRICITY	62.66	
05/19/2020	INVOICE	169047 MAY	ELECTRICITY	25.10	
05/19/2020	INVOICE	169048 MAY	ELECTRICITY	46.95	
05/19/2020	INVOICE	169050 MAY	ELECTRICITY	100.42	
05/19/2020	INVOICE	169051 MAY	ELECTRICITY	25.39	
05/19/2020	INVOICE	169053 MAY	ELECTRICITY	37.20	
05/19/2020	INVOICE	169055 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	169056 MAY	ELECTRICITY	39.99	
05/19/2020	INVOICE	169057 MAY	ELECTRICITY	25.10	
05/19/2020	INVOICE	169058 MAY	ELECTRICITY	41.07	
05/19/2020	INVOICE	169060 MAY	ELECTRICITY	28.04	
05/19/2020	INVOICE	169061 MAY	ELECTRICITY	32.06	
05/19/2020	INVOICE	169062 MAY	ELECTRICITY	191.95	
05/19/2020	INVOICE	169064 MAY	ELECTRICITY	30.78	
05/19/2020	INVOICE	169065 MAY	ELECTRICITY	534.00	
05/19/2020	INVOICE	169066 MAY	ELECTRICITY	44.70	
05/19/2020	INVOICE	169067 MAY	ELECTRICITY	1,002.00	
05/19/2020	INVOICE	169068 MAY	ELECTRICITY	1,194.00	
05/19/2020	INVOICE	169069 MAY	ELECTRICITY	38.55	
05/19/2020	INVOICE	169071 MAY	ELECTRICITY	2,355.48	
05/19/2020	INVOICE	169072 MAY	ELECTRICITY	250.00	
05/19/2020	INVOICE	169073 MAY	ELECTRICITY	37.54	
05/19/2020	INVOICE	169074 MAY	ELECTRICITY	30.49	
05/19/2020	INVOICE	169077 MAY	ELECTRICITY	25.20	
05/19/2020	INVOICE	169080 MAY	ELECTRICITY	127.34	
05/19/2020	INVOICE	169081 MAY	ELECTRICITY	35.98	
05/19/2020	INVOICE	169082 MAY	ELECTRICITY	99.80	
05/19/2020	INVOICE	169083 MAY	ELECTRICITY	524.12	
05/19/2020	INVOICE	169084 MAY	ELECTRICITY	919.12	
05/19/2020	INVOICE	169085 MAY	ELECTRICITY	812.77	
05/19/2020	INVOICE	169086 MAY	ELECTRICITY	987.48	
05/19/2020	INVOICE	169087 MAY	ELECTRICITY	531.72	
05/19/2020	INVOICE	169089 MAY	ELECTRICITY	34.21	
05/19/2020	INVOICE	169090 MAY	ELECTRICITY	35.68	
05/19/2020	INVOICE	169091 MAY	ELECTRICITY	159.38	
05/19/2020	INVOICE	169092 MAY	ELECTRICITY	61.09	
05/19/2020	INVOICE	169093 MAY	ELECTRICITY	61.78	
05/19/2020	INVOICE	169094 MAY	ELECTRICITY	50.39	
05/19/2020	INVOICE	169096 MAY	ELECTRICITY	459.06	
05/19/2020	INVOICE	169097 MAY	ELECTRICITY	27.94	
05/19/2020	INVOICE	169098 MAY	ELECTRICITY	31.57	
05/19/2020	INVOICE	169099 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	169107 MAY	ELECTRICITY	29.15	
05/19/2020	INVOICE	169112 MAY	ELECTRICITY	91.15	
05/19/2020	INVOICE	400001 MAY	ELECTRICITY	346.68	
05/19/2020	INVOICE	400002 MAY	ELECTRICITY	185.85	
05/19/2020	INVOICE	400003 MAY	ELECTRICITY	187.42	
05/19/2020	INVOICE	400004 MAY	ELECTRICITY	259.33	
05/19/2020	INVOICE	400005 MAY	ELECTRICITY	27.55	
05/19/2020	INVOICE	400006 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	400007 MAY	ELECTRICITY	29.61	
05/19/2020	INVOICE	400008 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	400009 MAY	ELECTRICITY	51.07	
05/19/2020	INVOICE	400010 MAY	ELECTRICITY	53.22	
05/19/2020	INVOICE	400011 MAY	ELECTRICITY	29.41	
05/19/2020	INVOICE	400012 MAY	ELECTRICITY	36.37	
05/19/2020	INVOICE	400013 MAY	ELECTRICITY	39.01	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	400015 MAY	ELECTRICITY	273.55	
05/19/2020	INVOICE	400017 MAY	ELECTRICITY	44.40	
05/19/2020	INVOICE	400018 MAY	ELECTRICITY	39.90	
05/19/2020	INVOICE	400019 MAY	ELECTRICITY	25.20	
05/19/2020	INVOICE	400020 MAY	ELECTRICITY	1,044.00	
05/19/2020	INVOICE	400021 MAY	ELECTRICITY	36.20	
05/19/2020	INVOICE	400023 MAY	ELECTRICITY	162.60	
05/19/2020	INVOICE	400024 MAY	ELECTRICITY	27.45	
05/19/2020	INVOICE	400025 MAY	ELECTRICITY	49.50	
05/19/2020	INVOICE	400026 MAY	ELECTRICITY	31.47	
05/19/2020	INVOICE	400028 MAY	ELECTRICITY	156.30	
05/19/2020	INVOICE	400029 MAY	ELECTRICITY	85.59	
05/19/2020	INVOICE	400030 MAY	ELECTRICITY	34.80	
05/19/2020	INVOICE	169120 MAY	ELECTRICITY	1,776.00	
05/19/2020	INVOICE	169012 MAY	ELECTRICITY	2,489.18	
05/19/2020	INVOICE	169015 MAY	ELECTRICITY	100.88	
05/19/2020	INVOICE	400064 MAY	ELECTRICITY	585.51	
05/19/2020	INVOICE	400065 MAY	ELECTRICITY	3,037.09	
05/19/2020	INVOICE	400088 MAY	BALANCE DUE-KEYING ERROR	0.10	
05/19/2020	INVOICE	400097 MAY	ELECTRICITY	1,527.96	
05/19/2020	INVOICE	400031 MAY	ELECTRICITY	110.43	
05/19/2020	INVOICE	400033 MAY	ELECTRICITY	106.92	
05/19/2020	INVOICE	400037 MAY	ELECTRICITY	45.97	
05/19/2020	INVOICE	400042 MAY	ELECTRICITY	32.25	
05/19/2020	INVOICE	169116 MAY	ELECTRICITY	35.20	
05/19/2020	INVOICE	169118 MAY	ELECTRICITY	52.83	
05/19/2020	INVOICE	400032 MAY	ELECTRICITY	86.44	
05/19/2020	INVOICE	400034 MAY	ELECTRICITY	25.39	
05/19/2020	INVOICE	400036 MAY	ELECTRICITY	462.24	
05/19/2020	INVOICE	400039 MAY	ELECTRICITY	102.09	
05/19/2020	INVOICE	400040 MAY	ELECTRICITY	28,794.27	
05/19/2020	INVOICE	400041 MAY	ELECTRICITY	693.36	
05/19/2020	INVOICE	400044 MAY	ELECTRICITY	73.34	
05/19/2020	INVOICE	400045 MAY	ELECTRICITY	81.55	
05/19/2020	INVOICE	400047 MAY	ELECTRICITY	531.72	
05/19/2020	INVOICE	400048 MAY	ELECTRICITY	221.42	
05/19/2020	INVOICE	400049 MAY	ELECTRICITY	138.21	
05/19/2020	INVOICE	400051 MAY	ELECTRICITY	27.55	
05/19/2020	INVOICE	400052 MAY	ELECTRICITY	42.64	
05/19/2020	INVOICE	400054 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	400055 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	400057 MAY	ELECTRICITY	36.39	
05/19/2020	INVOICE	400058 MAY	ELECTRICITY	236.90	
05/19/2020	INVOICE	400059 MAY	ELECTRICITY	175.03	
05/19/2020	INVOICE	400060 MAY	ELECTRICITY	9,180.27	
05/19/2020	INVOICE	400061 MAY	ELECTRICITY	70.18	
05/19/2020	INVOICE	400062 MAY	ELECTRICITY	34.02	
05/19/2020	INVOICE	400063 MAY	ELECTRICITY	38.72	
05/19/2020	INVOICE	400068 MAY	ELECTRICITY	53.52	
05/19/2020	INVOICE	400069 MAY	ELECTRICITY	35.39	
05/19/2020	INVOICE	400070 MAY	ELECTRICITY	1,471.65	
05/19/2020	INVOICE	400071 MAY	ELECTRICITY	38.92	
05/19/2020	INVOICE	400072 MAY	ELECTRICITY	34.21	
05/19/2020	INVOICE	400073 MAY	ELECTRICITY	30.68	
05/19/2020	INVOICE	400075 MAY	ELECTRICITY	33.23	
05/19/2020	INVOICE	400076 MAY	ELECTRICITY	32.25	
05/19/2020	INVOICE	400077 MAY	ELECTRICITY	27.74	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	400078 MAY	ELECTRICITY	25.20	
05/19/2020	INVOICE	400079 MAY	ELECTRICITY	197.98	
05/19/2020	INVOICE	400080 MAY	ELECTRICITY	107.34	
05/19/2020	INVOICE	400081 MAY	ELECTRICITY	94.21	
05/19/2020	INVOICE	400083 MAY	ELECTRICITY	46.95	
05/19/2020	INVOICE	400084 MAY	ELECTRICITY	88.60	
05/19/2020	INVOICE	400085 MAY	ELECTRICITY	25.00	
05/19/2020	INVOICE	400087 MAY	ELECTRICITY	1,212.28	
05/19/2020	INVOICE	400091 MAY	ELECTRICITY	129.59	
05/19/2020	INVOICE	400092 MAY	ELECTRICITY	28.72	
05/19/2020	INVOICE	400093 MAY	ELECTRICITY	37.35	
05/19/2020	INVOICE	400094 MAY	ELECTRICITY	121.90	
05/19/2020	INVOICE	400095 MAY	ELECTRICITY	127.36	
05/19/2020	INVOICE	400096 MAY	ELECTRICITY	1,095.00	
Total:				78,102.14	
Net of 161 Invoices / 0 Checks				78,102.14	
01806	M & L INC				
05/19/2020	INVOICE	01-2020	YARD WASTE CONTRACT	5,243.10	
Total:				5,243.10	
Net of 1 Invoices / 0 Checks				5,243.10	
02806	MACQUEEN EQUIPMENT				
05/19/2020	INVOICE	P05809	OIL COOLER	899.32	
05/19/2020	INVOICE	P05857	DIRT SHOE RUNNERS, SCRAPERS	278.15	
Total:				1,177.47	
Net of 2 Invoices / 0 Checks				1,177.47	
00401	MAIL PREP ETC				
05/19/2020	INVOICE	1956	APRIL POSTAGE	3,933.81	
Total:				3,933.81	
Net of 1 Invoices / 0 Checks				3,933.81	
02578	MARLEY'S ELECTRIC-CCE				
05/19/2020	INVOICE	12677	LABOR FOR CABLE TESTING	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
03212	MATHESON-LINWELD				
05/19/2020	INVOICE	21647566	SHIELD, RING, CAP	36.96	
05/19/2020	INVOICE	51616308	CHEMICALS	24.30	
05/19/2020	INVOICE	21654633	SUPPLIES	35.40	
Total:				96.66	
Net of 3 Invoices / 0 Checks				96.66	
00083	MECHANICAL SALES INC				
05/19/2020	INVOICE	49966	PARTS/LABOR FOR REPAIR WORK INSTALLED PER A	11,385.81	
Total:				11,385.81	
Net of 1 Invoices / 0 Checks				11,385.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03220	MENARDS				
05/19/2020	INVOICE	15417	TANK SPRAYER, SPRAY BOTTLE	39.88	
05/19/2020	INVOICE	15464	PAIL, FOAM CUSHION ROLL	22.57	
05/19/2020	INVOICE	15387	WAGER, TOOLBOX, SUPPLIES	46.64	
05/19/2020	INVOICE	15526	4X6-8' AC3 GREEN TREATED	28.70	
05/19/2020	INVOICE	15277	CONCRETE MIX	19.14	
05/19/2020	INVOICE	15691	MULCH, BONDING CEMENT	38.13	
05/19/2020	INVOICE	15075	REBAR	127.50	
05/19/2020	INVOICE	15220	SUPPLIES	39.66	
05/19/2020	INVOICE	15198	SUPPLIES	34.30	
05/19/2020	INVOICE	15147	SUPPLIES	6.96	
05/19/2020	INVOICE	15275	SUPPLIES	68.56	
05/19/2020	INVOICE	15657	LADDERS, SLEDGEHAMMER, SUPPLIES	184.54	
			Total:	656.58	
			Net of 12 Invoices / 0 Checks	656.58	
01548	MIDLAND SCIENTIFIC INC				
05/19/2020	INVOICE	6089474	100 ML CYLINDER	163.56	
05/19/2020	INVOICE	6089456	CHEMICALS	274.65	
			Total:	438.21	
			Net of 2 Invoices / 0 Checks	438.21	
03224	MIDWEST LABORATORIES INC				
05/19/2020	INVOICE	988671	LAB TESTING AND SHIPPING CHARGES	323.25	
			Total:	323.25	
			Net of 1 Invoices / 0 Checks	323.25	
03227	MIDWEST TURF & IRRIGATION				
05/19/2020	INVOICE	3842074-00	BALL JOINT ASM, NUT-JAM PUSH ARM	133.96	
05/19/2020	INVOICE	3839803-00	RECON LTC 4.0 PUMP/COMM PCB	134.99	
05/19/2020	INVOICE	3839801-00	CREDIT RECON LTC 4.0 PUMP/COMM PCB	(174.99)	
05/19/2020	INVOICE	3843191-00	ANCHOR	369.64	
			Total:	463.60	
			Net of 4 Invoices / 0 Checks	463.60	
00463	MIKE'S TOWING				
05/19/2020	INVOICE	9451	TOWING SERVICE	90.00	
05/19/2020	INVOICE	9462	TOWING SERVICE	90.00	
05/19/2020	INVOICE	9465	TOWING SERVICE	90.00	
05/19/2020	INVOICE	9482	TOWING SERVICE	90.00	
05/19/2020	INVOICE	9473	TOWING SERVICE	90.00	
			Total:	450.00	
			Net of 5 Invoices / 0 Checks	450.00	
03230	MOTION INDUSTRIES INC				
05/19/2020	INVOICE	NE07-426350	FLANGES, SLEEVES	58.41	
05/19/2020	INVOICE	NE07-426148	ELEMENTS, COVERS	2,912.27	
			Total:	2,970.68	
			Net of 2 Invoices / 0 Checks	2,970.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00960 05/19/2020	MUELLER SHANE INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
00153 05/19/2020	MUELLER SPRINKLERS INVOICE	41823	HUNTER 125 ADV	854.16	
			Total:	854.16	
			Net of 1 Invoices / 0 Checks	854.16	
10225 05/19/2020	NAPA AUTO PARTS OF COLUMBUS INVOICE	681064	SILICONE SPRAY AND WD40	9.14	
05/19/2020	INVOICE	681189	FT CHUCK, GAUGE	34.68	
05/19/2020	INVOICE	681422	HAND SANITIZER	34.76	
05/19/2020	INVOICE	681441	HAND SANITIZER	69.52	
			Total:	148.10	
			Net of 4 Invoices / 0 Checks	148.10	
00495 05/19/2020	NEBRASKA FOREST SERVICE INVOICE	301103521	INFLATABLE BOAT	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
00239 05/19/2020	NEBRASKA HARVESTORE SYSTEMS INVOICE	5988	KIT SEAL	165.89	
			Total:	165.89	
			Net of 1 Invoices / 0 Checks	165.89	
00259 05/19/2020	NIEMANN'S PORT-A-POT LLC INVOICE	13100	APRIL RENTALS	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03244 05/19/2020	NORTHEAST NEBRASKA AREA INVOICE	FY2021	FY2021 MATCHING FUNDS	10,805.00	
			Total:	10,805.00	
			Net of 1 Invoices / 0 Checks	10,805.00	
03246 05/19/2020	NORTHEAST NEBRASKA ECONOMIC INVOICE	20924	FY 2020-2021 MEMBERSHIP FEES	23,769.33	
			Total:	23,769.33	
			Net of 1 Invoices / 0 Checks	23,769.33	
03245 05/19/2020	NORTHEAST NEBRASKA SOLID INVOICE	050420TRSF	LANDFILL DISPOSAL	62,979.55	
			Total:	62,979.55	
			Net of 1 Invoices / 0 Checks	62,979.55	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03249	OCCUPATIONAL HEALTH SERV				
05/19/2020	INVOICE	66833	PRE-EMPLOYMENT TESTING	310.00	
05/19/2020	INVOICE	66870	VACCINATION, POST ACCIDENT TESTING	211.00	
			Total:	521.00	
			Net of 2 Invoices / 0 Checks	521.00	
00874	OCLC, INC				
05/19/2020	INVOICE	1000035638	CATALOGING AND METADATA SUBSCRIPTION	875.79	
			Total:	875.79	
			Net of 1 Invoices / 0 Checks	875.79	
03171	OFFICENET				
05/19/2020	INVOICE	939638-0	INKJET LABELS	13.18	
05/19/2020	INVOICE	939597-0	ENVELOPES	8.15	
05/19/2020	INVOICE	939596-0	LAMINATE	43.58	
05/19/2020	INVOICE	939257-0	BOXES, THERMAL ROLLS	77.28	
05/19/2020	INVOICE	939258-0	MESSAGE PADS	6.67	
05/19/2020	INVOICE	939292-0	BATTERIES, PAPER	28.60	
05/19/2020	INVOICE	939810-0	FACIAL TISSUE	8.92	
05/19/2020	INVOICE	939678-0	INK CARTRIDGES	28.99	
05/19/2020	INVOICE	939678-1	INK CARTRIDGE	62.97	
05/19/2020	INVOICE	939949-0	BATH TISSUE	46.63	
05/19/2020	INVOICE	936545-3	HAND SANITIZER - COVID 19	4.16	
05/19/2020	INVOICE	939350-1	FACIAL TISSUE	7.62	
05/19/2020	INVOICE	939090-1	GLOVES - COVID19	49.62	
			Total:	386.37	
			Net of 13 Invoices / 0 Checks	386.37	
02852	OLSON'S PEST TECHNICIANS				
05/19/2020	INVOICE	170303	PEST CONTROL	52.00	
05/19/2020	INVOICE	170304	PEST CONTROL	50.00	
05/19/2020	INVOICE	170300	PEST CONTROL	50.00	
			Total:	152.00	
			Net of 3 Invoices / 0 Checks	152.00	
03251	OMAHA WORLD HERALD				
05/19/2020	INVOICE	I0000137798-0426	POLICE OFFICER EMPLOYMENT ADS	1,315.00	
			Total:	1,315.00	
			Net of 1 Invoices / 0 Checks	1,315.00	
01451	ONE CALL CONCEPTS INC				
05/19/2020	INVOICE	0040122	LOCATE FEES	289.24	
			Total:	289.24	
			Net of 1 Invoices / 0 Checks	289.24	
01307	ONE SOURCE				
05/19/2020	INVOICE	1639-20200430	BACKGROUND CHECKS	344.00	
05/19/2020	INVOICE	1639V-20200430	BACKGROUND CHECK	5.00	
			Total:	349.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	349.00	
00176	O'REILLY AUTOMOTIVE INC				
05/19/2020	INVOICE	0681-447746	ADH PROMOTER	14.99	
05/19/2020	INVOICE	0681-447193	PL SHEETING	24.99	
05/19/2020	INVOICE	0681-446891	ANTIFREEZE	35.98	
05/19/2020	INVOICE	0681-447218	HAND PAD	23.40	
05/19/2020	INVOICE	0681-448114	MASKER AND SUPPLIES	293.53	
05/19/2020	INVOICE	0681-447958	CONVERTER	27.99	
05/19/2020	INVOICE	0681-447926	10.25OZ RUST	19.98	
05/19/2020	INVOICE	0681-447919	BED LINER, SHOP TOOL	151.96	
05/19/2020	INVOICE	0681-4482313	TRANSMISSION	2,295.88	
05/19/2020	INVOICE	0681-449003	BRAKE FLUID	18.99	
05/19/2020	INVOICE	0681-448912	PARTS-UNIT 54	89.46	
05/19/2020	INVOICE	0681-448293	SPOT SPRAYER	73.98	
05/19/2020	INVOICE	0681-448116	WIRE	90.00	
05/19/2020	INVOICE	0681-448215	OIL	33.05	
05/19/2020	INVOICE	0681-447027	TIE ROD	45.84	
05/19/2020	INVOICE	0681-447064	TIE ROD	81.97	
			Total:	3,321.99	
			Net of 16 Invoices / 0 Checks	3,321.99	
02119	ORIENTAL TRADING COMPANY				
05/19/2020	INVOICE	702610361-01	BOOKMOBILE SUMMER READING PRIZES	299.47	
			Total:	299.47	
			Net of 1 Invoices / 0 Checks	299.47	
01350	OTTE ELECTRIC				
05/19/2020	INVOICE	10114	CLAMP, COPPER WIRE, LABOR	282.97	
			Total:	282.97	
			Net of 1 Invoices / 0 Checks	282.97	
10408	PAGE TURNER ADVENTURES INC.				
05/19/2020	INVOICE	050820A	10 WK ACCESS-VIRTUAL PROGRAMMING BEG 6/1/20	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
10411	PAPER TIGER SHREDDING				
05/19/2020	INVOICE	128090	SHREDDING SERVICE	45.00	
			Total:	45.00	
			Net of 1 Invoices / 0 Checks	45.00	
10409	PATZEL, AUSTIN				
05/19/2020	INVOICE	37467/43255	REFUND AMBULANCE BILL OVERPAYMENT	139.36	
			Total:	139.36	
			Net of 1 Invoices / 0 Checks	139.36	
02785	PAUL DAVIS RESTORATION				
05/19/2020	INVOICE	PDR-L-021820	LAUNDERING FIRE BUNKER GEAR	670.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	670.00	
			Net of 1 Invoices / 0 Checks	670.00	
10252	PET CARE SPECIALISTS				
05/19/2020	INVOICE	403975	ANIMAL CARE - CASE #20-385 DOG BITE	735.14	
05/19/2020	INVOICE	404491	AMINAL CARE - DOG BITE CASE	25.80	
			Total:	760.94	
			Net of 2 Invoices / 0 Checks	760.94	
00345	PETE LIEN & SONS INC.				
05/19/2020	INVOICE	20POS/037151	QUICKLIME FINES RC	5,608.58	
			Total:	5,608.58	
			Net of 1 Invoices / 0 Checks	5,608.58	
03258	PETTY CASH				
05/19/2020	INVOICE	051820CLK	OFFICE AND CLEANING SUPPLIES	15.52	
05/19/2020	INVOICE	043020POLICE	HOOKS, POSTAGE, TITLES/UNITS 196 AND 198	89.86	
			Total:	105.38	
			Net of 2 Invoices / 0 Checks	105.38	
00155	PLATTE COUNTY				
05/19/2020	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,097.23	
			Total:	3,097.23	
			Net of 1 Invoices / 0 Checks	3,097.23	
00758	PLATTE COUNTY REGISTER OF				
05/19/2020	INVOICE	050520CLK	JACKSON SUBDIVISION	102.00	
			Total:	102.00	
			Net of 1 Invoices / 0 Checks	102.00	
01077	PLATTE VALLEY COMMUNICATIONS				
05/19/2020	INVOICE	032000023	SEWER JET TRUCK #18	1,559.67	
			Total:	1,559.67	
			Net of 1 Invoices / 0 Checks	1,559.67	
02841	POLICE FACILITY DESIGN GROUP				
05/19/2020	INVOICE	1714-BS-09	NEW FIRE & POLICE FACILITIES	12,369.78	
			Total:	12,369.78	
			Net of 1 Invoices / 0 Checks	12,369.78	
10241	POMP'S TIRE SERVICE INC.				
05/19/2020	INVOICE	1440004586	TURF TIRE, TUBE, MOUNT	180.38	
			Total:	180.38	
			Net of 1 Invoices / 0 Checks	180.38	
03261	PRESTOX				
05/19/2020	INVOICE	6617778	PEST CONTROL	47.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	47.00	
			Net of 1 Invoices / 0 Checks	47.00	
00575 05/19/2020	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	4930144A	RIGID TUBE	57.56	
			Total:	57.56	
			Net of 1 Invoices / 0 Checks	57.56	
03022 05/19/2020	PROFLOW PUMPING SOLUTIONS INVOICE	INV10997	SEALS, O-RINGS	1,745.14	
			Total:	1,745.14	
			Net of 1 Invoices / 0 Checks	1,745.14	
02977 05/19/2020	PYRAMID TARP & REPAIR LLC INVOICE	0049316	TARP AND SUPPLIES	1,395.25	
			Total:	1,395.25	
			Net of 1 Invoices / 0 Checks	1,395.25	
10361 05/19/2020	QUADIENT FINANCE USA, INC. INVOICE	050520	POSTAGE ADDED ON 5/5/20	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03264 05/19/2020	REARDON LAWN & GARDEN INC INVOICE	3156	AIR FILTERS	54.98	
05/19/2020	INVOICE	3200	STIHL AUTOCUT 25-2	26.99	
05/19/2020	INVOICE	3202	CLUTCH BELTS	34.99	
			Total:	116.96	
			Net of 3 Invoices / 0 Checks	116.96	
03265 05/19/2020	RECORDED BOOKS INC INVOICE	76643692	MATERIALS	148.25	
			Total:	148.25	
			Net of 1 Invoices / 0 Checks	148.25	
00098 05/19/2020	REDSTONE VETERINARY CLINIC INVOICE	103607	ANIMAL CARE	501.00	
			Total:	501.00	
			Net of 1 Invoices / 0 Checks	501.00	
00161 05/19/2020	REMBOLT LUDTKE LLP INVOICE	158	APRIL LEGAL SERVICES	100.50	
			Total:	100.50	
			Net of 1 Invoices / 0 Checks	100.50	
01596 05/19/2020	RVW INC INVOICE	043020ENG	LIBRARY/AIRPORT ROOF PROJECTS	2,431.80	
05/19/2020	INVOICE	01960	FIBER OPTIC CONSTRUCTION PHASE	240.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
05/19/2020	INVOICE	01961	PHONE SYSTEM REPLACEMENT	1,639.00	
			Total:	4,310.80	
			Net of 3 Invoices / 0 Checks	4,310.80	
00284	S & S WILLERS INC				
05/19/2020	INVOICE	ID 113	BALANCE DUE ON INVOICE	279.21	
05/19/2020	INVOICE	ID 140	BALANCE DUE ON INVOICE	564.70	
05/19/2020	INVOICE	ID 112	BALANCE DUE ON INVOICE	280.50	
			Total:	1,124.41	
			Net of 3 Invoices / 0 Checks	1,124.41	
03270	SAPP BROS COLUMBUS INC				
05/19/2020	INVOICE	3206498	FUEL	89.97	
05/19/2020	INVOICE	3205657	FUEL	42.88	
05/19/2020	INVOICE	1936267	FUEL	106.40	
05/19/2020	INVOICE	4014717	FUEL	36.08	
			Total:	275.33	
			Net of 4 Invoices / 0 Checks	275.33	
03268	SAPP BROS PETROLEUM INC				
05/19/2020	INVOICE	IN3104635	FUEL	1,472.00	
05/19/2020	INVOICE	IN3113740	FUEL	1,994.00	
05/19/2020	INVOICE	IN3100960	FUEL	1,450.00	
05/19/2020	INVOICE	IN3100961	FUEL	2,714.00	
05/19/2020	INVOICE	IN3107580	FUEL	670.84	
05/19/2020	INVOICE	IN3107581	FUEL	369.58	
05/19/2020	INVOICE	IN3110421	FUEL	535.00	
05/19/2020	INVOICE	IN3110420	FUEL	3,175.95	
			Total:	12,381.37	
			Net of 8 Invoices / 0 Checks	12,381.37	
10381	SCHREIBER, TARA				
05/19/2020	INVOICE	201EMCC	PATCHWORK-MCCARTHY	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10407	SCIENCE TELLERS				
05/19/2020	INVOICE	10714	VIDEO SUMMER 2020 - IND LICENCE/LIBRARY - DI	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
03275	SECURITY EQUIPMENT INC				
05/19/2020	INVOICE	565934	KEYPAD AND LABOR	254.00	
05/19/2020	INVOICE	565990	LABOR CHG FOR LATE CANCELLATION-PD	169.00	
			Total:	423.00	
			Net of 2 Invoices / 0 Checks	423.00	
00465	SERVICEMASTER BY SHEVLIN				
05/19/2020	INVOICE	7275	MONTHLY JANITORIAL SERVICE (REDUCED HRS)	1,452.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,452.00	
			Net of 1 Invoices / 0 Checks	1,452.00	
03276 05/19/2020	SHERWIN-WILLIAMS CO INVOICE	5211-0	PAINT SUPPLIES	692.09	
			Total:	692.09	
			Net of 1 Invoices / 0 Checks	692.09	
01090 05/19/2020	SHEVLIN SUPPLY INVOICE	4389	GOJO HAND SOAP	225.50	
			Total:	225.50	
			Net of 1 Invoices / 0 Checks	225.50	
03277 05/19/2020	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M APRIL	APRIL LEGAL SERVICES	7,017.30	
			Total:	7,017.30	
			Net of 1 Invoices / 0 Checks	7,017.30	
02814 05/19/2020	SOUTHERN CARLSON INC. INVOICE	CB41323534	SAND BLAST KIT	151.92	
			Total:	151.92	
			Net of 1 Invoices / 0 Checks	151.92	
03280 05/19/2020	STATE OF NEBR DEPT OF REVENUE INVOICE	043020GOLF	APRIL SALES TAX	2,765.35	
05/19/2020	INVOICE	04.30.2020 UTILITI	APRIL 2020 SALES TAX	48,637.95	
05/19/2020	INVOICE	04.30.2020 POOLS	APRIL 2020 SALES TAX	7.92	
			Total:	51,411.22	
			Net of 3 Invoices / 0 Checks	51,411.22	
MISC 05/19/2020	SUNSHINE RENTALS INVOICE	05/12/2020	UB refund for account: 200-43632-04	112.13	
			Total:	112.13	
			Net of 1 Invoices / 0 Checks	112.13	
00105 05/19/2020	SUPER SAVER INVOICE	111266	FOOD SUPPLIES	20.52	
			Total:	20.52	
			Net of 1 Invoices / 0 Checks	20.52	
00110 05/19/2020	SYSCO LINCOLN INVOICE	361081191	FOIL, PORTION CUPS, FOOD SUPPLIES	1,329.33	
05/19/2020	INVOICE	361072796	GLOVES, FOOD CONTAINERS, FOOD SUPPLIES	1,260.19	
05/19/2020	INVOICE	3691072097	BALANCE DUE -STEAMER	12,199.50	
05/19/2020	INVOICE	361072096	BALANCE DUE ON DISHWASHER	5,984.50	
			Total:	20,773.52	
			Net of 4 Invoices / 0 Checks	20,773.52	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02743 05/19/2020	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000038615	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
00540 05/19/2020	TIME WARNER CABLE INVOICE	8347 10 041 000076	HD CONVERTER	8.37	
			Total:	8.37	
			Net of 1 Invoices / 0 Checks	8.37	
03128 05/19/2020	TIRE OUTLET INC INVOICE	165440	TIRE REPAIRS #4	60.00	
05/19/2020	INVOICE	165524	TIRE REPAIR	10.00	
05/19/2020	INVOICE	165635	TIRE REPAIR	10.00	
05/19/2020	INVOICE	165781	CARLISLE TIRE	104.00	
05/19/2020	INVOICE	173469	BALANCE DUE ON NE TIRE FEE	2.00	
			Total:	186.00	
			Net of 5 Invoices / 0 Checks	186.00	
03283 05/19/2020	TRACTOR SUPPLY CREDIT PLAN INVOICE	474039	DRILL BIT	14.99	
05/19/2020	INVOICE	474509	IGNITION SWITCH	14.99	
05/19/2020	INVOICE	234532	SHACKLES	24.56	
05/19/2020	INVOICE	472706	HEAVY DUTY GREASE	75.00	
05/19/2020	INVOICE	100474175	EYE BOLTS FOR LIFT STATION	22.47	
			Total:	152.01	
			Net of 5 Invoices / 0 Checks	152.01	
10412 05/19/2020	TRITECH SOFTWARE SYSTEMS INVOICE	278924	IMAGETREND INTERFACE-BALANCE DUE	3,447.00	
			Total:	3,447.00	
			Net of 1 Invoices / 0 Checks	3,447.00	
00550 05/19/2020	TRUCK CENTER COMPANIES INVOICE	121348	ROSENBAUER MAINTENANCE	775.46	
			Total:	775.46	
			Net of 1 Invoices / 0 Checks	775.46	
00349 05/19/2020	TWEET'S SPORT SHOP INVOICE	12021	AMMUNITION - ROMSHEK	107.00	
			Total:	107.00	
			Net of 1 Invoices / 0 Checks	107.00	
01413 05/19/2020	TWIN RIVERS VETERINARY CLINIC INVOICE	141541	ANIMAL CARE	181.00	
			Total:	181.00	
			Net of 1 Invoices / 0 Checks	181.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03288 05/19/2020	TWOREK WELDING & REPAIR INVOICE	4277	SHARPEN BLADES	146.00	
			Total:	146.00	
			Net of 1 Invoices / 0 Checks	146.00	
00384 05/19/2020 05/19/2020	TYPHOON WASH INVOICE INVOICE	11125 11126	DELUXE WASH DELUXE WASH	7.50 7.50	
			Total:	15.00	
			Net of 2 Invoices / 0 Checks	15.00	
00298 05/19/2020	UPS STORE INVOICE	00000023590	BUSINESS CARDS - PETERS	70.00	
			Total:	70.00	
			Net of 1 Invoices / 0 Checks	70.00	
03294 05/19/2020 05/19/2020 05/19/2020 05/19/2020 05/19/2020	USA BLUE BOOK INVOICE INVOICE INVOICE INVOICE INVOICE	220306 221922 211704 224620 224724	HYDRAULIC FLUID CYLINDERS SUPPLIES COVERALLS HYDRAULIC SHORING SYSTEM	383.87 1,364.09 439.82 68.98 3,428.52	
			Total:	5,685.28	
			Net of 5 Invoices / 0 Checks	5,685.28	
01181 05/19/2020 05/19/2020	VERIZON WIRELESS INVOICE INVOICE	9853449806 9853406232	MAY CELL PHONE CHARGES CELL PHONES AND JETPACKS	1,775.67 582.75	
			Total:	2,358.42	
			Net of 2 Invoices / 0 Checks	2,358.42	
03154 05/19/2020	WASTE CONNECTIONS OF NEBRASKA INVOICE	5575050	APRIL GARBAGE SERVICE	225.06	
			Total:	225.06	
			Net of 1 Invoices / 0 Checks	225.06	
02708 05/19/2020	WELLNESS PARTNERS LLC INVOICE	4041	MAY NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
03303 05/19/2020	WILKE LANDSCAPE CENTER INVOICE	70503	EMERALD LUSTRE MAPLE TREE	298.28	
			Total:	298.28	
			Net of 1 Invoices / 0 Checks	298.28	
10406 05/19/2020	WORKING FIRE FURNITURE INVOICE	2124	(8) CUSTOM EMBROIDERED RECLINERS	4,792.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,792.00	
			Net of 1 Invoices / 0 Checks	4,792.00	
02920 05/19/2020	YARD ART LANDSCAPING INC. INVOICE	1082	REPLACE SPRINKLER HEAD-R MORGAN	115.00	
			Total:	115.00	
			Net of 1 Invoices / 0 Checks	115.00	
00215 05/19/2020	ZIMCO SUPPLY CO INVOICE	141073	ARMORTECH KADE 4L 2.5 GAL	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
			invoices and 0 checks for 163 vendors:	1,398,371.99	

