

City Council Regular Meeting
Monday, March 4, 2019 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

{{Name: Agenda Item Name}}

{{Rationale: Agenda Item Rationale}} {{AgendaItemEnd}}

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

4. 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 February 19, 2019, City Council meeting.
- B. Quote from Nebraska Hoist and Crane in the amount of \$7,725.75 to replace underrated and damaged hoist unit at South Water Plant.
- C. Quote from Paul Essman in the amount of \$19,000 for wage and benefit study of non-unionized employees.
- D. Renewal of maintenance agreement with Sirius Computer Solutions, Inc. in the amount of \$13,142.39 for maintenance of Cisco hardware.
- E. Resolution No. R19-47 approving agreement with Columbus Youth Softball Association for use of Bradshaw Park softball facilities.
- F. Resolution No. R19-48 approving agreement with Columbus Youth Baseball League for use of Centennial Park baseball facilities.
- G. Resolution No. R19-49 approving agreement with Columbus Mariners Baseball League for use of Berne Square baseball facilities.
- H. Resolution No. R19-50 approving agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities.

I. Resolution No. R19-51 approving agreement with Columbus Softball Association for use of Gerrard Park softball facilities.

J. Resolution No. R19-52 approving agreement with Wilderness Park Operations Committee for use of Wilderness Park soccer facilities.

K. Resolution No. R19-53 approving agreement with Columbus Area Youth Football Organization for use of Bradshaw Park football facilities.

L. Resolution No. R19-54 approving purchase agreement with Mark R. Lambert in the amount of \$1 for temporary and permanent sidewalk right-of-way easements at 15 Street and 26 Avenue in conjunction with Downtown Area Traffic Signal Renovations 2018 project.

M. Resolution No. R19-55 approving purchase agreement with BMG, LLC in the amount of \$1 for temporary and permanent sidewalk right-of-way easements at 15 Street and 26 Avenue in conjunction with Downtown Area Traffic Signal Renovations 2018 project.

N. Resolution No. R19-56 approving addendum to interlocal cooperation agreement for East Central Region 911 emergency communication equipment sharing by adding Grand Island Emergency Center as a member.

O. Resolution No. R19-57 repealing Resolution No. R19-36 and approving updated acquisition contract with Gates Farms, Inc. in the amount of \$5,697 in conjunction with 3 Avenue from 8 Street to South 5 Street project.

P. Resolution No. R19-58 authorizing payment of various improvement projects.

Q. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS - None

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - None

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

13. NEW BUSINESS

- A. Appointment of Jeanne Schieffer to Citizen's Advisory Review Committee to fill unexpired term of Kerry Belitz.
- B. Emergency repair quote from Obrist & Company, Inc. in the amount of \$37,500 for replacement of force main along 33 Avenue from north side of Lost Creek Flood Control ditch to south side of Lost Creek Parkway.
- C. Emergency repair quote from Obrist & Company, Inc. in the amount of \$43,500 for replacement of sewer main on 48 Avenue from south of Howard Boulevard to 23 Street.
- D. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-59 awarding contract to Bauer Underground, Inc. in the amount of \$292,141.25 for Fiber Optics Network Infrastructure.
- B. Resolution No. R19-60 approving agreement with Gilmore & Associates, Inc. in the amount of \$49,900 for study, design, and construction phase services for Deer Run Estates sewer and water extension districts.
 - 1. Resolution No. R19-61 declaring intent to issue tax-exempt bond anticipation notes or bonds to reimburse expenditures for payment of costs of preliminary and final design services and construction of Deer Run Estates sewer and water extension district improvements in an amount not to exceed \$750,000.
- C. Resolution No. R19-62 approving updated administrative and operational agreement with State of Nebraska, acting through the Nebraska Emergency Management Agency, and Columbus Volunteer Fire Department for hazardous materials response service.

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

MEMORANDUM

DATE: February 25, 2019
FROM : Matt Soukup, Computer Network Technician
TO: Tara Vasicek, City Administrator
RE: Cisco Hardware Maintenance Renewal

RECOMMENDATION:

I recommend the approval of renewing one year of maintenance for Cisco hardware with a cost of \$13,142.39.

DISCUSSION:

This maintenance is for Cisco core network and server hardware. The maintenance covers technical support, software updates, and hardware replacement upon failure. Without maintenance network and/or server down time could last for an extended amount of time until new hardware can be purchased.