4. **APPROVAL OF MINUTES - Included in Consent Agenda**

5. **SPECIAL PRESENTATIONS - None**

6. **PUBLIC HEARINGS**

A. Public hearing - Application of Foreman Lumber for final plat and development agreement of Ekea Addition (41 Avenue and 11 Street). (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7 p.m. on the final plat and development agreement of Ekea Addition, the S1/2 of the SE1/4, NE1/4, SW1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, except the east 27 feet thereof and Lot 1, Columbus West Viaero Site Addition to the City of Columbus, containing 3.80 acres, more or less (41 Avenue and 11 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:07:2020
One Affidavit of Publication

The City of **Columbus**

MEMORANDUM

DATE: May 7, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: EKEA Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of EKEA Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on April 13, 2020, and City Council on April 20, 2020.

DISCUSSION:

The addition consists of 20 residential lots and one lot for the stormwater treatment facility. The property is currently within the corporate limits. Adjacent segments of 11th Street and 41st Avenue will be concrete paved with storm sewer in accordance with City standards.

FISCAL IMPACT:

Minor street and utility maintenance. Additional right-of-way is being obtained on 11th Street.

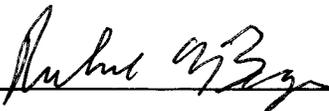
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis _____

SIGNATURE:

By: _____  _____

Approved By: _____ Tara Vasicek _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

FILED

APR 23 2020

**CITY CLERK
COLUMBUS, NEBR.**

DATE: April 21, 2020

NAME OF SUBDIVISION: Ekea Addition

NAME OF APPLICANT: Foreman Lumber – Craig Foreman

ADDRESS OF APPLICANT: 3920 23rd St., Columbus, NE

PHONE NUMBER: 402-564-2775 APPLICANT E-MAIL: craigforemanlumber.com

NUMBER OF LOTS IN SUBDIVISION: 21

ADDRESS OF SUBDIVISION: 41st Avenue and 11th Street

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.



Owner or Owner's Representative

Tessendorf & Tessendorf
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

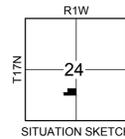
FINAL PLAT EKEA ADDITION

to the City of Columbus, located in a portion of the SW 1/4, Section 24,
T17N, R1W of the 6th P.M., Platte County, Nebraska.

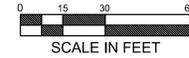


OWNER:
WESTWOOD ADDITION LLC
1154 41st AVENUE
COLUMBUS, NE 68601

SURVEYOR/ENGINEER:
GILMORE & ASSOCIATES, INC.
2670 33RD AVENUE
COLUMBUS, NE 68601



LEGEND
● - Monument Found
○ - Set 5/8" x 24" Rebar
W/Plastic Survey Cap
R - Recorded Distance
M - Measured Distance
X - Calculated Point



LEGAL DESCRIPTION

The S 1/2 of the SE 1/4, NE 1/4, SW 1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, except the east 27 feet thereof and Lot 1, Columbus West Viaero Site Addition to the City of Columbus, containing 3.80 acres, more or less.

FIELD NOTES - SECTION 24, T17N, R1W

"A", "B", and "C" - Found 5/8" rebar with cap as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

"D" - Found 1" iron pipe.

"E" - Southwest Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 3/4" iron pipe as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

0.73' N to southeast corner of telephone pedestal
65.02' S to mag nail in power pole
121.52' N to 5/8" rebar with plastic cap

"F" - Southeast Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 5/8" rebar as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

Rebar was found bent over, said rebar was spun and straightened.
34.99' ESE to the northwest corner of block building
52.53' SE to the southwest corner of block building
75.15' SSW to "X" nails in power pole

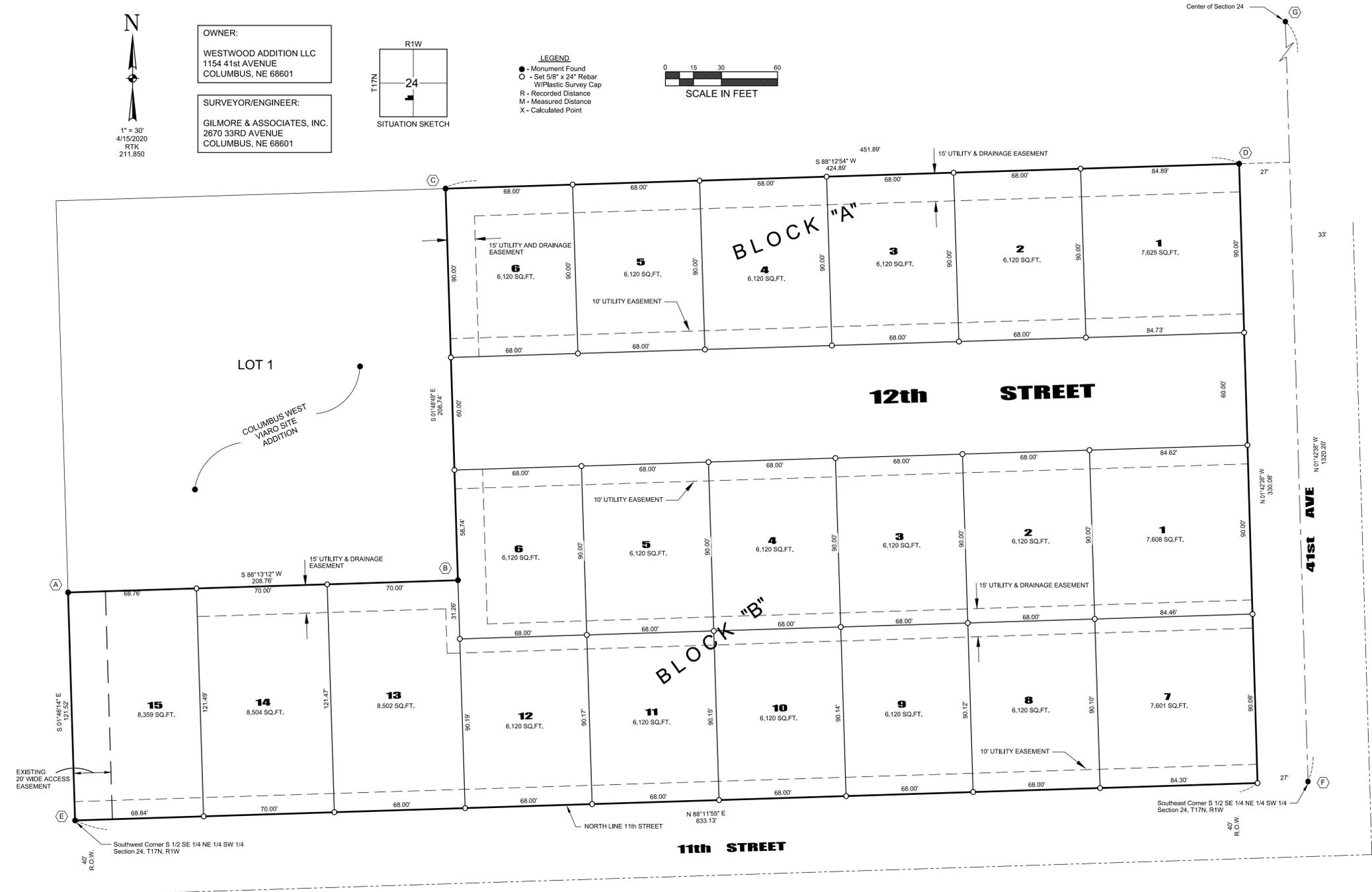
"G" - Center of Section 24 - Found 1" iron pipe in monument well as recorded on a survey by Thomas A. Tremel, L.S. #455, dated and revised March 30, 2005.

30.29' SW to center of manhole lid
32.93' NNW to top center bolt of fire hydrant
28.94' NW to nail in bottle cap in power pole
1' E to centerline of 41st Avenue north-south
8' S to centerline of 15th Street east-west

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed EKEA ADDITION and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this _____ day of _____, 2020.

Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.



CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2020.

Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

This plat of EKEA ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2020.

Chairman

SCHOOL DISTRICT

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The above plat approved by School District No. 001, Platte County, Nebraska

Attest:

Secretary

President

11/15/2020 10:54:11 AM

1. Resolution No. R20-48 approving final plat and development agreement.

RESOLUTION NO. R20- 48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: THE S1/2 SE1/4 NE1/4 SW1/4 OF SECTION 24-T17N-R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, EXCEPT THE EAST 27 FEET THEREOF AND LOT 1, COLUMBUS WEST VIAERO SITE ADDITION, TO THE CITY OF COLUMBUS, CONTAINING 3.8 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS EKEA ADDITION, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND APPROVING THE PLAT THEREOF.

WHEREAS, West Wood Addition, LLC, is the owner of real estate described as follows:

The S1/2 SE1/4 NE1/4 SW1/4 of Section 24-T17N-R1W of the 6th P.M., Platte County, Nebraska, Except the East 27 feet thereof and Lot 1, Columbus West Viaero Site Addition, to the City of Columbus, containing 3.8 acres, more or less.

Said real estate is currently located within the boundaries and zoning jurisdiction of the City of Columbus, Nebraska, and

WHEREAS, said owner has laid out said land into lots and streets with appropriate utility easement areas under the name of EKEA Addition to the City of Columbus, Platte County, Nebraska, and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, streets and easement areas belonging to such subdivision, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utilities easements to the use and benefit of the public, all provided by law, said instrument being attached to said plat, and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein, and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Clyde R. Flowers Jr., Registered Land Surveyor, under the date of April 22, 2020, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owners have agreed with the City of Columbus, Nebraska to pay all costs necessary to extend water and sewer mains to serve said Addition and to pay all costs for laying such water and sewer mains within the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the

requirements of the City Engineer deliver the same to the City of Columbus, Nebraska without cost to it, and

WHEREAS, said proposed Addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 001, Columbus, Nebraska, and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat, and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Addition to the City of Columbus, Nebraska, and

WHEREAS, a Development Agreement has been prepared for said Addition setting forth in the agreement between the City of Columbus and the Addition, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto marked Exhibit "1" and incorporated herein by reference; and

WHEREAS, the Mayor and City Council have held a public hearing on the approval of the Final Plat of said Addition and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for EKEA Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification R-1 Zoning District according to the Zoning Regulations of the City of Columbus, Nebraska; that the EKEA Development Agreement attached hereto as "Exhibit "1" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Development Agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Please return to:
Tessendorf & Tessendorf, P.C
PO Box 925
Columbus, NE 68602-0925
(402) 564-8555

EKEA ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of May, 2020, by and between West Wood Addition, LLC (hereinafter referred to as "Subdivider"), and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as EKEA ADDITION, to the City of Columbus, Platte County, Nebraska (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise of 3.80 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty-three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case, the cost over 8-inches shall be paid for by the city subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer system improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-of-way and easement per plat (Exhibit “A”) on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water

distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the city subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement area dedicated per plat (Exhibit "A"), which Subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

G. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required the costs shall be borne by the Subdivider.

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District as Subdivider's cost and at no cost to the City.

I. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by the Subdivision Engineer and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP, along with the name and contact information of the certified person/firm providing the inspections, to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is distributed, the subdivision shall complete a small lot NOI and SWPPP.

K. Subdivider agrees to pay all costs necessary to extend water, sanitary sewer system, storm sewer, and paving as applicable on 41st Ave. and 11th St.

L. Subdivider agrees to obtain necessary written permission to have a three point turnaround inside the cell tower property now known as Lot 1 on the Final Plat (Exhibit "A"). A copy of said written permission will be provided to the City upon receipt.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, to the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed.

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

By: _____
MAYOR

Dated: _____

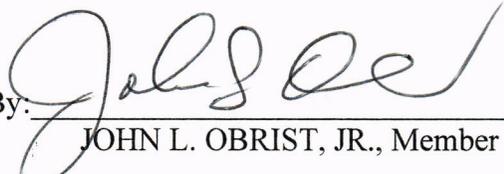
APPROVED AS TO FORM:

CITY ATTORNEY

WEST WOOD ADDITION, LLC

By: 
CRAIG FOREMAN, Member

Dated: 5-13-2020

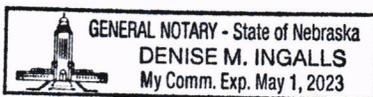
By: 
JOHN L. OBRIST, JR., Member

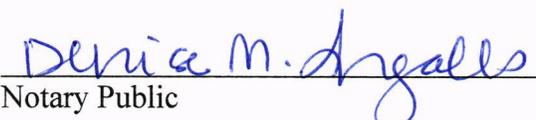
Dated: 5-13-2020

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 13th day of May, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Craig Foreman and John L. Obrist, Jr., who are personally known by me to be the identical persons whose names are affixed to the Development Agreement, and acknowledged the execution thereof to be their voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

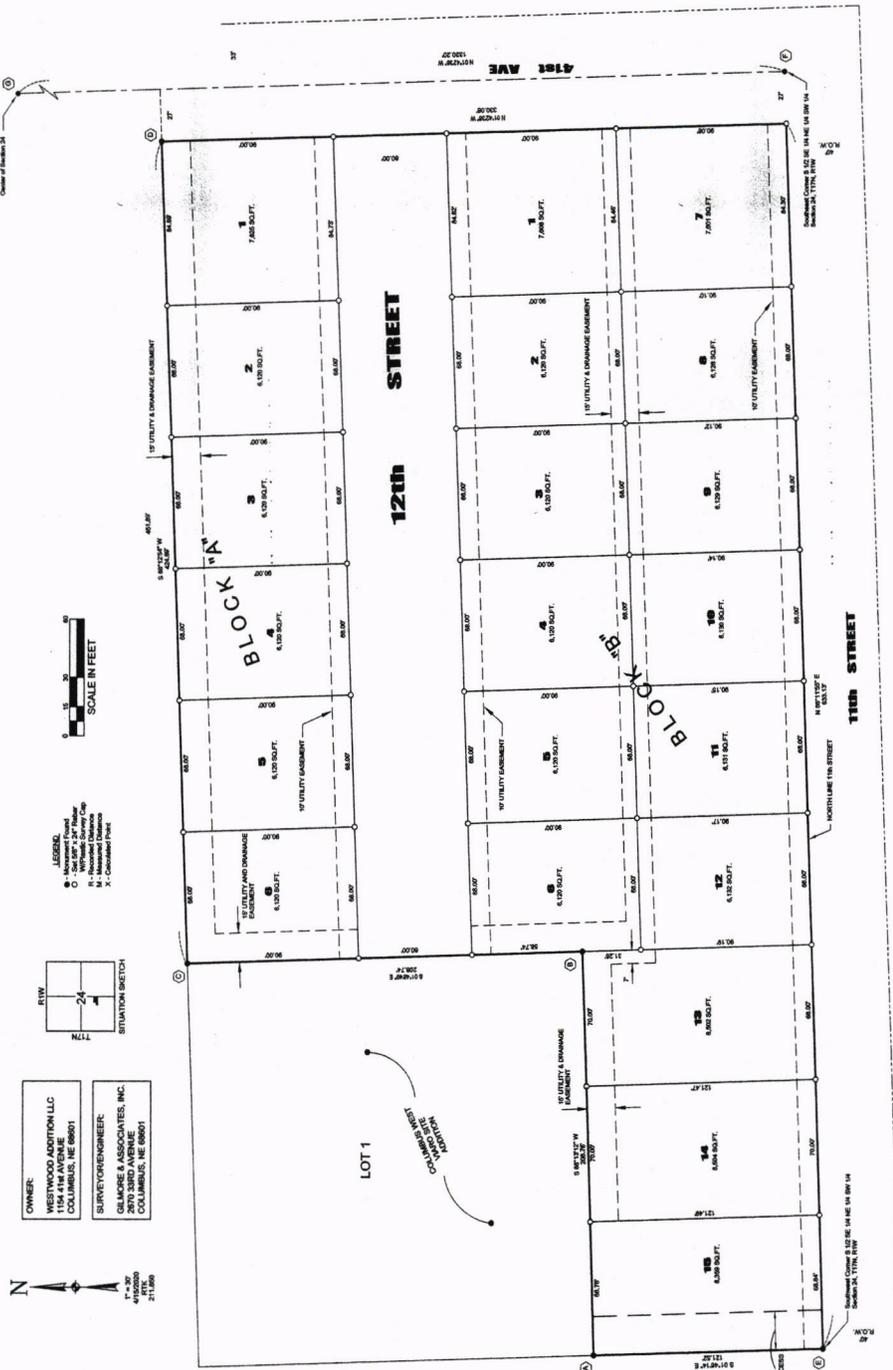



Notary Public

(My commission expires: 5-1-23)

FINAL PLAT EKEA ADDITION

to the City of Columbus, located in a portion of the SW 1/4, Section 24,
T17N, R1W of the 6th P.M., Platte County, Nebraska.



OWNER:
WESTWOOD ADDITION LLC
1154 41st AVENUE
COLUMBIUS, NE 68001

SURVEYOR/ENGINEER:
GILMORE & ASSOCIATES, INC.
COLUMBIUS, NE 68001

LEGAL DESCRIPTION:
WESTWOOD ADDITION LLC
1154 41st AVENUE
COLUMBIUS, NE 68001

LEGAL DESCRIPTION:
WESTWOOD ADDITION LLC
1154 41st AVENUE
COLUMBIUS, NE 68001

LEGAL DESCRIPTION

The S 1/2 of the SE 1/4, NE 1/4, SW 1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, except the east 27 feet thereof and Lot 1, Columbus West Vero Site Addition to the City of Columbus, containing 3.80 acres, more or less.

FIELD NOTES - SECTION 24, T17N, R1W

- *A*, *B*, and *C* - Found 5/8" rebar with cap as recorded on a survey by Adam J. Gwertzen, L.S. #704, dated September 23, 2014.
- *D* - Found 1" iron pipe.
- *E* - Southeast Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 5/8" iron pipe as recorded on a survey by Adam J. Gwertzen, L.S. #704, dated September 23, 2014.
- 0.79' N to southeast corner of telephone pedestal
- 66.02' S to ring nail in power pole
- 121.52' N to 5/8" rebar with plastic cap
- *F* - Southeast Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 5/8" rebar as recorded on a survey by Adam J. Gwertzen, L.S. #704, dated September 23, 2014.
- Rebar was found bent over, said rebar was spun and straightened.
- 121.52' N to southeast corner of block building
- 62.85' SE to the southeast corner of block building
- 75.15' SSW to "X" nails in power pole
- *G* - Center of Section 24 - Found 1" iron pipe in monument well as recorded on a survey by Adam J. Gwertzen, L.S. #704, dated and revised March 26, 2005.
- 30.29' SW to center of manhole lid
- 32.92' NWW to top center bolt of fire hydrant
- 25.94' NW to nail in bottle cap in power pole
- 121.52' N to southeast corner of block building
- 8' S to center of 1/2" iron pipe
- 8' S to center of 1/2" iron pipe

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed EKEA ADDITION and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and shown on the above and foregoing survey.



Clyde R. Flowers, Jr.
Clyde R. Flowers, Jr., Nebraska, L.S. #387
GILMORE & ASSOCIATES, INC.

EXHIBIT

A

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE)
CITY OF COLUMBUS)
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____, dated _____ day of _____, 2020.
Attest:

PLANNING COMMISSION
STATE OF NEBRASKA)
COUNTY OF PLATTE)
CITY OF COLUMBUS)
The above plat approved by the Planning Commission of the City of Columbus, Nebraska, approved by the Planning Commission on the _____ day of _____, 2020.

SCHOOL DISTRICT
STATE OF NEBRASKA)
COUNTY OF PLATTE)
CITY OF COLUMBUS)
The above plat approved by School District No. 001, Platte County, Nebraska
Attest:

Mayor, City of Columbus

City Clerk

Chairman

Secretary

President

Please return to:
Tessendorf & Tessendorf, P.C.
P.O. Box 925
Columbus, NE 68602-0925

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENT:

That **West Wood Addition, LLC**, a Nebraska LLC, the proprietor and owner of the following described real estate located in the S1/2 SE1/4 NE1/4 SW1/4 of Section 24, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, EXCEPT the following tract: The North 186 feet of the East 130 feet of the S1/2 SE1/4 NE1/4 SW1/4 of Section 24, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, and the North 186 feet of the East 130 feet of the S1/2 SE1/4 NE1/4 SW1/4 of Section 24, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, containing 3.8 acres, more or less.

and has caused the above-described real estate to be laid out into lots, streets and easement areas belonging to such Addition, under the name of EKEA Addition, to the City of Columbus, located in the S1/2 SE1/4 NE1/4 SW1/4 of Section 24, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets and easements belonging to such Addition, a Plat of which bearing the date of April 22, 2020, and certified by Clyde R. Flowers Jr., registered land surveyor, is attached hereto.

Said owners hereby dedicate the streets and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as "Easements".

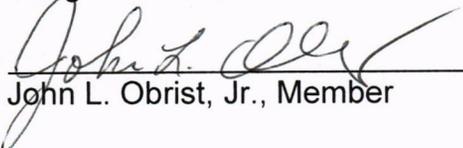
Said owners and dedicators covenant and agree with the City of Columbus to lay, at its own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, this instrument has been signed on May 13, 2020.

WEST WOOD ADDITION, LLC

By: 

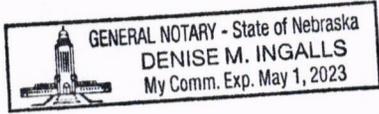
Craig Foreman, Member

By: 

John L. Obrist, Jr., Member

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

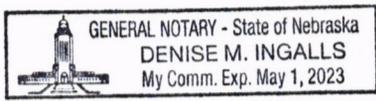
The foregoing instrument was acknowledged before me on May 13, 2020, by
Craig Foreman.



Denise M. Ingalls
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on May 13, 2020, by
John L. Obrist, Jr.



Denise M. Ingalls
Notary Public

- B. Public hearing - Application of Granville Custom Homes, Inc. for final plat and development agreement of Frontier Park Addition (East 14 Avenue and Armory Drive). (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7 p.m. on the final plat and development agreement of Frontier Park Addition, a tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" E; thence N 00°08'15" E, a distance of 60.00 feet, to the point of beginning; thence continuing N 00°08'15" E, a distance of 60.07 feet, to the southwest corner of a tract of land previously surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°08'42" E, a distance of 209.98 feet, to the southeast corner of said previously surveyed tract; thence N 00°07'57" W, a distance of 149.92 feet, to the northeast corner of said previously surveyed tract; thence N 89°52'40" E, a distance of 800.73 feet; thence S 00°02'39" E, a distance of 206.76 feet, to a point on the north right-of-way line of Armory Drive; thence S 89°53'53" W, and on said north right-of-way line, a distance of 1010.38 feet, to the point of beginning, containing 4.08 acres, more or less (East 14 Avenue and Armory Drive).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, interested parties may be heard.

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:07:2020
One Affidavit of Publication

The City of **Columbus**

MEMORANDUM

DATE: May 6, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Frontier Park Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Frontier Park Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on March 9, 2020, and City Council on March 16, 2020.

DISCUSSION:

The addition consists of 14 lots which was part of the 24 lot preliminary plat. The lots are the west 14 and abut Armory Drive. The property is currently within the corporate limits.

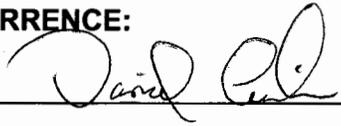
FISCAL IMPACT:

None

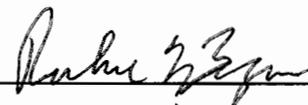
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

FILED

MAR 18 2020

**CITY CLERK
COLUMBUS, NEBR.**

DATE: March 17, 2020

NAME OF SUBDIVISION: Frontier Park Addition

NAME OF APPLICANT: Granville Custom Homes, Inc.

ADDRESS OF APPLICANT: 4514 Howard Blvd.

PHONE NUMBER: 402-276-3476 APPLICANT E-MAIL: steven@granville-homes.com

NUMBER OF LOTS IN SUBDIVISION: 14

ADDRESS OF SUBDIVISION: East 14th Avenue and Armory Drive

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.


Owner or Owner's Representative

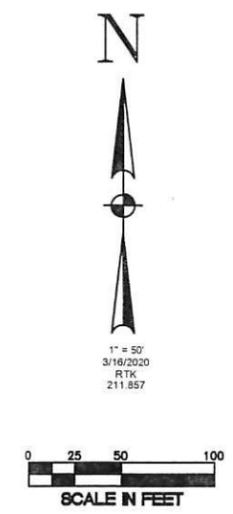
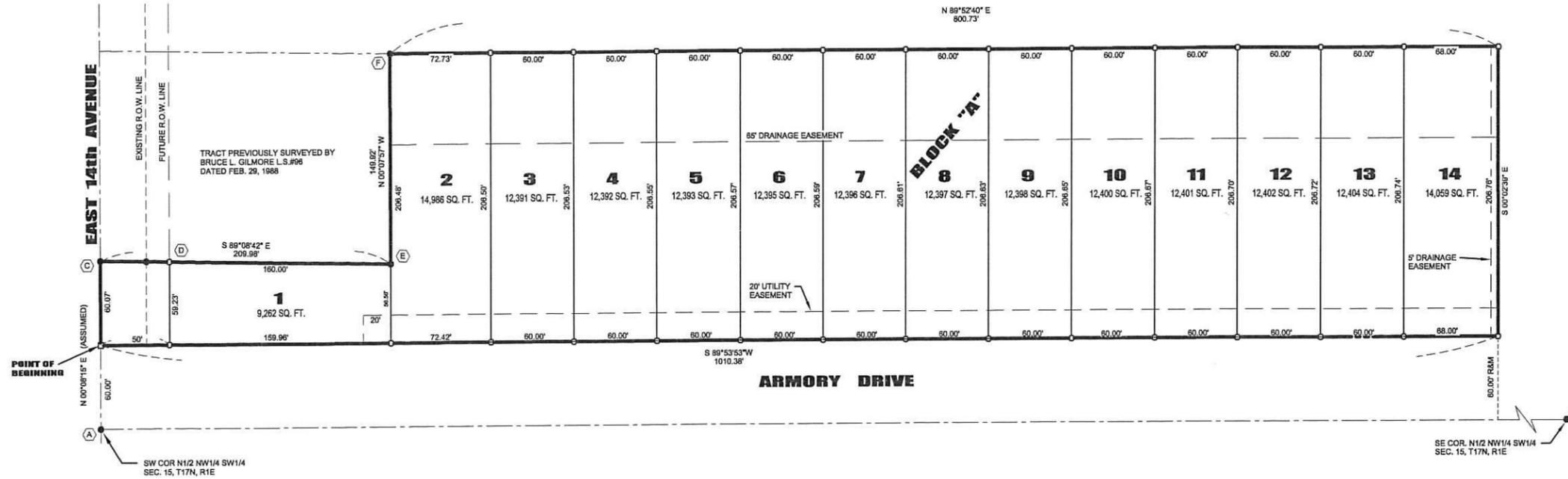
Steven Ramaekers
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

FINAL PLAT FRONTIER PARK ADDITION

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M.,
in the City of Columbus, Platte County, Nebraska,



FRONTIER PARK ADDITION LEGAL DESCRIPTION

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, more particularly described as follows:
Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" E, a distance of 60.00 feet, to the point of beginning; thence continuing N 00°08'15" E, a distance of 60.07 feet, to the southwest corner of a tract of land previously surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°08'42" E, a distance of 209.98 feet, to the southeast corner of said previously surveyed tract; thence N 00°07'57" W, a distance of 149.92 feet, to the northeast corner of said previously surveyed tract; thence N 89°52'40" E, a distance of 800.73 feet; thence S 00°02'39" E, a distance of 206.76 feet, to a point on the north right-of-way line of Armory Drive; thence S 89°53'53" W, and on said north right-of-way line, a distance of 1010.38 feet, to the point of beginning, containing 4.08 acres, more or less.