FISCAL IMPACT:

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: *Heather Lindberg*

SIGNATURE:

By: _____

Approved By: *[Signature]*

City of Columbus

Quote Sheet for Purchases

Department: General Administration

Charge to Account Number: 100-340

Department Head Approval: _____

Finance Director Review: *Heather Lindberg*
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *John Smith*
(For Purchases of \$5,000 to \$40,000)

... Purchases between \$10,000 and \$40,000 need Council approval, also.

Date: 2/25/2019 Time: _____

Vendor Name: Sirius Computer Solutions, Inc.

Vendor Employee Name: Kathleen O'Konski

Telephone: (402) 431-5639

Quote For: Cisco hardware maintenance renewal

Quote Includes:	Item Totals:
Cisco hardware maintenance renewal	\$13,142.39
Total:	\$13,142.39

Quote Excludes:

Delivery Date: _____ Shipped By: _____

Shipped F.O.B. (Freight Paid): Yes _____ No _____

Tax Excluded

City Employee Obtained Quote: Matt Soukup



SOLUTION PROPOSAL

Prepared for:
CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NE 68601-5038

Prepared By:
Kathleen O'Konski
Client Executive
Phone: (402) 431-5639
Email: kathleen.okonski@siriuscom.com

Quote Date: 02/14/19
Expires: 04/11/2019
City of Columbus Cisco Renewal
Proposal #: PR337188.1

Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of CITY OF COLUMBUS.



CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NE 68601-5038

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 10100 Reunion Place, Suite 500
 San Antonio, TX 78216
 www.siriuscom.com

Quote Date: 02/14/19
 Expires: 04/11/2019
 City of Columbus Cisco Renewal
 Proposal #: PR337188.1

Client Executive:
 Kathleen O'Konski
 Phone: (402) 431-5639
 Email:
 kathleen.okonski@siriuscom.com

Part #	Description	Qty	Machine	Serial Num	Line Start	Line End	Contract Num	Service Level	Ext. Sale Price
CON-ECMU-LLICCT1A	1 AP Spare Adder License for 2504 WLC (e-Delivery) 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	L-LIC-CT2504-1A=	4911J448325	02/01/2019	01/31/2020	92586929	ECMU	\$29.75
CON-ECMU-LLICCT1A	1 AP Spare Adder License for 2504 WLC (e-Delivery) 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	L-LIC-CT2504-1A=	4911J574AEF	02/01/2019	01/31/2020	92586929	ECMU	\$29.75
CON-ECMU-LLICCT1A	1 AP Spare Adder License for 2504 WLC (e-Delivery) 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	L-LIC-CT2504-1A=	4911J76797D	02/01/2019	01/31/2020	92586929	ECMU	\$29.75
CON-SNT-CT2515	2504 Wireless Controller with 15 AP Licenses 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	AIR-CT2504-15-K9	PSZ16470548	02/01/2019	01/31/2020	92586929	SNT	\$452.20
CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1702Z03K	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1701Z2PN	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET,	1	WS-C3750X-48P-S	FDO1701P2TD	02/01/2019	01/31/2020	92586929	SNT	\$838.95



CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1701Z2NT	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1702W04B	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1653Z0MJ	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNT-2960S4LS	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C2960S-48LPS-L	FOC1644Z1DM	02/01/2019	01/31/2020	92586929	SNT	\$451.35
CON-ECMU-LLICCT1A	1 AP Adder License for 2504 WLAN Controller (e-Delivery) 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	L-LIC-CT2504-1A		02/01/2019	01/31/2020	92586929	ECMU	\$29.75
CON-ECMU-LLICCT1A	1 AP Adder License for 2504 WLAN Controller (e-Delivery) 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	L-LIC-CT2504-1A		02/01/2019	01/31/2020	92586929	ECMU	\$29.75
CON-ECMU-LLICCT1A	1 AP Adder License for 2504 WLAN Controller (e-Delivery) 2424 14TH STREET,	1	L-LIC-CT2504-1A		02/01/2019	01/31/2020	92586929	ECMU	\$29.75



CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1734H01T	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1734H01Z	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1734H01U	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1734H01Y	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1736R0V3	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNT-3560X4PS	Catalyst 3560X 48 Port PoE IP Base 2424 14TH ST, COLUMBUS, NE, US, 68601	1	WS-C3560X-48P-S	FDO1749H0CW	02/01/2019	01/31/2020	92586929	SNT	\$580.55
CON-SNT-3560X2PS	Catalyst 3560X 24 Port PoE IP Base 2424 14TH ST, COLUMBUS, NE, US, 68601	1	WS-C3560X-24P-S	FDO1837R082	02/01/2019	01/31/2020	92586929	SNT	\$329.80
CON-SNTP-C240M4SX	UCS C240 M4 SFF 24 HD w/o CPU,mem,HD,PCle,PS,railkt w/expndr	1	UCSC-C240-M4SX	FCH1915V29H	02/01/2019	01/31/2020	92586929	SNTP	\$543.15



CON-SNT-3750X4PS	Catalyst 3750X 48 Port PoE IP Base 2419 14TH ST, COLUMBUS, NE, US, 68601	1	WS-C3750X-48P-S	FDO1911P03J	02/01/2019	01/31/2020	92586929	SNT	\$838.95
CON-SNTP-C220M4S	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit 2419 14TH ST, COLUMBUS, NE, US, 68601	1	UCSC-C220-M4S	FCH1916V2MC	02/01/2019	01/31/2020	92586929	SNTP	\$424.15
CON-SNTP-C220M4S	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit 2419 14TH ST, COLUMBUS, NE, US, 68601	1	UCSC-C220-M4S	FCH1916V1QS	02/01/2019	01/31/2020	92586929	SNTP	\$424.15
CON-SNTP-C220M4S	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit 2419 14TH ST, COLUMBUS, NE, US, 68601	1	UCSC-C220-M4S	FCH2033V2K0	02/01/2019	01/31/2020	92586929	SNTP	\$424.15
L-ASA5512-TAC-1Y	Cisco ASA5512 FirePOWER IPS and URL Licenses 2424 14TH ST, COLUMBUS, NE, US, 68601	1	L-ASA5512-TAC=	2851J319482	01/21/2020	01/31/2020	200423247	ASAFP	\$45.98
L-ASA5506-TAC-1Y	Cisco ASA5506 FirePOWER IPS and URL Licenses 2424 14TH ST, COLUMBUS, NE, US, 68601	1	L-ASA5506-TAC=	2851J80B3CC	01/21/2020	01/31/2020	200423247	ASAFP	\$11.53



Part #	Description	Qty	Machine	Serial Num	Line Start	Line End	Contract Num	Service Level	Ext. Sale Price
CON-ECMU-VMWSW2	Cisco Firepower Management Center,(VMWare) for 2 devices 2424 14TH ST, COLUMBUS, NE, US, 68601	1	FS-VMW-2-SW-K9	7371J178E0F	02/01/2019	01/31/2020	92586929	ECMU	\$85.00
CON-SNT-A12FPK9	*ASA 5512-X with FirePOWER Services, 6GE, AC, 3DES/AES, SSD 2424 14TH ST, COLUMBUS, NE, US, 68601	1	ASA5512-FPWR-K9	FTX2104W04M	02/01/2019	01/31/2020	92586929	SNT	\$538.90
CON-SNT-ASA5506K	ASA 5506-X with FirePOWER services, 8GE, AC, 3DES/AES 2424 14TH ST, COLUMBUS, NE, US, 68601	1	ASA5506-K9	JMX2104Y0GZ	02/01/2019	01/31/2020	92586929	SNT	\$101.15
CON-SNT-WSC312PC	Cisco Catalyst 3560-CX 12 Port PoE IP Base 2424 14TH ST, COLUMBUS, NE, US, 68601-5011	1	WS-C3560CX-12PC-S	FOC2109Y1U1	05/03/2019	01/31/2020	200820684	SNT	\$88.75
CON-SNT-WSC312PC	Cisco Catalyst 3560-CX 12 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560CX-12PC-S	FOC2112Y1VF	02/01/2019	01/31/2020	92586929	SNT	\$118.22
CON-SNT-WSC312PC	Cisco Catalyst 3560-CX 12 Port PoE IP Base 2424 14TH STREET, COLUMBUS, NE, US, 68601	1	WS-C3560CX-12PC-S	FOC2112Y1N3	02/01/2019	01/31/2020	92586929	SNT	\$118.22
CON-ECMU-ACVO25	Cisco AnyConnect VPN Only, 25 Simultaneous (eDelivery)	1	L-AC-VPNO-25=	7791J325ECB	02/01/2019	01/31/2020	92586929	ECMU	\$679.15



CON-ECMU-LLICCT1A	1 AP Adder License for 2504 WLAN Controller (e-Delivery) 2424 14TH ST, COLUMBUS, NE, US, 68601-5011	1	L-LIC-CT2504-1A	03/21/2019	01/31/2020	200820684	ECMU	\$25.84
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Subtotal: \$13,142.39

Shipping and Handling: \$0.00

Total: \$13,142.39

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.