FIELD NOTES - SECTION 15, T17N, R1E

- "A" - Southwest Corner N 1/2 NW 1/4 SW 1/4 - Found railroad spike 0.4' below asphalt surface as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.
35.02' E to "X" nails in power pole
28.35' W to "X" nails in light pole
68.81' NNW to center top nut of fire hydrant
2.5' E to centerline of E 14th Avenue
- "B" - Southeast Corner N 1/2 NW 1/4 SW 1/4 - Found 5/8" rebar with cap as recorded on a survey by Eric M. Breuer, L.S. #586, dated September 3, 2008.
40.41' W to center of manhole lid
17.33' NW to mag nail in top of curb
26.10' NE to mag nail in top of curb
- "C", "D", "E", and "F" - Found 5/8" rebars as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on March 18, 2020; that all dimensions are in feet and are correct to the best of my knowledge and belief.



Clyde R. Flowers, Jr.
Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2020.
Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
This plat of FRONTIER PARK ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2020.

Chairman

SCHOOL BOARD APPROVAL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
The above plat approved by School District No. 001, of Platte County, Nebraska.
Attest:

Secretary

President

OWNER: GRANVILLE CUSTOM HOMES, INC. 4514 HOWARD BLVD. COLUMBUS, NE 68601	SURVEYOR/ENGINEER: GILMORE & ASSOCIATES, INC. 2670 33RD AVENUE COLUMBUS, NE 68601
--	---

EXISTING ZONING : R-R

1. Resolution No. R20-49 approving final plat and development agreement.

RESOLUTION NO. R20-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND ASSUMING THE WEST LINE OF SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4 TO HAVE A BEARING OF N 00°08'15" E; THENCE N 00°08'15" E, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°08'15" E, A DISTANCE OF 60.07 FEET, TO THE SOUTHWEST CORNER OF A TRACT OF LAND PREVIOUSLY SURVEYED BY BRUCE L. GILMORE, L.S. #96, DATED FEBRUARY 29, 1988; THENCE S 89°08'42" E, A DISTANCE OF 209.98 FEET, TO THE SOUTHEAST CORNER OF SAID PREVIOUSLY SURVEYED TRACT; THENCE N 00°07'57" W, A DISTANCE OF 149.92 FEET, TO THE NORTHEAST CORNER OF SAID PREVIOUSLY SURVEYED TRACT; THENCE N 89°52'40" E, A DISTANCE OF 800.73 FEET; THENCE S 00°02'39" E, A DISTANCE OF 206.76 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARMORY DRIVE; THENCE S 89°53'53" W, AND ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1010.38 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.08 ACRES, MORE OR LESS, HEREAFTER TO BE KNOWN AS FRONTIER PARK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE FRONTIER PARK ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Granville Custom Homes, Inc., a Nebraska Corporation, is the owner of the real estate described as:

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" E; thence N 00°08'15" E, a

distance of 60.00 feet, to the point of beginning; thence continuing N 00°08'15" E, a distance of 60.07 feet, to the southwest corner of a tract of land previously surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°08'42" E, a distance of 209.98 feet, to the southeast corner of said previously surveyed tract; thence N 00°07'57" W, a distance of 149.92 feet, to the northeast corner of said previously surveyed tract; thence N 89°52'40" E, a distance of 800.73 feet; thence S 00°02'39" E, a distance of 206.76 feet, to a point on the north right-of-way line of Armory Drive; thence S 89°53'53" W, and on said north right-of-way line, a distance of 1010.38 feet, to the point of beginning, containing 4.08 acres, more or less.

all of which is presently platted and within the boundaries and within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, blocks, streets and avenue roadways with appropriate utility easements under the name of Frontier Park Addition to City of Columbus, Platte County, Nebraska; and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and avenue roadways with appropriate utility easement areas belonging to such addition, all as provided by law, and bearing the certificate of Clyde R. Flowers, Jr., RLS #357, under the date March 18, 2020, a copy of which Plat is hereto attached; and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utility easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, all of the lots shown on said plat are zoned R-1 according to the zoning regulations of the City of Columbus, Nebraska; and

WHEREAS, said owner has agreed with the City of Columbus, Nebraska to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City of Columbus, Nebraska without cost to it; and

WHEREAS, said proposed Subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 001, Columbus, Nebraska, and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Addition to the City of Columbus, Nebraska, and

WHEREAS, a Development Agreement has been prepared for said Addition setting forth in the agreement between the City of Columbus and the addition, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Mayor and the City Council have held a public hearing on the approval of the Final Plat of said Addition and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Frontier Park Addition to the City of Columbus, Platte County, Nebraska be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification R-1 Zoning District according to the Zoning Regulation of the City of Columbus, Nebraska; that the Frontier Park Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Development Agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Please return to:
Steven Ramaekers
Granville Custom Homes, Inc.
4514 Howard Blvd
Columbus, NE 68601
steven@granville-homes.com
402-276-3476

**FRONTIER PARK ADDITION
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between GRANVILLE CUSTOM HOMES, INC, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS , a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as FRONTIER PARK ADDITION to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 4.08 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider will install water, sanitary and storm sewer systems and sidewalks in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

C. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case the, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

D. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within dedicated street rights-of-way and easement per plat (Exhibit "A") on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. Natural gas distribution mains shall be located within dedicated street rights-of-way dedicated per plat (Exhibit "A"), which Subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

F. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required the costs shall be borne by the Subdivider.

G. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") or adjacent to the addition to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

H. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction. Subdivider may delay construction of the sidewalk along East 14th Avenue as it would be part of the Street Improvement District.

I. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by THE ENGINEER Associates and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI, SWPPP, and name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm

Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a Small Lot NOI SWPPP.

J. Subdivider agrees to not object to the creation of a possible Storm Sewer Extension District which would include a regional storm water treatment facility.

K. Subdivider agrees to not object to the creation of a Street Improvement District on East 14th Avenue.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period shall be made by favorable recommendation of Planning Commission and approval by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

GRANVILLE CUSTOM HOMES, INC.

By _____
Steven Ramaekers, President

Dated this ____ day of _____, 2020.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ____ day of _____, 20____, before me a Notary Public, duly
commissioned and qualified in and for said County, appeared _____,
who is personally known by me to be the identical person whose name is affixed to the
Development Agreement, and acknowledged the execution thereof to be his voluntary act and
deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

(My commission expires: _____)

- C. Public hearing - Application of Columbus Retail, LLC for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located at 3620 23 Street. (Planning Commission continued this public hearing to June 8, 2020, at 7 p.m.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7 p.m. on the application for a special use permit to allow convenience storage on the following described real estate in a "B-2" (General Commercial District) zone: Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows: Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning, said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less (3620 23 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:07:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 6, 2020
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit for Columbus Retail, LLC

RECOMMENDATION:

I recommend approval of the Special Use permit to allow Convenience Storage in a B-2 zoning district as indicated on the application.

DISCUSSION:

We have received an application for a Special Use permit to allow convenience storage within part of Unit 2 as indicated in the legal description submitted as part of the application. All storage units will be located within the existing building. With limited area for parking, I believe this is a good use for the building and recommend approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: _____

Approved By: _____



SPECIAL USE PERMIT APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

Applicant's Name: Columbus Retail, LLC
Applicant's Address: 1000 O Street, Suite 201
Lincoln, NE 68508
Applicant's Phone #: (402) 416-3522
Applicant's E-Mail: mike@nightcaphospitality.com
Property Owner: Columbus Retail, LLC
Address of Property: 3620 23rd Street, Columbus NE

FILED

FEB 21 2020

**CITY CLERK
COLUMBUS, NEBR.**

Legal Description of Property:

Unit 2, Columbus Retail Condominium Regime in accordance with the Declaration recorded on Lot 5, Legacy Square Addition, September 25, 2018 under Book 240 at Page 1227 of the records of Platte County Nebraska

Description of the nature and operating characteristics of the proposed use:

Owner desires to use a portion of Unit 2 for Convenience Storage uses. As shown on the attached site plan, approximately 31,500 square feet of Unit 2 would consist of indoor storage mini-storage units. The convenience storage use would likely be constructed in two phases. The initial phase would consist of approximately 15,177 square feet of Unit 2, which would be converted into approximately 60 mini storage units as set forth on the attached preliminary site plan. The second phase would consist of converting the remaining 16,319 square feet of storage shown in the site plan to approximately 81 mini-storage units. All self-storage units would be located within the existing building and no exterior storage or storage of hazardous chemicals will be permitted.

Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See attached preliminary site plan.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 18th day of Feb, 2020

Mike Wosh, Managing Member
Property Owner/Authorized Agent

Columbus Retail Condominium Regime

Unit 2 Legal Description

Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning.

Said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less.

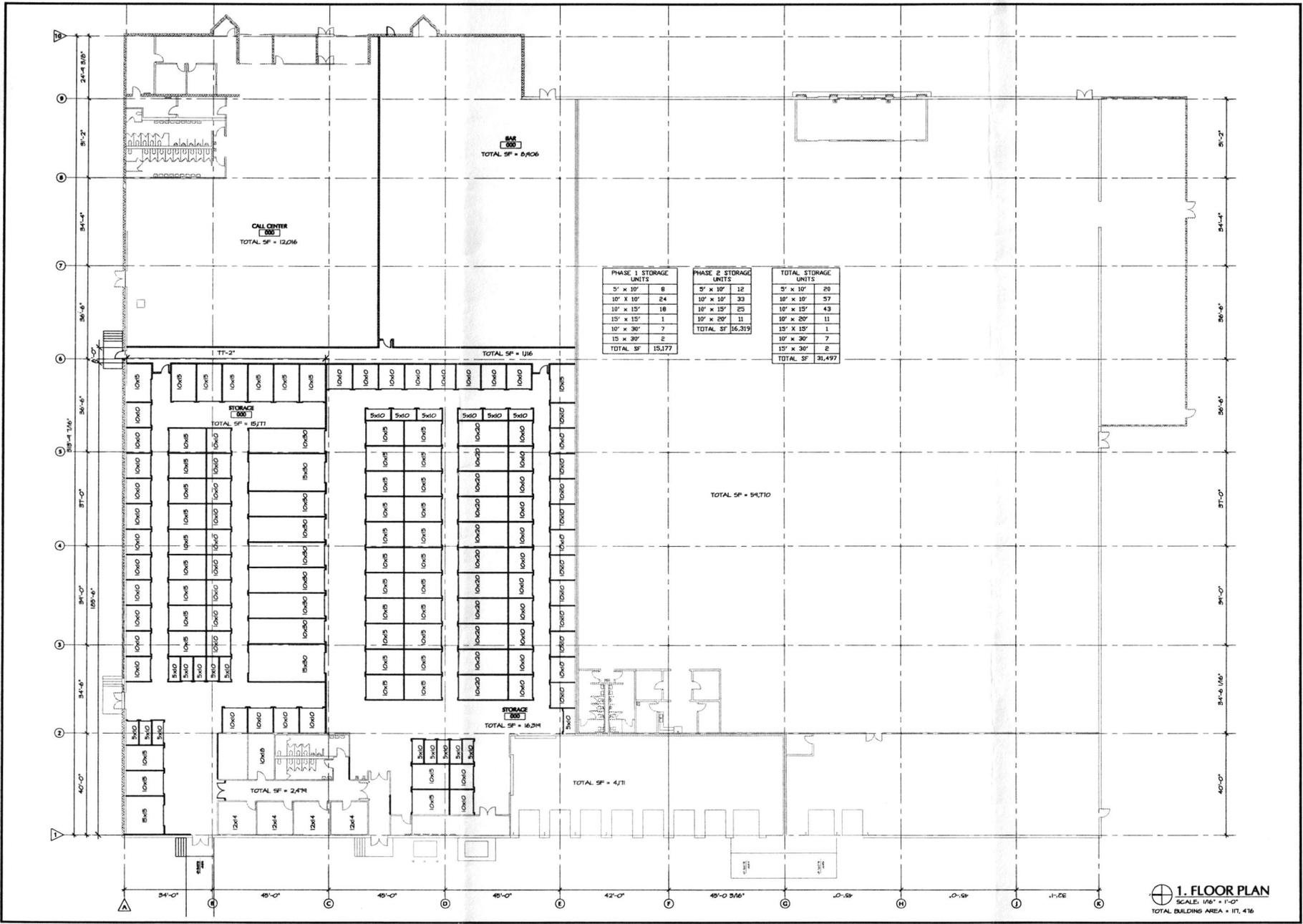
NO. _____
 DATE _____
 REVISIONS _____

COLUMBUS STORAGE
 3564 23RD ST.
 COLUMBUS, NE 68601

FLOOR PLAN

Project:
 Date: 16 JAN 2020
 Revision Date:

A1.1



- D. Public hearing - Application of Lowell Anderson for special use permit to allow the building coverage to be increased from 35 percent to 39 percent in an "R-2(b)" (Urban-Family Residential District with an agricultural overlay district) zone located at 1539 1 Street. (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7 p.m. on the application for a special use permit to allow the building coverage to be increased from 35 percent to 39 percent on the following described real estate in a "R-2(b)" (Urban-Family Residential with an Agricultural Overlay District) zone: A tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning (1539 and 1541 1 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:07:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 6, 2020
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to allow 39% Building Coverage in an R-2(b) District

RECOMMENDATION:

I recommend approval of the Special Use permit to allow an increase from 35% building coverage to allow 39% building coverage on the lot located at 1539 1st Street.

DISCUSSION:

We have received an application for a Special Use permit to allow an increase of building coverage from 35% to 39% in an R-2(b) zoning district, if approved the applicant intends on constructing a duplex on the property.

FISCAL IMPACT:

None

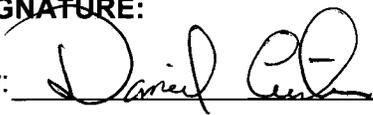
ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: _____

Approved By: _____




SPECIAL USE PERMIT APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

Applicant's Name: Lowell Anderson

Applicant's Address: 257 12th Ave

APR 17 2020

Columbus, NE

Applicant's Phone # 402-942-4076

**CITY CLERK
COLUMBUS, NEBR.**

Applicant's E-Mail Lowell.tac@gmail.com

Property Owner: Lowell Anderson

Address of Property: 1539 1st Street

Legal Description of Property:

TR IN SW 1/4 NN 1/4 S OF 1ST ST 29-17-1E .24
AC LAND IN CITY LIMITS COLUMBUS

Description of the nature and operating characteristics of the proposed use:

LOT SIZE 10,302.00 SQ FT

PROPOSED BUILDING MEETS CITY CODE SETBACKS
BUT IS OVER MAXIMUM BUILDING COVERAGE BY
4% FOR A TOTAL OF 39% BUILDING COVERAGE.

Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 13 day of April, 2020

Lowell Anderson
Property Owner/Authorized Agent

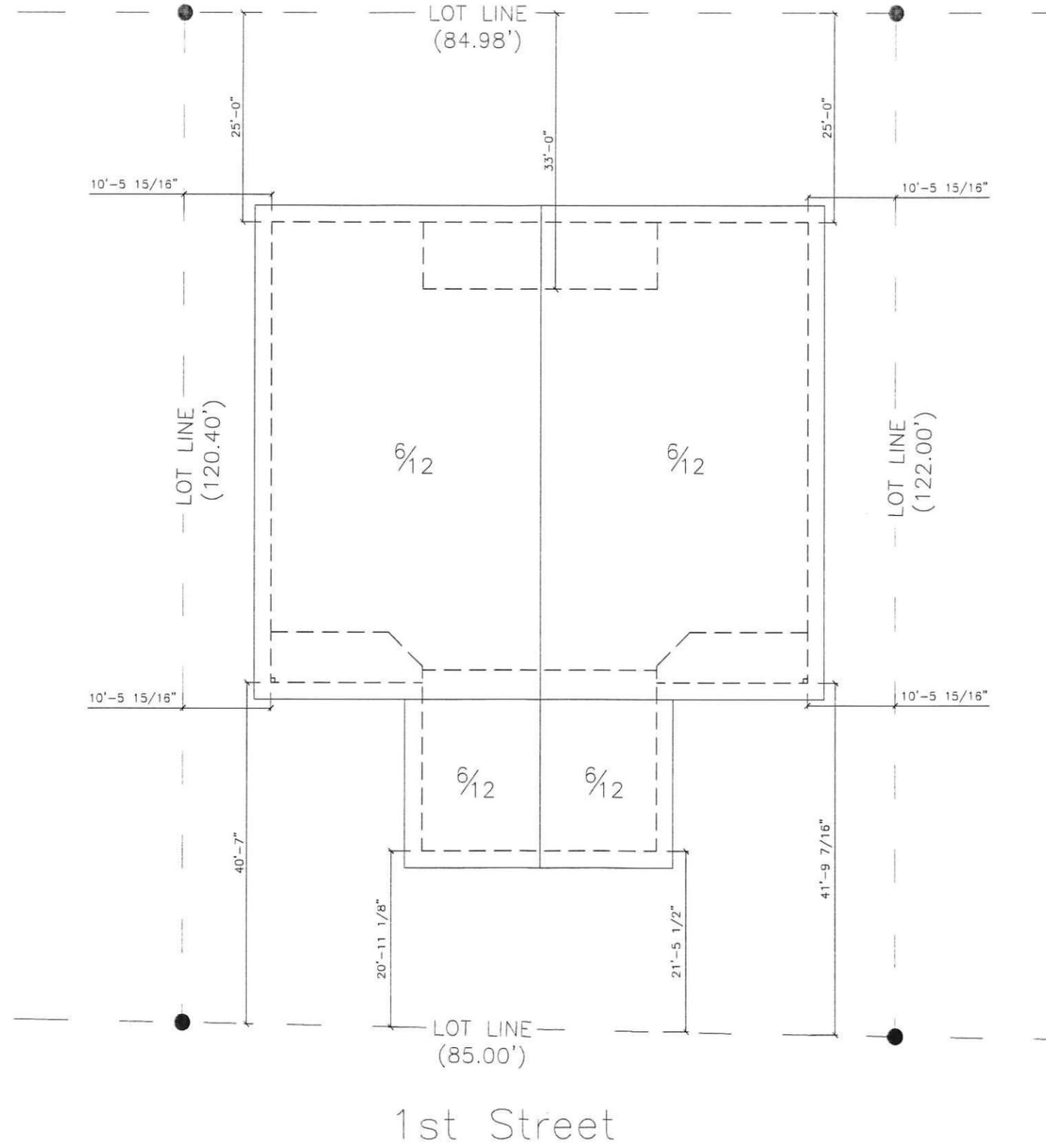
A Tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning

GENERAL NOTES:

FINAL ROOF LINES (TO BE DETERMINED BY OWNER AND CONTRACTOR)

FINAL ROOF SLOPES (TO BE DETERMINED BY OWNER AND CONTRACTOR)

ALL OVERHANGS SHOWN 2'-0"



SITE PLAN

SCALE: 1/8" = 1'-0"



LOWELL ANDERSON DUPLEX
COLUMBUS, NEBRASKA

Builders Approval - Sign: _____ Date: _____

Reproduction of plan without permission will be prosecuted.
Plan Property of: STREHLE BUILDING SOLUTIONS Inc.
310 South 4th Street Columbus Ne. 68601 402-276-1420 Fax 402-563-3839
NOTE: Builder must review and approve the plan and all dimensions, sign and return to Strehle Building Solutions Inc. before final design and components are released for manufacturing.

1. Ordinance No. 20-03 approving special use permit.

ORDINANCE NO. 20-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW THE MAXIMUM BUILDING COVERAGE TO BE INCREASED FROM 35 PERCENT TO 39 PERCENT AS ALLOWED BY TABLE 4-3, NOTE 7, ZONING DISTRICT REGULATIONS, OF THE ZONING CODE, ON THE FOLLOWING-DESCRIBED REAL ESTATE IN A "R-2(B)" (URBAN FAMILY RESIDENTIAL WITH AN AGRICULTURAL OVERLAY DISTRICT) ZONE: A TRACT OF LAND LOCATED IN THE W1/2SW/4NW1/4 OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4NW1/4; THENCE EASTERLY ON THE SOUTH LINE OF SAID SW1/4NW1/4, 481.30 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT PREVIOUSLY SURVEYED BY DOUGLAS J. STEVENSON, L.S., #485, DATED NOVEMBER 15, 1993; THENCE NORTHERLY ON THE EAST LINE OF SAID PREVIOUSLY SURVEYED TRACT, 122.00 FEET, TO THE SOUTH LINE OF 1ST STREET; THENCE EASTERLY ON THE SOUTH LINE OF 1ST STREET, 85.00 FEET; THENCE SOUTHERLY 120.40 FEET, TO THE SOUTH LINE OF SAID SW1/4NW1/4; THENCE WESTERLY ON THE SOUTH LINE OF SAID SW1/4NW1/4, 85.00 FEET TO THE POINT OF BEGINNING; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all Parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow the maximum building coverage to be increased from 35 percent to 39 percent as allowed by Table 4-3, Note 7, Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

A tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning,

which is in a "R-2(b)" (Urban Family Residential with an Agricultural Overlay District) Zone; and,

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings, and in consideration of the evidence and premises, hereby find

and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued to allow the maximum building coverage to be increased from 35 percent to 39 percent, as allowed by Table 4-3, Note 7, Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

A tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning,

which is in a "R-2(b)" (Urban Family Residential with an Agricultural Overlay District) Zone.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law.

Section 4. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

- E. Public hearing - Text Amendments to Article 13 of Zoning Code, "Wireless Telecommunications Facilities Siting Ordinance" to add exception for public right-of-way, to define "right-of-way", to provide that the Small Wireless Facilities Deployment Act governs the right-of-way, to add a new subpart to Article 13 providing for small wireless facilities in right-of-way, and to add a new article to the Zoning Code, Article 15, entitled "Permits to Occupy the Right-of-Way". (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7:00 p.m. on several proposed Text Amendments to the Zoning Chapter of the Land Development Ordinance for the City of Columbus. One of said Text Amendments proposes changes to Article 13 of the Zoning Code, "Wireless Telecommunications Facilities Siting Ordinance", to add an exception for public right-of-way; to define "right-of-way", to provide for the compliance with State law to provide that the Nebraska Small Wireless Facilities Deployment Act govern public right-of-way; to add a separate section to Article 13 providing for Small Wireless Facilities in the Right-of-Way, which new section contains within it definitions, permits to occupy the right-of-way, fees, taxes, aesthetic and design standards, independent technical and legal reviews. Another Text Amendment proposes to add to said Zoning Code a new Article 15 entitled "Permits to Occupy the Right-of-Way", which contains within it definitions, permits to occupy the right-of-way, fees, taxes, aesthetic and design standards, independent technical and legal reviews and relief provisions. Said Text Amendments also encompass corrections as well as modifications to allow the integration of the Wireless Telecommunications Facilities Siting Ordinance with the Small Wireless Facilities in the Right-of-Way Ordinance and Permits to Occupy the Right-of-Way Ordinance, and to further provide for the workability of said Articles with each other and within the Zoning Code.

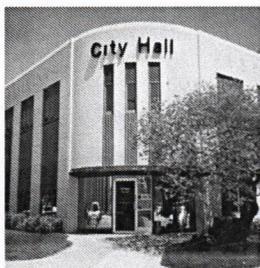
Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting(s) will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988 and entering the access code 236-678-6847 when prompted.

A copy of the entire proposed Text Amendments can be requested by email to the office of the city clerk at cclerk@columbusne.us or by calling 402-562-4224.

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 05:07:20
Two Affidavits of Publication



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

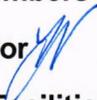
Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: March 4, 2020

TO: Public Property Committee Members

FROM: Tara Vasicek, City Administrator 

RE: Wireless Telecommunication Facilities Siting Ordinance Amendment
Right of Way Permitting Ordinance
Small Wireless Facilities Ordinance

RECOMMENDATIONS:

Proceed with amending the Wireless Telecommunication Facilities Siting Ordinance to remove application of the ordinance to Small Wireless Facilities in the right of way.

Proceed with creating a Right of Way Permitting Ordinance.

Proceed with creating a Small Wireless Facilities Ordinance.

DISCUSSION:

Amend Wireless Telecommunication Facilities Siting Ordinance

In March of 2019 the City Council voted in favor of sending a letter of opposition to Senator Moser regarding LB184. Unfortunately, the Legislature proceeded with LB184. LB184 gives wireless companies the right to place small cell wireless facilities in public rights of way with very limited ability for the City to oversee those facilities in our right of way.

The City of Columbus is not opposed to small wireless technology. We have adopted an ordinance to govern the placement of such technology within public rights of way, but the Wireless Telecommunications Siting Ordinance is now out of date with the Legislatures passage of LB 184. We need to update the Wireless Telecommunication Facilities Siting Ordinance to remove application of the regulations to small wireless facilities.

Create Right of Way Permitting Ordinance

LB184 considerably limits Columbus' ability to manage the public right of way and places all other users of the right of way, such as utilities and cable companies, at a disadvantage to the benefitting wireless companies. In order to have any ability to guide the development of small wireless facilities in City right of way, we must adopt a right of way permitting process that applies to all right of way users. LB184 clearly states that small wireless facilities cannot have any specific regulations with regard to use of the right of way that are not also applicable to all other right of way users.

Create Small Wireless Facilities Ordinance

With the passage of LB184, the City needs to pass an ordinance that complies with this new state law.



1. Ordinance No. 20-04 approving Text Amendments to Article 13 of Zoning Code.

ORDINANCE NO. 20-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17 IN ORDER TO ADOPT STATUTORY CHANGES MADE BY THE LEGISLATURE SO AS TO BRING ARTICLE 13 INTO CONFORMANCE WITH STATE LAW, AS FOLLOWS: TO AMEND ARTICLE 13, WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE, TO LABEL IT PART A OF SAID ARTICLE 13, TO CORRECT VARIOUS REFERENCES IN SAID ARTICLE FROM "CHAPTER" TO "ARTICLE"; TO ADD AN EXCEPTION FOR PUBLIC RIGHT-OF-WAY; TO DEFINE RIGHT-OF-WAY; TO PROVIDE THAT THE PROVISIONS OF THE SMALL WIRELESS FACILITIES DEPLOYMENT ACT ADOPTED BY THE NEBRASKA LEGISLATURE AND APPROVED BY THE GOVERNOR MAY 17, 2019, NEB. REV. STAT. SECTION 86-1201 TO SECTION 86-1244 SHALL GOVERN PUBLIC RIGHT OF WAY; TO ADD PART B TO SAID ARTICLE ENTITLED "SMALL WIRELESS FACILITIES IN THE "RIGHT-OF-WAY"; PROVIDING DEFINITIONS; PROVIDING THE PURPOSE AND SCOPE OF SAID ARTICLE; TO PROVIDE FOR PERMITS TO OCCUPY THE RIGHT-OF-WAY; FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH, TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

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

Section 1. That the City of Columbus, Nebraska under Ordinance No. 96-08 adopted the Land Development Ordinance for the City of Columbus, Zoning Chapter, having been approved March 18, 1996, and adopted August 4, 1997, as the official zoning code of the City of Columbus by Ordinance No. 97-17.

Section 2. That it is necessary for the City of Columbus to amend Article 13 of the Zoning Chapter so as to conform with the Small Wireless Facilities Deployment Act adopted by the Nebraska Legislature which became law effective September 1, 2019.

Section 3. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-4 is hereby revised to add the following definition to-wit:

"Right-of-Way" means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement. Said definition shall appear as paragraph "W" in Section 13-4.

Section 4. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-7, is hereby revised to add the following exception, to-wit: (F) Small Wireless Facilities located in public right of way. Said public right of way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act, and by Article 15 of this Land Development Ordinance.

Section 5. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, is hereby amended to correct various references in said Article from “Chapter” to “Article” to correct discrepancies and to integrate Article 13 with the provisions of Article 13, Part B, which will be adopted simultaneously with this Ordinance.

Section 6. That Article 13, Part A, is hereby adopted as Article 13, Part A, and amended as follows:

13 ARTICLE THIRTEEN

PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

13-1 Purpose and Legislative Intent

The Telecommunications Act of 1996 affirmed the City of Columbus’ authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The City of Columbus, Nebraska finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the City and its inhabitants. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City’s land use policies, the City is adopting a Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City of Columbus, Nebraska.

13-2 Title

Article 13, Part A, shall be known and cited as the Wireless Telecommunications Facilities Siting Ordinance for the City of Columbus, Nebraska, and herein referred to as Article 13, Part A.

13-3 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part A, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part A, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Any Special Use Permit issued for Wireless Telecommunications Facilities shall follow the Special

Use Permit Rules and Procedures under Article 12.

13-4 Definitions

For purposes of Article 13, Part A, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word “shall” is always mandatory, and not merely directory.

- A) “**Accessory Facility**” or “**Structure**” means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- B) “**Applicant**” means any Wireless service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.
- C) “**Application**” means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- D) “**Antenna**” means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
- E) “**Certificate of Compliance**” means the certification from the City or the City’s consultant that confirms the project was constructed and is in compliance with the conditions of the permit.
- F) “**Collocation**” means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no taller than the old tower and that the old tower is removed in a reasonable short time frame after the new tower is constructed.
- G) “**Commercial Impracticability**” or “**Commercially Impracticable**” means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercially impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- H) “**Completed Application**” means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- I) “**Council**” or “**City Council**” means the City Council of the City of Columbus, Nebraska.

- J) **“Distributed Antenna System or DAS”** means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.
- K) **“Eligibility Facility”** means a facility as defined in FCC 14-153.
- L) **“Eligible Facility Permit”** means the official zoning permit approved and issued by the Community Development Director for application which meets the definition of an eligible facility.
- M) **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- N) **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- O) **“Height”** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.
- P) **“Modification”** or **“Modify”** means the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.
- Q) **“NIER”** means Non-Ionizing Electromagnetic Radiation.
- R) **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more persons having a joint common interest, or any other entity.
- S) **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’.
- T) **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PTS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- U) **“Planning Commission”** means the Planning Commission for the City of Columbus.
- V) **“Repairs and Maintenance”** means the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.

W) “**Right-of-Way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private Easement.

X) “**Small Cell**” means sites that are shorter standalone (self-sufficient) wireless facilities that generally do not extend above tree line.

Y) “**Specialized Mobile Radio**” or “**SMR**” means an analogue or digital trunked two-way radio system, operated by a service in the VHF, 220, UHF, 700,800 or 900 MHz bands.

Z) “**State**” means the State of Nebraska.

AA)“**Stealth**” or “**Stealth Technology**” means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.

BB)“**Telecommunications**” means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.

CC) “**Telecommunications Site**” See definition for Wireless Telecommunications Facilities.

DD) “**Telecommunications Structure**” means a structure used in the provision of services described in the definition of ‘Wireless Telecommunications Facilities’.

EE) “**Temporary**” means temporary in relation to all aspects and components of Article 13, Part A, something intended to, or that does not exist for more than ninety (90) days.

FF) “**Tower**” means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.

GG) “**Wireless Telecommunications Facilities**” or “**WTF**” means and includes a “**Telecommunications Site**” and “**Personal Wireless Facility**”. It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

13-5 Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities

In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City’s health, safety, public welfare, environmental

features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in Article 13, Part A, the City hereby adopts an overall policy with respect to an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:

- A) Requiring an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for any new, co-location or modification of a Wireless Telecommunications Facility.
- B) Implementing an Application process for person(s) seeking an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.
- C) Establishing a policy for examining an application for and issuing an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- D) Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.
- E) Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- F) That in granting an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

13-6 Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions

- A) Except as otherwise provided by Article 13, Part A, no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of January 2, 2018, without having first obtained either an Eligible Facility Permit or a Special Use Permit for Wireless Telecommunications Facilities prior to the application for a building permit. Notwithstanding anything to the contrary in this section, no Permits for Wireless Telecommunications Facilities shall be required for those non-commercial exclusions noted in Section 13-7.
- B) All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before January 2, 2018, shall be allowed to continue as they existed, provided however, that any visible modification of an existing Wireless Telecommunications Facility will require the complete facility and any new installation to comply with this Article 13, Part A.

- C) Any Repair and Maintenance of a Wireless Telecommunications Facilities does not require an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

13-7 Exclusions

The following shall be exempt from Article 13, Part A:

- A) The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- B) Any facilities expressly exempt from the City's siting, building and permitting authority.
- C) Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.
- D) Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- E) Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the facility does not require a new tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.
- F) Small Wireless Facilities located in a right-of-way. Said right-of-way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act and by Article 15 of the Land Development Ordinance.

13-8 Eligible Facility Permit and Special Use Permit Application and Other Requirements.

- A) All Applicants for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in Article 12 and Article 13, Part A, of the Zoning Ordinance. Applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities must be made pursuant to Article 12 and Article 13, Part A, of the Zoning Ordinance. Upon the recommendation from the Planning Commission, the City Council is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities. The City may at its discretion delegate or designate other official agencies or officials of the City to review, analyze, evaluate and make recommendations to the Planning Commission and the City Council concerning matters involving Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities.

- B) All applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be filed with the Community Development Director's office pursuant to Article 12-3.
- C) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.
- D) No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities has been issued.
- E) Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City.
- F) An Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- G) The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.
- H) The Applicant shall include a statement in writing:
 - 1) That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;
 - 2) That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- I) Where a certification is called for in Article 13, Part A, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- J) In addition to all other required information as stated in Article 13, Part A, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.
 - 1) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
 - 2) Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a

significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage; for a new tower drive test data is required. If documentation is provided by the applicant that this site qualifies as an Eligible Facility, proof of need is not required;

- 3) The name, address and phone number of the person preparing the report;
 - 4) The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;
 - 5) The postal address and tax map parcel number of the property;
 - 6) The Zoning District or designation in which the property is situated;
 - 7) Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
 - 8) The location of nearest residential structure;
 - 9) The location, size and height of all existing and proposed structures on the property which is the subject of the Application;
 - 10) The type, locations and dimensions of all proposed and existing landscaping, and fencing;
 - 11) The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;
 - 12) The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
 - 13) The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users;
 - 14) A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;
 - 15) The frequency, modulation and class of service of radio or other transmitting equipment;
 - 16) The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
 - 17) Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
 - 18) A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;
 - 19) A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
 - 20) A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.
- K) The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA, and any related correspondence shall be provided with the application.

L) Additional requirements for an Application for New Tower.

- 1) In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.
- 2) In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the application, hold a "balloon test". The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the City. The Applicant shall inform the City, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.
- 3) The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
 - a) The foreseeable number of FCC licenses available for the area;
 - b) The kind of Wireless Telecommunications Facilities site and structure proposed;
 - c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
 - d) Available space on existing and approved Towers.
- 4) Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the tower was constructed as permitted, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.

- 5) The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:
 - a) Respond within 60 days to a request for information from a potential shared-use Applicant;
 - b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
 - c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference;
 - d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit for Wireless Telecommunications Facilities.
- M) The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, city, state and federal structural requirements for loads, including wind and ice loads.
- N) If application is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
- O) All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- P) If the application is for a new Tower, a new Antenna attachment to an existing structure, or modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
 - 1) If a new Tower or increasing the height of an existing structure is proposed, a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.

- 2) Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.
 - 3) A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- Q) The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.
 - R) The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the City.
 - S) All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the most recently adopted versions of the National Electrical Safety Code and the National Electrical Code where appropriate.
 - T) At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
 - U) All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
 - V) A holder of an Eligible Facility Permit or Special Use Permit for a Wireless Telecommunications Facilities granted under Article 13, Part A, shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.

- W) There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- X) An Applicant shall submit to the City the number of completed Applications determined to be needed.
- Y) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

13-9 Location of Wireless Telecommunications Facilities

- A) Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority of selection and ten (10) being the lowest priority.
 - 1) On existing Towers or other structures on city owned properties, including the right-of-way.
 - 2) On existing Towers or other structures on other property in the City.
 - 3) A new Tower on City-owned properties, including the right-of-way.
 - 4) A new Tower on property in areas zoned MH, "General Industrial District."
 - 5) A new Tower on property in areas zoned ML/C-1, "Limited Industrial District."
 - 6) A new Tower on property in areas zoned AG, "Agricultural District."
 - 7) A new Tower on property in areas zoned B-2, "General Commercial District."
 - 8) A new Tower on property in areas zoned B-1, "Central Business District."
 - 9) A new Tower on property in areas zoned "O", "Office District", LC, "Limited Commercial District", UC, "Urban Commercial District."
 - 10) A new Tower on property in areas zoned RR, "Rural Residential District", R-1, "Single-Family Residential District", R-2, "Urban-Family Residential District", R-3, "Multiple-Family Residential District", and RMH, "Mobile Home Residential District."
- B) If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
- C) An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
- D) Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best

interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

- E) The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- F) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons.
 - 1) Conflict with safety and safety-related codes and requirements;
 - 2) Conflict with the historic nature or character of a neighborhood or historical district;
 - 3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;
 - 4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;
 - 5) Conflicts with the provisions of Article 13, Part A.

13-10 Shared Use of Wireless Telecommunications Facilities and Other Structures

- A) The City, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.
- B) An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- C) Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

13-11 Height of Telecommunications Towers

- A) The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown. The height limitations in this section shall supersede the height limitations set forth in Article 12.

- B) No Tower constructed after the effective date of Article 13, Part A, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with city, state, and/or any federal statute, law, local law, city ordinance, code, rule or regulation.

13-12 Visibility of Wireless Telecommunications Facilities

- A) Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- B) Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of Article 13.
- C) If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

13-13 Security of Wireless Telecommunications Facilities

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- A) All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- B) Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

13-14 Signage

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. RF radiation warning signage shall be posted on all four sides of the compound. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration sign as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

13-15 Lot Size and Setbacks

All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying Zoning District, whichever is

greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

13-16 Retention of Expert Assistance and Reimbursement by Applicant

- A) The City may hire any consultant and/or expert necessary to assist the City in reviewing and evaluating the Application, including the construction and modification of the site, once permitted, and any site inspections.
- B) An Applicant shall deposit with the City escrow funds sufficient to reimburse the City for all costs of the City's consultant in providing expert evaluation and consultation to any agency of the City in connection with the review of any Application, including where applicable, the lease negotiation, the pre-approval evaluation, and the construction and modification of the site, once permitted. The Initial Deposit shall be \$8,500 unless said amount has been modified by City Council Resolution. The placement of the Initial Deposit with the City shall precede the pre-application meeting. The City will maintain a separate escrow account for all such funds. The City's consultants/experts shall invoice the City for its services related to the Application. If, at any time during the process this escrow account has a balance less than 30% of the Initial Deposit, (the Minimum Escrow Account Balance), the Applicant shall immediately, upon notification by the City, replenish said escrow account so that it has a balance of at least 50% of the Initial Deposit (the Replenished Escrow Account Balance). Such additional escrow funds shall be deposited with the City before any further action or consideration is taken on the Application. The Initial Deposit, Escrow Account Balance and Replenished Escrow Balance amounts may be modified by resolution of the Columbus City Council. In the event that the amount held in escrow by the City is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the City that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the City to audit those specific items for reasonableness and may request relief there from if not deemed reasonable by the City.
- C) Notwithstanding the above, there shall be a cap of \$17,000 as to the total consultant fees to be charged to applicant in a case. The foregoing does not prohibit the City from imposing additional reasonable and cost based fees for costs incurred should an applicant amend or change its application and the fee cap shall not apply as to any fees which the City determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete application or in proceeding with a public hearing.
- D) The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.

13-17 Public Hearing and Notification Requirements

The procedure for obtaining a Special Use Permit for Wireless Telecommunications Facilities shall follow the procedure set forth in Article 12, Section 12-3 of the Columbus Zoning Ordinance with the exception that no public hearing or notifications are required for Eligible Facility applications.

The procedures of Article 12 are amended for purposes of Special Use Permits for Wireless Telecommunication Facilities to require written notice of such public hearing to be given to the owners of all real estate located within 500 feet instead of 300 feet of the real estate, which is the subject of the Special Use Permit for Wireless Telecommunication Facilities.

13-18 Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities

- A) The City will undertake a review of an Application pursuant to the Special Use Permit procedure of Article 12-3 and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- B) Except as modified herein, the Special Use Permit Procedure of Article 12 of the Zoning Ordinance shall be followed. The decision of the City Council shall be set forth in the minutes and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of a Special Use Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Special Use Permit for Wireless Telecommunications Facilities or if such an ordinance fails to pass, then the Applicant shall be notified of such denial or failure to pass, in writing, within ten (10) calendar days of the City's action.

13-19 Action on an Application for a Eligible Facility Permit for Wireless Telecommunications Facilities

- A) Authorization of an Eligible Facility Permit. For any Eligible Facility Permit application, a complete application shall be approved by the Community Development Director or his or her designee only if he or she determines that such complete application is in compliance with Article 13, Part A.
- B) The burden of proof for the granting of an Eligible Facility Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Eligible Facility Permit for Wireless Telecommunications Facilities then the Applicant shall be notified of such denial or failure, in writing, within ten (10) calendar days of the City's action.

13-20 Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities.

The extent and parameters of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- A) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall not be assigned, transferred or conveyed without the express prior written notification to the City.
- B) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may, following a hearing upon due prior notice to the Applicant, be revoked,

canceled, or terminated for a violation of the conditions and provisions of the Eligible Facility or Special Use Permit, or for a material violation of Article 13, Part A, after prior written notice to the holder of the Special Use Permit.

13-21 Application Fee

At the time that a Person submits an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for a new Tower, such Person shall pay a non-refundable application fee therefor to the City in an amount as set by resolution by the Columbus City Council. If the Application is for an Eligible Facility Permit or Special Use Permit which involves modifying or co-locating on an existing Tower or other suitable structure, where no increase in height of the Tower or structure is required, or for a temporary facility the non-refundable fee shall be in an amount as therefor set by resolution by the Columbus City Council.

13-22 Small Cell / DAS Facilities

Small Cell Facilities have the potential to require either an Eligible Facilities Permit or a Special Use Permit depending on the proposed facility. The information required for an Eligible Facility or a Special Use Permit is required as outlined in Article 13, Part A.

Batch applications can be submitted to expedite the permitting process. Applicant will be required to maintain the Minimum Escrow Account Balances. The total amount of the funds needed may vary with the scope and complexity of the project. The Cap established in Section 13-16(c) does not apply for batch applications.

13-23 Performance Security

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the City a bond, or other form of security acceptable to the City as to type of security and the form and manner of execution, in an amount of at least \$75,000 for a Tower facility and \$25,000 for a co-location on an existing tower or other structure and with such sureties as are deemed sufficient by the City to assure the faithful performance of the terms and conditions of Article 13, Part A, and conditions of any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit for Wireless Telecommunications Facilities and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Eligible Facility Permit or Special Use Permit, for Wireless Telecommunications Facilities.

13-24 Reservation of Authority to Inspect Wireless Telecommunications Facilities

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including towers and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and buildings or other structures constructed or located on the permitted site.

13-25 Liability Insurance

- A) A holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit for Wireless Telecommunications Facilities in amounts as set forth below:
- 1) Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - 2) Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
 - 3) Workers Compensation and Disability: Statutory amounts.
- B) For a Wireless Telecommunications Facility on City property, the Commercial General Liability insurance policy shall specifically include the City and its officers, Councils, employees, committee members, attorneys, agents and consultants as additional insureds.
- C) The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- D) The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
- E) Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- F) Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Eligible Facility Permit or Special Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

13-26 Indemnification

- A) Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to Article 13, Part A, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees,

consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.

- B) Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

13-27 Fines

- A) In the event of a violation of Article 13, Part A, or any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A, the City may impose and collect, and the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall pay to the City, fines or penalties as set forth below.
- B) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities failure to comply with provisions of Article 13, Part A, shall constitute a violation of Article 13, Part A, and shall subject the Applicant to the code enforcement provisions and procedures as provided in Article 12, Section 12-14 of the Land Development Ordinance, Zoning Article of the City of Columbus and Article 86 of Nebraska Revised Statutes.
- C) Notwithstanding anything in Article 13, Part A, the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with Article 13, Part A, or any section of Article 13, Part A. An attempt to do so shall subject the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities to termination and revocation of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities. The City may also seek injunctive relief to prevent the continued violation of Article 13, Part A, without limiting other remedies available to the City.

13-28 Default and/or Revocation

If a Wireless Telecommunications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of Article 13, Part A, or of the Eligible Facility Permit or Special Use Permit for Wireless Communications Facilities, then the City shall notify the holder of the Eligible Facility Permit or Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as set forth in Section 13-27 and if a violation is not corrected to the satisfaction of the City in a reasonable period of time said Eligible Facility Permit or Special Use Permit is subject to revocation.

13-29 Removal of Wireless Telecommunications Facilities

- A) Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.
 - 1) Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety

consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;

- 2) Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
 - 3) Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or any other necessary authorization and the Eligible Facility or Special Permit for Wireless Telecommunications Facilities may be revoked.
- B) If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.
- C) The holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.
- D) If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit for Wireless Communications Facilities holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities holder.
- E) If the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned and sell them and their components.
- F) Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more than ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, subject to approval of the City, and an agreement to such plan shall be executed by the

holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities and the City. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

13-30 Relief

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of Article 13, Part A, may request such, provided that the relief or exemption is contained in the submitted Application for either a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or in the case of an existing or previously granted Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption, it will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

13-31 Periodic Regulatory Review by the City

- A) The City may at any time conduct a review and examination of Article 13, Part A.
- B) If after such a periodic review and examination of this Ordinance, the City determines that one or more provisions of Article 13, Part A, should be amended, repealed, revised, clarified, or deleted, then the City may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the City, the City may repeal Article 13, Part A, at any time.
- C) Notwithstanding the provisions of subsections (A) and (B) of this Section, the City may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Article 13, Part A.

13-32 Adherence to State and/or Federal Rules and Regulations

- A) To the extent that the holder of a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- B) To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of an Eligible Facility or Special Use Permit for

Wireless Telecommunications Facilities, then the holder of such an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

13-33 Adherence to International Building Code

To the extent applicable, the holder of an Eligible Facility Permit or a Special Use Permit for Wireless Communication Facilities shall adhere to the latest version of the International Building Code adopted by the City of Columbus and towers shall be reviewed under the Structure Class III Standards as currently defined in TIA/EIA-222-G.

13-34 Conflict with Other Laws

Where Article 13, Part A, differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the city, state or federal government, Article 13, Part A, shall apply.

13-35 Effective Date

Article 13, Part A, shall be effective immediately upon passage and publication, pursuant to applicable legal and procedural requirements.

13-36 Authority

Article 13, Part A, is enacted pursuant to applicable authority granted by the state and federal government.

13-37 to 13-39 Reserved for Future Use.

Section 6. That the City of Columbus hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Under Ordinance No. 96-08, as amended, dated March 18, 1996, and adopted August 4, 1997 as the official Zoning Code of the City of Columbus by Ordinance No. 97-17 by enacting a new Article 13, Part B, Sections 13-40 to 13-48 entitled "Small Wireless Facilities in the Right-of-Way".

Section 7. Article 13, Part B, Sections 13-40 through 13-48 are hereby enacted as follows:

ARTICLE 13, PART B, SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

13-40 TITLE

13-41 SEVERABILITY

13-42 DEFINITIONS

13-43 PURPOSE AND SCOPE

13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY

13-45 FEES AND TAXES

13-46 AESTHETIC AND DESIGN STANDARDS

13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW

13-48 RELIEF

13-40 TITLE

Article 13, Part B, shall be known and cited as “Small Wireless Facilities in the Right-of-Way” for the City of Columbus, Nebraska, and herein referred to as Article 13, Part B.

13-41 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part B, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part B, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

13-42 DEFINITIONS

For purposes of Part B of this Article, the definitions of this Section shall apply.

- A) “**Antenna**” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.
- B) “**Applicant**” means any person who submits an application and is a wireless provider.
- C) “**Application**” means a written request submitted by an applicant to the City for (1) a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) a permit for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.
- D) “**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.
- E) “**Collocate**” or “**collocation**” means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Neither “collocate” nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.
- F) “**Communications facility**” means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.
- G) “**Communications network**” means a network used to provide communications service.

- H) “**Communications service**” means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.
- I) “**Communications service provider**” means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.
- J) “**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.
- K) “**FCC**” means the Federal Communications Commission.
- L) “**Historic District**” means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.
- M) “**Make-ready work**” means the modification or replacement of a City pole or associated lines, including the installation of guys and anchors on the same, required to accommodate a small wireless facility.
- N) “**Microwireless facility**” means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.
- O) “**Permit to occupy the right of way**” means a written authorization from the City issued pursuant to this Article which allows an applicant to site, place, construct, operate, maintain, repair, remove, modify, or prepare one or more small wireless facilities in the City’s rights-of-way.
- P) “**Pole**” means as a utility, lighting, or similar pole made of wood, concrete, metal, or other material, located or to be located within the right-of-way.
- Q) “**Public power supplier**” means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.
- R) “**Right-of-way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- S) “**Routine maintenance**” means any inspections, tests, or repairs that (1) maintain a functional capacity, aesthetic standards, or structural integrity of a small wireless facility and the associated utility pole or wireless support structure and (2) do not impede, damage, or disturb any portion of the right-of-way.

- T) **“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.
- U) **“Technically feasible”** means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.
- V) **“Utility pole”** means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. “Utility Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.
- W) **“Wireless facility”** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (1) equipment associated with wireless communications and (2) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. “Wireless facility” does not include the structure or improvements on, under, or within the equipment, which is collocated; coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna; or a wireline backhaul facility.
- X) **“Wireless infrastructure provider”** means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.
- Y) **“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.
- Z) **“Wireless services”** means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.
- AA) **“Wireless services provider”** means a person who provides wireless services.
- BB) **“Wireless support structure”** means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the

collocation of small wireless facilities. Wireless support structure does not include a utility pole.

CC) “**Wireline backhaul facility**” means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

13-43 PURPOSE AND SCOPE

This Article supplements the generally applicable right-of-way permitting provisions in Article 15 with specific provisions for the placement, permitting, and use of small wireless facilities in the City’s right-of-way. In the event of a conflict between Article 15 and this Article, this Article shall control. This Article is intended to comply with the Small Wireless Facilities Deployment Act as adopted by the 106th Nebraska Legislature First Session, referred to in this Article as the “Act”. Nothing in this Chapter shall restrict any authority of the City as provided in the Act.

A. *Applicability of this Article.* No person shall site, place, construct, operate, maintain, repair, remove, modify, or prepare any small wireless facility, any wireless support structure, any utility pole built or modified solely to accommodate a small wireless facility, or any other structure built solely to support a wireless facility, in the City’s right-of-way, without first having received a permit from the City to occupy right-of-way pursuant to Article 15. Any small wireless facility, wireless support structure, or any utility pole or other structure built or modified solely to support a wireless facility, which is located outside the City’s right-of-way, is not subject to this Article; however, such facilities and structures are subject to the City’s Zoning Ordinance.

B. *Exceptions and Limitations.*

1. Notwithstanding subsection (A) above, the City shall not require an application, permit, or other approval or charge fees or rates for (a) routine maintenance of small wireless facilities; (b) replacement of small wireless facilities with small wireless facilities that are substantially similar in weight or windage or the same size or smaller; or (c) the installation, placement, maintenance, operation, or replacement of microwireless facilities that are strung on cables between existing utility poles in compliance with the National Electrical Safety Code; provided, in all such cases, the City may require a permit to occupy the right-of-way for work that exceeds the original weight or windage or that requires excavation or closing of sidewalks or vehicular lanes within the right-of-way for such activities.

2. Nothing in this Article shall be construed (a) to allow any entity to provide communications services without complying with all laws applicable to such providers or (b) to authorize collocation, installation, placement, maintenance, or operation of any communications facility, including a wireline backhaul facility, other than a small wireless facility or a utility pole, in a right-of-way.

3. To the extent the Act precludes municipalities from exercising zoning authority over small wireless facilities located in the right-of-way, the City’s Zoning Ordinance shall not apply to small wireless facilities located with its right-of-way.

13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY

A. *Application for Permits.*

1. Applications for permits to occupy the right-of-way are available from the Community Development Director. Completed applications shall be submitted to the City's Community Development Department. In addition to the information required by Article 15, Section 15-3, applicants shall submit the following information with each completed application:

(a) an attestation that the small wireless facilities covered by the application will be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date unless a delay is caused by lack of commercial power or communications transport facilities to the site; and

(b) an attestation that each proposed small wireless facility satisfies each of the aesthetic and design standards set forth in Article 15, Section 15-5, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Article 15, Section 15-7; and

(c) for any small wireless facility located on (i) utility poles owned, operated, or managed by a public power supplier, a copy of the negotiated pole attachment agreement between the applicant and such public power supplier or (ii) utility poles or wireless support structures owned, operated, or managed by a person other than the City or a public power supplier, a copy of the authorization of such person consenting the application; and

(d) all permit fees required under Article 15, Section 15-4.

2. An applicant may file a consolidated application for up to five individual small wireless facilities instead of filing a separate application for each such facility. An applicant shall submit the information required under Article 15, Section 15-3 (B)(1) for each small wireless facility covered by a consolidated application; otherwise, the applicant may submit a single set of documents that apply to all of the small wireless facilities covered by such a consolidated application. Each small wireless facility within a consolidated application shall be subject to individual review; provided, that a decision regarding all small wireless facilities shall be rendered in a single determination by the Community Development Director, or his designee and provided further that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole.

B. *Review of Permits.*

1. Within 20 days after receiving an application, the Community Development Director shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline set forth in subsection (B)(2) below shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a resubmission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled as

needed to accommodate processing and review of any request for relief submitted by applicant pursuant to Section 13-48 or otherwise by agreement between the City and the applicant.

2. The City will process an application no later than 90 days after receiving it. Subject to the tolling under subsection (B)(1) above, the application shall be deemed approved if the City fails to approve or deny the application within 90 days after receipt of the same. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due.

3. The City may propose technically feasible alternative utility pole locations; provided, the City shall not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole. The wireless provider shall cooperate with the City to address the City's reasonable proposal.

4. The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit and shall be for a period not less than five years.

C. Denial of Permit Applications.

1. The City may deny an application for a proposed wireless facility if the proposed facility: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in this Article; (e) fails to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) fails to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the wireless provider obtains the written consent of the public power supplier that owns or manages the electrical conductor.

2. The City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based, and send such documentation to the applicant on or before the date the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee, and the City shall have 30 days after receiving such resubmitted application to approve or deny the same; provided, such review shall be limited to deficiencies cited in the City's denial.

D. Issuance of Permits. All permits to occupy the right-of-way issued under this Article are issued subject to the conditions set forth in Article 15, Section 15-3 and, in addition thereto, the following conditions:

1. The small wireless facilities covered by the application shall be operational for use by a wireless services provider no later than one year after the later of the completion of all make-ready work or the permit issuance date; provided, upon applicant's request, the City (a) shall grant a one-time extension for up to nine months if the applicant demonstrates that the delay is caused by the lack of commercial power to communications transport facilities to the site and (b) may grant one or more additional extensions on such terms as mutually agreed upon by the City and applicant.

2. The City may reserve space on the City's poles and the applicant shall cooperate with the City in any such reservation, except that the City shall first notify the applicant in writing that it is interested in reserving such pole space or sharing the trenches or bores in the area where the collocation is to occur. The applicant shall allow the City to place its infrastructure in the applicant's trenches or bores or on the utility pole as requested by the City, except that the City shall incur the incremental costs of placing the conduit or infrastructure as requested. The City shall be responsible for maintaining its facilities in the trenches and bores and on the City's pole.

E. *Renewal of Permits.* The City shall renew a permit issued hereunder for an equivalent duration as long as the applicant is in compliance with Article 15 of the Land Development Ordinance and Article 13, Part B.

13-45 FEES AND TAXES

A. *Applicability of Section.* The fees and taxes set forth in this Section shall apply to permits issued hereunder in lieu of the fees and taxes set forth in Article 15, Section 15-4.

B. *Application Fees.* For each collocation of a small wireless facility on an existing or replacement City pole, the applicant shall pay the City the small wireless facility collocation application fee in the amount set forth in the Schedule of Fees. For each installation, modification, or replacement of a utility pole and the collocation of an associate small wireless facility on such pole, the applicant shall pay the City the small wireless facility site application fee in the amount set forth in the Schedule of Fees.

C. *Occupation Tax.* If applicable to applicant, the applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided in Chapter 111 of the Columbus City Code. If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City \$250 per small wireless facility per year.

D. *City Pole Fee.* For each City pole on which the applicant collocates a small wireless facility, the applicant shall pay annually the City pole fee in the amount set forth in the City's Schedule of Fees.

13-46 AESTHETIC AND DESIGN STANDARDS

The purpose of the standards set forth in this Section is to supplement the aesthetic and design standards set forth in Section 15-5 of Article 15. All small wireless facilities in the right-of-way shall comply with each standard set forth in Section 15-5 and those set forth in this Section 13-46.

A. *Spacing of New Facilities.* All proposed new freestanding small wireless facilities shall be located with a recommended separation of a minimum of 250 feet from any other small wireless facility to the extent allowed by applicable law.

B. *Additional Design Rules for Pole-Mounted Facilities.* All small wireless facilities proposed to be mounted on utility poles shall conform to the following guidelines:

1. To the maximum extent technically feasible, all antennae and all of each antenna's exposed elements and shroud transitions shall be mounted at the top of the proposed pole and shall be enclosed within a single cylindrical antenna shroud which (a) color-matches the pole; (b)

has a diameter no greater than 14 inches; (c) has a uniform diameter once transitioned from the pole shaft; (d) includes only visually concealed cables, wires, and other components; and (e) is no greater than 5 feet in height;

2. All components of the facility, other than those described in subsection (B)(1) above, shall be placed below grade to the maximum extent technically feasible and, when undergrounding is not technically feasible, shall be fully enclosed with a base shroud that: (a) is structurally sound to fully support the pole while maximizing equipment volume; (b) is cylindrical and is as small as technically feasible with a maximum consistent diameter of 30 inches; (c) does not exceed a height of six feet from mounting surface; (d) reasonably matches pole color and finish; and (e) is as solid as feasible to visually conceal and lock all contents and wiring; and

3. Subject to the placement and other requirements in subsections (B)(1) and (B)(2) above, any components of a freestanding facility that are attached to support poles must be mounted so that all parts are at least seven feet or higher above adjacent surface grade and the least visually intrusive as technically feasible.

C. *Height Restrictions.*

1. Any new or modified utility pole installed in a right-of-way shall not exceed the greater of (a) 5 feet in height above the tallest existing utility pole located within 500 feet of the new utility pole in the same right-of-way or (b) 50 feet above ground level.

2. New small wireless facilities in a right-of-way shall not extend more than the greater of (a) 50 feet in height, including antennae, or (b) more than 5 feet above an existing utility pole in place as of the Act and located within 500 feet in the same right-of-way.

3. The City shall have the right, at its sole discretion, to consider and approve an application to install a utility pole or wireless support structure that exceeds the height limits in this subsection (C); provided, any facility which exceeds the height restrictions set forth in the definition of "small wireless facility" provided in Section 13-42 shall also be subject to the City's Zoning Ordinance.

D. *Streetlights.* If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall be collocated on such poles at intersections as combination poles with streetlights, so that removal of decorative streetlights mid-block is minimized and preservation of the intended decorative aesthetics is maximized. The City may, in its discretion authorize the replacement of a decorative pole but any replacement pole shall strictly conform to the design aesthetics of the decorative pole being replaced.

13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW

The City may request a deposit from applicant to offset its costs for the independent technical and legal review of the application. Such deposit, if required, shall be collected, applied, and otherwise subject to the terms of Section 15-6 of Article 15.

13-48 RELIEF

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of Article 12 of the Land Development Ordinance. Section 12-8 to 12-11 shall govern such appeals.

Section 8. All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

Section 9. This ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2. Ordinance No. 20-05 approving Text Amendments to Article 15 of Zoning Code.

ORDINANCE NO. 20- 05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE NO. 96-08, ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17, BY ENACTING ARTICLE 15, SECTIONS 15-1 TO 15-7 ENTITLED "PERMITS TO OCCUPY THE RIGHT-OF-WAY", TO PROVIDE DEFINITIONS, TO PROVIDE THE PURPOSE, SCOPE AND EXCEPTIONS OF SAID ARTICLE, TO PROVIDE FOR PERMITS TO OCCUPY THE CITY'S RIGHT-OF-WAY, FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

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

Section 1. That the City of Columbus, Nebraska, hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, adopted by Ordinance No. 96-08, on March 18, 1996, and adopted August 4, 1997, as the official Zoning Code of Columbus by Ordinance No. 97-17 by enacting a new Article 15, Sections 15-1 to 15-7 entitled "Permits to Occupy the Right-of-Way".

Section 2. Article 15, Sections 15-1 to 15-7 are hereby enacted as follows:

ARTICLE 15 - PERMITS TO OCCUPY THE RIGHT- OF- WAY

- 15-1 DEFINITIONS**
- 15-2 PURPOSE; SCOPE; EXCEPTIONS**
- 15-3 PERMITS**
- 15-4 FEES AND TAXES**
- 15-5 AESTHETIC AND DESIGN STANDARDS**
- 15-6 INDEPENDENT TECHNICAL AND LEGAL REVIEWS**
- 15-7 RELIEF**

- 15-1 DEFINITIONS**

For purposes of this Article, the definitions of this Section shall apply.

A. **“Applicant”** means any person submitting an application for a permit under this Article.

B. **“Facilities”** means pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or components.

C. **“Franchise agreement”** means a franchise agreement, consent agreement, or similar agreement pursuant to which the City has granted a person the right to place facilities in its right-of-way.

D. **“Right-of-way (ROW)”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

E. **“Technically feasible”** means that by virtue of engineering or, if applicable, spectrum usage, the proposed placement, design, or site location of a facility can be implemented without a reduction in functionality.

15-2 PURPOSE; SCOPE; EXCEPTIONS

A. *Purpose.* This Article provides principles and procedures for the placement, construction, operation, maintenance, modification, repair, and removal of facilities in the rights-of-way. These principles and procedures are intended to protect the integrity of the City’s rights-of-way and infrastructure and to promote the safe and orderly use of the rights-of-way among all right-of-way users. To achieve these purposes, it is necessary to require permits for all right-of-way uses, except as prohibited by law, and to establish uniform and nondiscriminatory rules which govern such permits.

B. *Scope.* This Article shall apply to all facilities located in the City’s rights-of-way, subject to the limitations in this subsection (B), the exceptions provided in subsection (C) below, and preemption by applicable state or federal law. Any person in good-standing under a current, unexpired franchise agreement may continue to use the City’s rights-of-way pursuant to the terms of such franchise agreement, unless otherwise prohibited by law, until the franchise agreement expires or is terminated. This Article shall not apply to the following right-of-way uses which are governed elsewhere as noted:

1. Use of a right-of-way by an adjoining property owner as provided for under the Land Development Ordinance or the Columbus City Code.

2. Use of the right-of-way by an adjacent business in the downtown area as approved by Resolution of the City Council or conducting other outdoor activities in the right-of-way as allowed by the Columbus City Code and approved by the City Administrator.

3. Closure and use of a right-of-way for an event, provided such closure and use shall have been approved according to City of Columbus procedures.

C. *Exceptions.* The City shall not require an application, permit, or other approval or charge fees or rates under this Article for (1) routine maintenance of facilities where such maintenance is conducted by or on behalf of an applicant issued a permit for such facilities hereunder or (2) replacement of facilities with substantially similar facilities where such replacement is conducted by or on behalf of an applicant issued a permit for such facilities hereunder.

15-3 PERMITS

A. *Permit Required.* Unless otherwise specifically provided by law, it shall be unlawful for any person to lay, construct, operate, maintain, offer for lease, or make available for any use whatsoever, any facilities across, along, over, above, or under any public right-of-way for any private or commercial purpose unless such person has been issued a permit to occupy such right-of-way under this Article.

B. *Permit Applications.* Applications for permits under this Article shall be made to the City of Columbus Engineering Department. Each such application shall include the following:

1. A set of completed construction plans for all facilities to be located in the right-of-way under the permit, bundled into a single file, formatted to 11" x 17", which includes:

- (a) the name, location, address (if available), and GPS coordinates for the facilities;
- (b) labeled and dimensioned site plan and elevation plans of the facilities with, as applicable, key symbols, ROW lines, property lines, street information, topographical information, existing and proposed utilities, adjacent property uses, and easements;
- (c) structural plans of the facilities signed and stamped by a professional engineer licensed in Nebraska;
- (d) dimensions of the facilities, and a description of type, color, and finish of all visible construction materials;
- (e) accurate visual depictions or representations of all above-ground components of the facilities;
- (f) additional detail requested by the City to clarify the proposed work required for the facilities;
- (g) anticipated duration of project in calendar days; and

(h) a copy of the current Franchise Agreement which allows said applicant to occupy the right-of-way.

2. An attestation that the proposed facilities satisfy each of the aesthetic and design standards set forth in this Article, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7.

3. Evidence that, prior to commencement of any work in the right-of-way, pursuant to the application, the applicant will have the performance or construction bond required under this Article in place.

4. Evidence of the applicant's insurance required under this Article.

5. All applicable building and permit fees.

6. The deposit, if any, requested by the City pursuant to Section 15-6 for independent technical and legal review.

7. Such other submission requirements set forth in the City's published application form.

8. A statement disclosing any prior permit violations.

C. *Initial Review of Application; Completeness.* The City Engineer shall review the application and, within 20 days after receipt, shall notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing and the applicant may resubmit the completed application within 30 days without additional charge. If the applicant makes any material changes in a re-submission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee.

D. *Final Review; Issuance; Denial.* The City will review and process the application no later than 90 days after receiving it. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. The City will notify the applicant in writing whether its application has been approved or denied. If the application is denied, the City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee.

E. *Term and Renewal.* The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit. The applicant may apply to renew a

permit issued hereunder for an equivalent duration and the City shall renew the permit for such period provided the applicant demonstrates compliance with the criteria set forth in in this Section. Applications for permit renewal may be submitted no earlier than 180 days prior to the expiration of the then current permit and no later than 90 days prior to the expiration of the then current permit.

F. *Permit Conditions.* All permits to occupy the right-of-way issued under this Article are issued subject to the following conditions, and each applicant agrees, by accepting such permit, to be bound by the same:

1. All facilities shall be constructed, operated, maintained, repaired, removed, modified, and restored in strict compliance with all current applicable technical, safety, and safety-related codes adopted by the City, the State of Nebraska, or the federal government. The applicant shall, at its sole cost and expense, inspect, keep, and maintain its facilities in the right-of-way in safe condition, in good order and repair, and as otherwise according to best industry practices.

2. The applicant shall, at its sole cost and expense, promptly restore the right-of-way to its original condition after it completes work related to the facilities. The City may require an applicant to repair all damage to a right-of-way directly caused by the activities of the applicant in the right-of-way and return the right-of-way to equal or better condition to that before the damage occurred. If the applicant fails to make the repairs that are reasonably required by the City within 14 days after written notice, the City may undertake such repairs and charge the applicant the cost of such repairs. The City shall grant an extension of up to 10 days to complete such repairs if the applicant requests such extension within the original 14-day period. In the event of immediate threat to life or safety or to prevent serious injury, the City may immediately undertake to restore the site and then notify of and charge the applicant for all restoration costs.

3. The applicant assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way.

4. The applicant shall undertake only the activities enumerated in its permit to occupy the right-of-way and such permit shall not create a property right or grant authority to the applicant to infringe upon the rights of others who may own or have other interests in a right-of-way, utility easement, or other privately owned property. Except as otherwise provided in this Code or applicable state or federal law, any additions or changes to the facilities or activities enumerated in applicant's existing permit shall require a new permit.

5. Neither the applicant nor its facilities shall interfere with any traffic-control devices and other public works equipment; water, wastewater, stormwater, gas, electrical, or other public utility infrastructure; or the facilities of any other occupant of the right-of-way permitted hereunder.

6. The City shall have the right at any time to require a change of location of the facilities when in its judgement it becomes necessary or advisable as a matter of safety, or on account of a change of grade, resurfacing, repair, or reconstruction of any right-of-way. If the owner of such facilities has not moved or relocated the facilities within 30 days after the City requests the same in writing, the City may undertake such movement or relocation and charge the owner the costs of the same.

7. The City retains the right and privilege to cut or move any facilities, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the applicant and provide an opportunity for applicant to move its own facilities prior to cutting or removing the facilities. In all cases, the City shall notify the applicant after cutting or removing the facilities as promptly as reasonably possible.

8. The applicant shall immediately notify the City in the event of an emergency regarding the applicant's facilities that may affect public health or safety, and such notice shall include, at a minimum, the nature of the emergency and the applicant's planned response to the emergency.

9. In addition to notifying the City, the applicant shall comply with the Nebraska One Call Notification Act before commencing any excavation or similar work in the right-of-way.

10. The applicant acknowledges that applications and all supporting written material applicant submits to the City are public records subject to the Nebraska Public Records Law. While an applicant may designate any such public records as "proprietary" or "confidential", the City shall treat them as such only to the extent expressly permitted by the Nebraska Public Records Law and, other than the cost of the City's routine response to public records requests, the City shall be under no obligation to incur any costs to protect the same from disclosure.

11. Prior to commencement, and at all times during, any work performed by or on behalf of applicant in the right-of-way, the applicant shall maintain a performance or construction bond, in form acceptable to the City, equal to at least 100% of the estimated cost of the facilities and related work covered by the application.

12. During the term of any permit to occupy the right-of-way issued hereunder, the applicant shall maintain comprehensive general liability, automobile, workers compensation, employer's liability, and umbrella insurance in form and amount consistent with the City's published requirements for the same. All such insurance policies shall include the City and its agents as additional insureds and shall not be modified or cancelled without 30 days prior written notice being given to the City.

13. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death, or property damage, arising out of or in any way related to the activities or performance of the applicant or its agents. In the event the applicant becomes aware of any actions or claims, the City shall promptly be notified by the applicant. In the event the City is a named defendant in any such claim or lawsuit, it is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.

14. In addition to all other remedies available to the City under this Code or other applicable law, the City may revoke an applicant's permit to occupy the right-of-way if the applicant fails to comply with any of the conditions set forth in this Article, and upon such revocation, may direct applicant, at applicant's cost, to remove applicant's facilities from the right-of-way and restore the right-of-way to its original condition. If the applicant fails to remove its facilities and restore the right-of-way within 30 days after the City's written request, the City may cause such work to be done and applicant shall reimburse the City for the costs of such work upon City's written demand for the same.

15-4 FEES AND TAXES

Applicant shall pay any applicable building permit fee and the application fee set forth in the City's Schedule of Fees. Unless provided otherwise in this Ordinance, applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided under Chapter 111 of the Columbus City Code.

15-5 AESTHETIC AND DESIGN STANDARDS

The purpose of the standards set forth in this Section is to establish guidelines for the design, placement, and installation of facilities in the right-of-way. All facilities placed in the right-of-way pursuant to this Article shall comply with these standards; provided, the City Administrator may authorize the waiver of, partial relief from, or exemption from, any one or more of these standards pursuant to Section 15-7.

A. *Undergrounded Facilities.* When facilities are proposed in areas where other similar facilities are primarily located underground, said facilities shall be placed underground to the extent technically feasible.

B. *Existing Aesthetics.* To the extent technically feasible, all ground-mounted facilities shall reasonably match the existing, adjacent streetscape character. Applicants shall use the same aesthetics as existing infrastructure to promote a uniform appearance.

C. *Consolidation.* To the extent technically feasible: (1) facilities shall be designed to consolidate all ground-mounted components within approved singular enclosures and (2) all cables, wires, and conduits shall be concealed from view.

D. *Location.* The placement of proposed facilities with existing facilities shall be preferred over placement of facilities at new sites. If an applicant chooses not to place its facilities with available existing facilities, the applicant must document that location of its proposed facilities with available existing facilities is not technically feasible.

E. *Camouflage.* Facilities shall be designed to camouflage and conceal all above-ground components of such facilities to the extent technically feasible.

F. *Signs.* Ground-mounted facilities shall have a four inch by six inch metallic sign permanently mounted between four feet and six feet from ground level and clearly visible to the public which provides the identifying information and emergency contact number for the owner of such facilities. No other signs, advertising, or banners are permitted on facilities except to the extent the same are mandated by state or federal law.

G. *Generators.* Generators are not permitted in the right-of-way.

H. *Lighting.* Lighting is not permitted on facilities except to the extent mandated by state or federal law.

I. *Historic Districts.* All ground-mounted facilities located in a historic district shall be subject to such other design and concealment standards required by the City for such districts to avoid or to remedy the intangible public harm of unsightly or out-of-character facilities deployed. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for such historic overlay district set forth in the City's Zoning Ordinance.

J. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems.

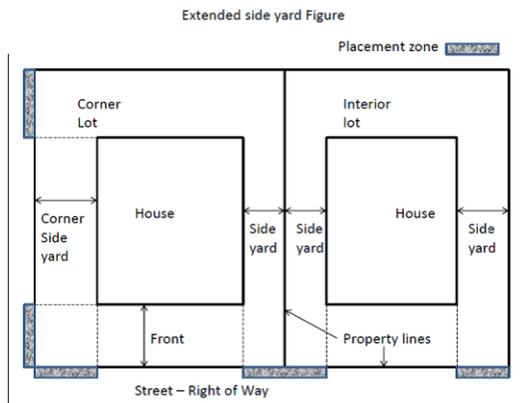
K. *Placement Guidelines.* All facilities proposed to be located at new sites:

1. Shall be located in a manner or location that (a) does not obstruct, impede, or hinder the usual pedestrian or vehicular travel; (b) does not adversely affect public safety or impair legal access and use of the right-of-way; (c) conforms to applicable law (including the Americans with Disabilities Act of 1990) and right-of-way design standards, specifications, and design requirements, and (d) does not in any way create a risk to public health, safety, or welfare;

2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;

3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;

4. Shall be located in the right-of-way, but placed within the extended side yard setback zones of the adjacent property, (see Figure);



5. Shall not be located along the frontage of properties, unless otherwise approved by the City.

6. Shall be located with separation from any low-pressure natural gas line or intermediate or high-pressure natural gas line and with appropriate clearance as approved from all existing utilities;

7. Shall not materially impact any existing bridges, culverts, or retaining walls; and

8. Shall be located outside of all American Association of State Highway Transportation Officials (AASHTO) clear zones and outside of clear sight triangles (at a minimum) as follows: (a) 5-foot leg pedestrian sight triangle at each residential driveway; (b) 10-foot leg pedestrian sight triangle at each driveway and alley; (c) 30-foot leg corner sight triangle; and (d) roadway sight triangles shall be based on AASHTO standards for each driveway, alley, and intersection.

15-6 INDEPENDENT TECHNICAL AND LEGAL REVIEW

Although the City intends for City staff to review permit applications to the extent feasible, the City may retain the services of an independent technical consultant and an attorney of its choice to provide technical and legal evaluations of applications submitted pursuant to this Article. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed use of the right-of-way complies with this Article and other applicable provisions of this Ordinance or the Columbus City Code. The applicant shall pay the reasonable cost for any independent technical consultant and reasonable attorneys' fees in advance through a deposit with the City, estimated by the City, within 10 business days of the City's request. That these shall be a reasonable approximation of cost. When the City requests such payment, the application shall be deemed incomplete until the deposit is received. In the event that such final costs and fees do not exceed the deposit amount, the City shall refund any unused portion within 60 days after a permit to occupy the right-of-way is issued or denied or withdrawn in writing by the applicant. If the costs and fees exceed the deposit amount,

then the applicant shall pay the difference to the City before a permit to occupy the right-of-way is issued. The technical consultant and attorney shall provide an itemization of the final costs of the services provided and related fees.

15-7 RELIEF

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Article 12, Section 12-8 of the Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

Section 3. All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

Section 4. This ordinance shall become effective immediately upon and be in full force and effect after it's passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7. **PETITIONS AND COMMUNICATIONS - None**
8. **REPORTS OF CITY OFFICES - Included in Consent Agenda**
9. **REPORTS OF COUNCIL COMMITTEES - None**
10. **REPORTS OF SPECIAL COMMITTEES - None**
11. **REPORTS ON LEGISLATION - None**
12. **NEW BUSINESS**
 - A. Quote from Danko Emergency Equipment in the amount of \$22,572 to replace damaged turnout gear for Fire Department.

**Columbus Fire Department
Memorandum
For Record**

DATE: May 1, 2020

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Turnout Gear Replacement re: Insurance Claim

RECOMMENDATION:

The City Council approve the purchase of 11 sets of turnout gear ensembles from Danko Emergency Equipment, Snyder, Nebraska, for the price of \$22,572.

DISCUSSION:

This purchase is to replace 11 ensembles of turnout gear that were damaged beyond repair by chemicals in a building fire on 1/25/20 on E 11th Street. The City received an insurance check in the amount of \$17,155 as a settlement through our inland marine policy. The deductible is \$5,000. Some of the gear value was prorated due to age. City's share to replace the gear comes to \$5,457. The City's share of the replacement dollars will come from the turnout gear CIP fund 120-573 (20-22). This item was budgeted for in the 2019 Capital Budget, item 19-42. The sole Danko quote matches construction to Columbus Fire Department specifications as recently as June, 2019, since when there has been a price increase of 4%. We would like to continue to stick with this spec, brand, and style for the time being to standardize what our personnel are wearing. This purchase strictly replaces gear damaged at the fire.

FISCAL IMPACT:

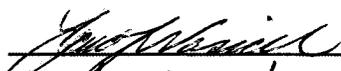
The CIP 120-573 (20-22) fund includes \$25,000 for turnout gear, the remainder of which is being used for helmets, gloves, hoods, and emergency replacement as necessary.

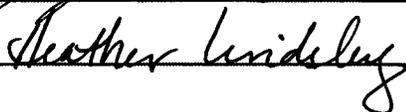
ALTERNATIVES:

None that would provide an equivalent relationship or benefit.

SIGNATURE:

BY 

APPROVED BY: 

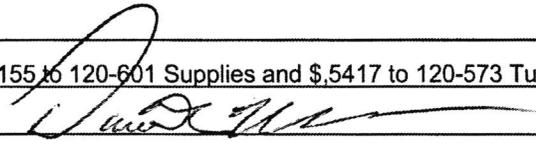
APPROVED BY: 

City of Columbus

Quote Sheet for Purchases

Department: Fire

Charge to Account Number: \$17,155 to 120-601 Supplies and \$,5417 to 120-573 Turnout Gear (20-22)

Department Head Approval: 

Finance Director Review: _____
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____
(For Purchases of \$5,000 to \$40,000)

... Purchases between \$10,000 and \$40,000 need Council approval, also.

Date: 3/9/2019 Time: 10:30 AM

Vendor Name: Danko Emergency Equipment

Vendor Employee Name: Mark Meyer

Telephone: 402-380-5911

Quote For: Turnout Gear Ensembles, Qty 11 - as damaged at a fire.

Quote Includes:	Item Totals:
11 Coats, per CFD specification	\$13,266.00
11 Pants, per CFD specification	\$9,306.00
Total:	\$22,572.00

Quote Excludes:
*These 11 sets were damaged by chemicals in a building fire. We received an insurance check in the amount of \$17,115 as a settlement. The deductible is \$5,000, and some of the gear was prorated due to age. City's share comes to \$5,457. This purchase strictly replaces gear damaged at the fire. The remainder of the replacement dollars will come from the turnout gear CIP fund 120-573 (20-22).

Delivery Date: _____ Shipped By: _____

Shipped F.O.B. (Freight Paid): Yes No

Tax Excluded

City Employee Obtained Quote: Dan Miller, Fire Chief



Danko Emergency Equipment

PO Box 218

Snyder, NE 68664-0218 USA

Phone: 402-568-2200

sales@danko.net

www.danko.net

Quote No: 20942

Friday, January 31, 2020

Page 1 of 1

Account Address:

Attention:

COLUMBUS FIRE DEPARTMENT

PO BOX 1677

COLUMBUS, NE 68602-1677

Shipping Address:

COLUMBUS FIRE DEPARTMENT

1459 26TH AVE

COLUMBUS, NE 68601

Ship Via	Shipping Terms	Prices are Valid Until
DROP SHIP	Prepay and Add	Friday, May 29, 2020

Line #	Part ID:	Description	Qty	Price	Extended
1	HON	HONEYWELL COAT PER COLUMBUS SPER	11	76.00 1,206.00	836.00 13,266.00
2	HON	HONEYWELL PANTS PER COLUMBUS SPEC	11	846.00	9,306.00
3	JSCX2-LG	DRAGON FIRE GLOVE X2 GAUNTLET SIZE LARGE	7	80.00	560.00
4	PGI3979471	PGI BARRIAIRE GOLD - COMPLETE PARTICULATE HOOD MAX PROTECTION	5	87.00	435.00
5	AAH8D17X50Y15N	HOSE, 1.75" X 50', RUB LINED, DBL JACKET, YELLOW	2	122.00	244.00
6	AAH8D25X50Y25N	HOSE, 2.5" X 50', RUB LINED, DBL JACKET, YELLOW	2	165.00	330.00

Contact

Salesperson: Mark Meyer
 Contact Phone: 402-380-5911
 Email: mmeyer@danko.net

Sub Total **\$22,935.00**
 Tax **\$0.00**
 Total Price **\$22,935.00**

22,572.00

- B. Quote from Vessco, Inc. in the amount of \$17,638.02 to repair the orbital aeration tank at Wastewater Treatment Facility.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

• Utility Billing • Water Production • Water/Sewer Utility • Wastewater
• Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: May 11, 2020
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
RE: Quotes for repairs at WWTP

RECOMMENDATION:

Accept soul source quotes for repair parts for WWTP Orbal Shaft and Orbal Disc. The quote is from Vessco Inc that installed original system. The shaft quote is \$8478.02 plus \$1000.00 shipping. Also quoted is 34 disk sets at \$8160.00 shipping included. Total quote \$17,638.02

DISCUSSION:

The attached quotes are for the needed repairs of the shaft and disc of the south - center channel of the orbal aeration tank. Staff did a temporary repair approximately 5 years ago.

FISCAL IMPACT:

The total cost of parts are \$17,638.02 to repair / replace. If we do repairs while the WWTP construction contractor is on site staff estimates we can save \$3000.00 to \$4000.00 dollars on crane fees, if repairs are done when crane is on project site. Funds for this repair project are in the equipment maintenance fund.

ALTERNATIVES:

Wait and risk possible breakdown and higher repair and crane rental cost.

SIGNATURE:

By: _____

Chuck Sliva, Public Works Director

Approved By: _____

Heather Lindsley, Finance Director

Approved By: _____

Tara Vasicek, City Administrator



CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

Department: Wastewater Treatment

Charge to Account Number: 500-501-54320

Department Head Approval: *Chuck Stas*

Finance Director Review: _____
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____
(For Purchases of \$5,000 to \$40,000)

... Purchases between \$10,000 and \$40,000 need Council approval, also.

Date: May 11, 2020 Time: xxxx

Vendor Name: VESSCO INC. (EVOQUA Water Technologies)

Vendor Employee Name: Jon Harger

Telephone: 612-805-6383

Quote For: One Orbal Disk Shaft

Quote Includes:	Item Totals
(1) W3T16099 40149-112-2 Shaft	\$ 8,478.02
This is a soul source purchase.	\$
Shipping	\$ 1,000.00
	\$
	\$
<i>W 3T 16099 + shipping</i>	\$
Total:	\$ 9,478.02

Quote Excludes: _____

Delivery Date: 4 To 5 Weeks Shipped By: VESSCO

Shipped F.O.B. (Freight Paid): Yes _____ No x

Tax Excluded yes

City Employee Obtaining Quote: Marty Eaton

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

Department: Wastewater Treatment

Charge to Account Number: 500-501-54320

Department Head Approval: *Chuck Slive*

Finance Director Review: _____
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____
(For Purchases of \$5,000 to \$40,000)

... Purchases between \$10,000 and \$40,000 need Council approval, also.

Date: May 5, 2020 Time: xxxx

Vendor Name: VESSCO INC. (EVOQUA Water Technologies)

Vendor Employee Name: Jon Harger

Telephone: 612-805-6383

Quote For: ORBAL HALF DISC

Quote Includes:	Item Totals
34 ORBAL HALF-DISC 55.17", 6" BORE, POLY @ \$240.00 EACH	\$ 8,160.00
This is a soul source purchase.	\$
	\$
	\$
	\$
<i>Ref. W 2T 40 702</i>	\$
Total:	\$ 8,160.00

Quote Excludes:
Shipping

Delivery Date: 4 To 5 Weeks Shipped By: VESSCO

Shipped F.O.B. (Freight Paid): Yes _____ No x

Tax Excluded yes

City Employee Obtaining Quote: Marty Eaton

Proposal For: VESSCO INC
Jon Harger
226 SE 16TH ST
AMES, IA 50010
Phone: 612-805-6383
jharger@vessco.com

Kristopher Kebbekus
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: 262-521-8212
kristopher.kebbekus@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W3T16099 40149-112-2 / Shaft Reference #: HPOS	1 EA	\$8,478.02	\$8,478.02
2	W2T407002 DISC-HALF,ORBAL,55.12"OD,6"BORE,POLY Reference #: 341-40037-1	2 EA	\$240.00	\$480.00

Hardware Included

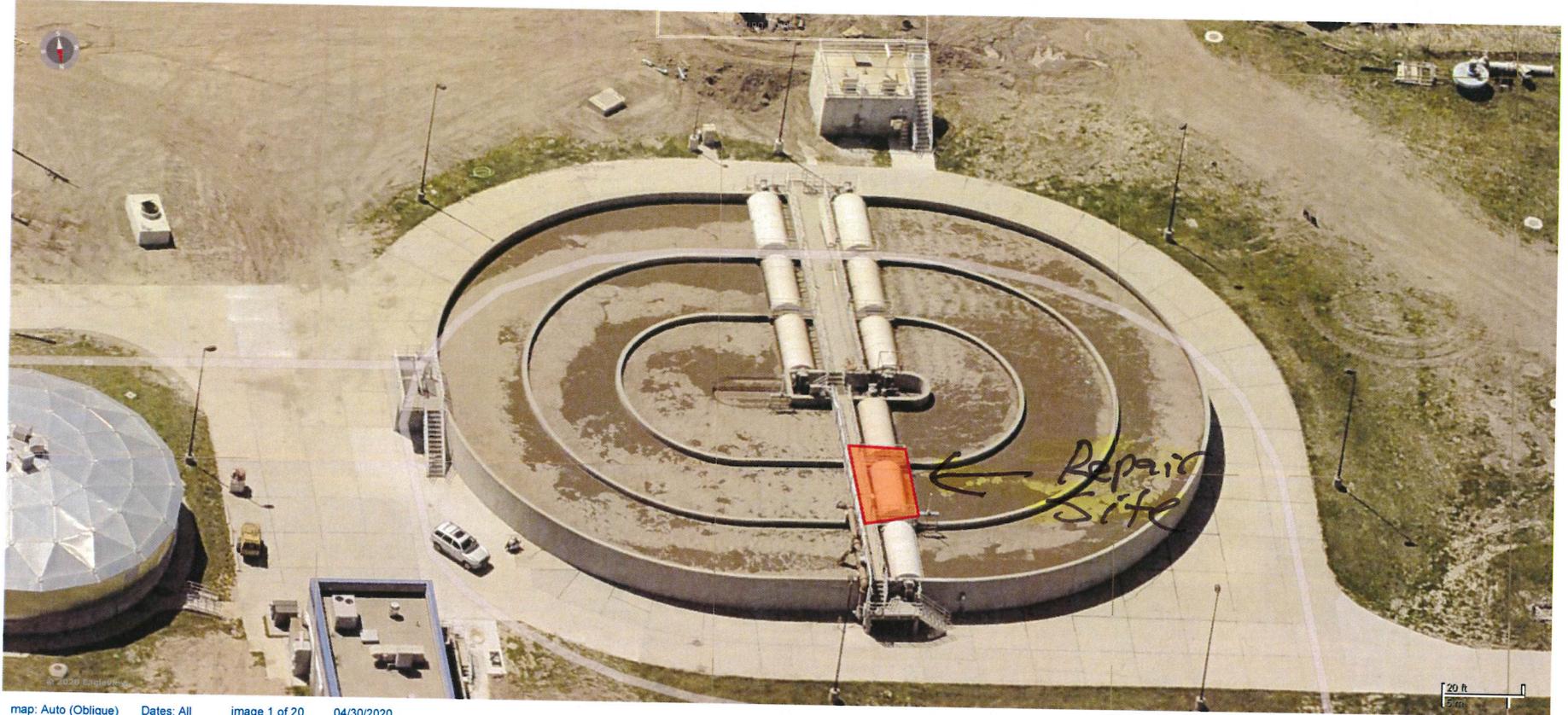
Item(s) Subtotal:	\$8,958.02
Shipping and Handling Charges:	\$1,000.00
Total Net Price:	\$9,958.02

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 225.9 for April 2019.

If the MMPI exceeds 230.5 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 230.5

Please provide tax exempt certificate with purchase order.

CONNECTEXPLORER



map: Auto (Oblique) Dates: All image 1 of 20 04/30/2020

- C. Participation in the FEMA Hazard Mitigation Grant Program for property acquisition regarding 2019 flood.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 13, 2020
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: HMGP Property Acquisition Project

RECOMMENDATION:

Participate in the Platte County Hazard Mitigation Grant Program (HMGP) Property Acquisition Project and Authorize the Mayor to Sign the participation letter.

DISCUSSION:

Platte County applied to the HMGP for the purpose of initiating a buyout program. Platte County was approved for the grant program. The Lower Loup Natural Resources and the City of Columbus have been involved in the process during the development and application process, as it would be beneficial to both to mitigate properties who have been negatively effected by flood events.

After the 2019 flood, City of Columbus spent significant time and resources dealing with the cleanup, rebuild and demolition of properties that were effected and are located within the City of Columbus' extra-territorial jurisdiction. Three properties along the Hwy 30 corridor, which were greatly impacted by the 2019 flood are interested in participating in this program. FEMA contributes 75% of the cost and local will have to contribute 25%.

Estimated Cost of Acquisition:

	Total Cost	75%	25%
Property #1:	\$179,781.00	\$134,835.75	\$44,945.25
Property #2:	\$166,942.75	\$125,207.06	\$41,735.69
Property #3:	\$301,337.50	\$226,003.13	\$75,334.37

FISCAL IMPACT:

Based on final cost of acquisition and number of local participating agencies on each property.
Between \$0 - \$162,015.31





The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

May 19, 2020

Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln NE 68524

RE: Platte County HMGP Property Acquisition Project

To Whom it May Concern,

Platte County is requesting financial assistance through FEMA's Hazard Mitigation Grant Program, to purchase and demolish structures in the Special Flood Hazard Area along the Loup River and Shell Creek. All of the structures/parcels in this application are in Platte County. The City of Columbus has agreed to collaborate with the County to complete this project and provide a portion of the local share funding for selected properties within the City of Columbus extra-territorial jurisdiction.

The City council approved participating in the program on Monday, May 18 and is committed to funding a portion of the local share. The parcel break outs are further delineated in the HMGP applications.

If you have any questions please call me, at 402-562-4220.

Thank you.

Sincerely,

James Bulkley
Mayor

D. Decision regarding the opening of the Aquatic facilities for the 2020 Season due to COVID-19 pandemic.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

DATE: May 8, 2020
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: **Columbus Pawnee Plunge Water Park & Aquatic Center**

Statewide Facts:

- Governor recommends not opening pools until July 15th, if then. Governor states he will issue further 'guidance' by middle of May.
 - This would only allow for 3-4 weeks open.
 - It would take 2 - 3 weeks to prepare for opening (Staff & Pool Prep).
 - Will still have to limit people and keep people separated by six feet.
 - Unknown if/when DHHS will give permits to open.
- The Governor has stated he will keep in place the six-foot distancing requirement throughout the fall, even as the number of people allowed rises to more than 10.
 - If DHM's require we limit people in, how do we determine who gets in?
 - Do we allow anyone from out of town?
 - How do we turn kids/parents away?
- Nebraska Department of Environment and Energy recommends pools, spas and spray parks carefully evaluate DHM requirements and close or delay opening until the social distancing requirements are lifted.
- Red Cross is not currently allowing training. Until they allow, we cannot train lifeguards as required.
- Cities that have announced they will not open Pools this year:

○ Omaha, 15 public pools. Also	○ West Point
will not open 11 splash pads.	○ Alliance
○ Crete	○ Stromsburg
○ David City	○ Ralston

Considerations for Columbus Operation:

- Staffing – Applications for seasonal employees have been accepted, but the hiring process has not begun.
 - Is it correct that we continue to make these applicants wait for jobs that may or may not happen? Several Communities have made a decision regarding pool operation for 2020, to allow those who may be able to find another job, to do so.
 - If potential seasonal staff get different jobs, will there be enough later to hire and open if the DHM's are lifted or relaxed enough to make pool operation possible?

- If we open and others do not, will we be putting Columbus more at risk because of out of town patrons?
- Ability to sanitize the restrooms, showers, concessions, tables, lounge chairs, etc effectively in a damp and warm environment.
- Cost/Benefit
 - While I don't believe cost should drive this decision (the pool never makes money), the estimated cost to prepare and run the pool for 3 – 4 weeks is \$150,000 - \$175,000
 - Other than salaries, most costs would be similar to the cost of operating a full season. We would not be able to allow unlimited patrons, which means revenue will be below average. No season pass revenue.
 - If we can have a limited opening July 15th, is there enough benefit for the costs which will be incurred?
- If we decide to open up the Pawnee Plunge and/or the Aquatic Center at some point when DHM's are relaxed. DHHS and the League recommend the following measures:
 - Require recording temperatures of employees and patrons.
 - Masks if not in pool.
 - Maintain six-foot distance between people that are using the facility whether in the water or out.
 - Maintain a log with the names and times of patrons using the facility for 'contact tracing' in the event something contracts COVID and exposes others.
 - Increased Disinfecting of restrooms, benches, all touch points, etc. COVID can be viable on plastic, metal and other solid surfaces for two to three days.
- League of Municipalities (LARM) Loss Control Manager recommends not opening public pools this summer.
 - "According to the Center for Disease Control and Prevention (CDC), there is not evidence that COVID-19 can be spread through properly treated pool water. However, there is a definite concern the virus could be spread in the pool bathhouses, restrooms, on pool ladders, slides, and pool lounge chairs. There is always a contamination factor when you put several people in a relatively small area. It would be difficult to maintain social distancing in most swimming pools, especially with a group of children."

IF WE DECIDE NOT TO OPEN:

- Reimbursement of season passes that were already purchased or carry over to 2021 season.

1. Pawnee Plunge Water Park.

2. Aquatic Center.

E. Comments from mayor and city council members.

13. **RESOLUTIONS**

A. Resolution No. R20-50 approving amended guidelines for Community Development Block Grant Economic Development Revolving Loan Fund, Housing Owner Occupied Rehabilitation, and Direct Homebuyer Assistance Programs.

RESOLUTION NO. R20- 50

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE GUIDELINES FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (EDRFL), HOUSING OWNER OCCUPIED REHABILITATION (OOR), AND DIRECT HOMEBUYER ASSISTANCE (DHA) PLANS, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, has obtained its citizens' comments on community development and housing needs and has conducted public hearing(s) and received favorable public comment regarding amended guidelines for the City's Community Development Block Grant Economic Development Revolving Loan Fund, Owner Occupied Rehabilitation, and Direct Homebuyer Assistance Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the guidelines for the City's Community Development Block Grant Economic Development Revolving Loan Fund, Owner Occupied Rehabilitation, and Direct Homebuyer Assistance Plans, copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the city.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 15, 2020

FROM: Jeff Christensen/Renee Whiting

TO: City Administrator/Mayor

RE: Economic Development & Housing CDBG Public Hearing

RECOMMENDATION:

NENEDD recommends the City Council amend its plans for Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund (EDRLF), Owner Occupied Rehabilitation (OOR), and Direct Homebuyer Assistance (DHA).

DISCUSSION: The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local communities consider an amendment of its Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund Program (EDRLF), Owner Occupied Rehabilitation (OOR), and Direct Homebuyer Assistance (DHA). The EDRLF, OOR, and DHA will be discontinued, ceasing any Economic Development, Owner Occupied Rehabilitation, and Direct Homebuyer Assistance activities. The current EDRLF, OOR, and DHA program guidelines still apply to existing projects and loans.

The balance in the EDRLF account as of December 31, 2019, was \$94,519. These funds have been applied to CDBG project 17-ED-005. The balance in the OOR and DHA accounts combined, as of April 30, 2020, is approximately \$173,000. The available balance will be repurposed for CDBG project 17-ED-005. This project involved the expansion of a local business, Columbus Hydraulics Company, Inc./CHRE, LLC within the zoning jurisdiction of Columbus, Nebraska. Columbus Hydraulics is building a 110,000 square foot manufacturing plant located on 19 acres just north of US Hwy 30 and just West of E. 29th Ave. in Columbus. Legal description is the E ½ of the SE ¼ of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska. In addition to the new building, an access road has been constructed and water and sewer placed to service the facility. The total project cost is approximately \$9,501,500 (not including road/utilities to the site) of which \$7,500,000 is the building and \$2,000,000 is equipment purchases. The funding included \$7,500,000 bank financing, \$1,000,000 CDBG funds, \$600,000 City of Columbus LB840 funds, and \$401,500 business equity. The funds from the EDRLF, OOR, and DHA will be sub-granted to Northeast Economic Development, Inc. as the designated non-profit development organizations (NDO) to defederalize CDBG funds in the local communities.

FISCAL IMPACT:

The City has received \$643,823 new CDBG funds for project 17-ED-005, used \$93,745 of its EDRLF Program income to lend to the business to purchase equipment to date, and received \$2,057 for general administration. Consideration to re-purpose the available balance of Columbus' OOR and DHA funds to be used for ED activities and approve an amendment to Columbus' CDBG EDRLF, OOR, and DHA to discontinue the RLF programs.

ALTERNATIVE:

CONCURRENCE:

SIGNATURE:



Approved By: _____

Approved By: _____

AMENDMENT TO EDRLF GUIDELINES

On or about the November 20, 2017, the City of Columbus, Nebraska, adopted Guidelines for its Community Development Block Grant Economic Development Revolving Loan Fund (EDRLF).

Columbus wishes to add Section 13.0 to these guidelines which will discontinue the EDRLF.

13.0 Discontinue the EDRLF Program

The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local communities consider an amendment of its Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund Program (EDRLF). The EDRLF will be discontinued, ceasing any Economic Development activities. The previous EDRLF program guidelines still apply to any existing projects and loans.

The amendment to these guidelines are hereby approved by action of the City of Columbus, Nebraska, this _____ day of _____, 2020.

James B. Bulkley, Mayor
City of Columbus, Nebraska

AMENDMENT TO OOR GUIDELINES

On or about June 19, 2017, the City of Columbus, Nebraska, adopted Guidelines for its Community Development Block Grant Owner Occupied Rehabilitation Program (OOR).

Columbus wishes to add Section 15.0 to these guidelines which will repurpose the OOR funds to be used for Economic Development (ED) activities and discontinue the OOR.

15.0 Repurpose OOR funds for Economic Development Activities and Discontinue the OOR Program

The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local communities consider an amendment of its Community Development Block Grant (CDBG) Owner Occupied Rehabilitation Program Plan (OOR). OOR funds will be repurposed for economic development (ED) activities and the OOR will be discontinued, ceasing any OOR activities. The previous OOR plan guidelines still apply to any existing projects and loans.

The amendment to these guidelines are hereby approved by action of the City of Columbus, Nebraska, this ____ day of _____, 2020.

James B. Bulkley, Mayor
City of Columbus, Nebraska

AMENDMENT TO DHA GUIDELINES

On or about December 16, 2019, the City of Columbus, Nebraska, adopted Guidelines for its Community Development Block Grant Direct Homebuyer Assistance Program (DHA).

Columbus wishes to add Section 18.0 to these guidelines which will repurpose the DHA funds to be used for Economic Development (ED) activities and discontinue the DHA.

18.0 Repurpose DHA funds for Economic Development Activities and Discontinue the DHA Program

The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local communities consider an amendment of its Community Development Block Grant (CDBG) Direct Homebuyer Assistance Program Guidelines (DHA). DHA funds will be repurposed for economic development (ED) activities and the DHA will be discontinued, ceasing any DHA activities. The previous DHA plan guidelines still apply to any existing projects and loans.

The amendment to these guidelines are hereby approved by action of the City of Columbus, Nebraska, this ___ day of _____, 2020.

James B. Bulkley, Mayor
City of Columbus, Nebraska

14. **ORDINANCES ON FIRST READING - Included in Public Hearings**
15. **ORDINANCES ON SECOND READING - None**
16. **ORDINANCES ON THIRD READING - None**
17. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Payroll and all other bills included in Consent Agenda**
 - A. ARL Credit Services

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
05/18/2020	INVOICE	ACLIB100	PRE COLLECT NOTICES	4.00	
05/18/2020	INVOICE	ACCTY150	COLLECTIONS	1,007.31	
05/18/2020	INVOICE	ACCBD100	COLLECTION SERVICES	8.75	
Total:				1,020.06	
Net of 3 Invoices / 0 Checks				1,020.06	
1 3 invoices and 0 checks for 1 vendor:				1,020.06	

18. UNFINISHED BUSINESS - None

19. ADJOURNMENT