PURCHASE AUTHORIZATION

This proposal is valid if ordered on or before 04/11/2019.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and CITY OF COLUMBUS. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of CITY OF COLUMBUS or any party within CITY OF COLUMBUS who is not privileged to receive such information, unless required by law.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement
Agreement Number: signed 34239

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of CITY OF COLUMBUS will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:
CITY OF COLUMBUS

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Bonnie M. Cerrito

Printed Name

Title of Authorized Representative

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :

DRAFT

RESOLUTION NO. R19-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH SOFTBALL ASSOCIATION FOR USE OF BRADSHAW PARK SOFTBALL FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Bradshaw Park softball fields and to require that various maintenance duties of the Bradshaw Park softball facilities be performed by the Columbus Youth Softball Association.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Youth Softball Association, of Columbus, Nebraska, hereinafter referred to as "CYSA" and hereby jointly and mutually agree to the use of the Bradshaw Park softball fields as follows:

WHEREAS, Columbus Youth Softball Association has proposed to provide recreational softball at Bradshaw Park and has requested the city allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CYSA providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
 - A) To provide the Bradshaw Park softball facility non-exclusively to CYSA commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the softball fields except dirt infield sprinklers.
 - D) To maintain the parking lot.
 - E) To haul garbage twice a week during the course of the softball season if needed.
 - F) To grade the softball fields once during the softball season.
 - G) To maintain the field lights as needed.
 - H) To paint the foul lines, when possible.
 - I) To put up and take down sun shades over each dugout. (CYSA to provide and maintain shades during season.)
 - J) To pay 65% of the electric bills and all water and sewer bills.
 - K) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - L) To solicit input from CYSA for projects funded by the City during the planning and construction phases of any major ball fields /concession renovation projects or additions.

- M) Provide support for those projects being done by CYSA. All projects must be approved and scheduled with the City prior to construction start.
 - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - O) Pay for all background checks for city teams and organizations.
 - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CYSA's purpose.
 - Q) All other background checks will be kept confidential.
2. CYSA, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with current fee structures.
 - B) Pay the City for weekend garbage pickup when requested by the CYSA in accordance with current fee structure.
 - C) To drag, chalk, and otherwise mark the softball fields.
 - D) To supply all supplies for maintaining the softball fields.
 - E) To properly clean the restrooms and toilet facilities at the softball facility on weekends and holidays during the softball season if used.
 - F) **To police area for trash each game day. "Area" includes under bleachers, concession stand, around fields, parking areas, and deposit in garbage barrels.**
 - G) To keep the interior of the concession stand and storage area clean at all times.
 - H) To properly run the irrigation system. Provided, however, that the City may from time to time direct CYSA as to the amount of water to supply to various locations within the softball facilities.
 - I) To prepare the fields after rain-outs and it is the CYSA's responsibility to determine if the field is playable.
 - J) To maintain the scoreboards and infield sprinklers. CYSA initiates repair and covers expenses.
 - K) To supply light bulbs for the concession stand and storage area.
 - L) CYSA to pay 35% of the actual electricity used per season.

- M) To ensure no parking in the concession, bleacher, or shelter areas except for the purpose of loading and unloading supplies.
- N) That any improvements or changes to said facility have prior approval either by the Public Property Director/Park Superintendent or Park Board.
- O) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- P) Provide to the Park Board a listing of projects proposed necessitating city funding in the next FY along with the financial report.
- Q) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- R) To provide the City of Columbus certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. **THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE** provided to the city. By the execution of this contract CYSA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of CYSA's or its members use of the facility.
- S) If the provisions of O, P, Q, and R that are listed above are not met, said organization does not have the City of Columbus permission to use said facility.
- T) The CYSA agree all profits, after expenses, derived from the usage of Bradshaw Park, be utilized on improvements to Bradshaw Park.
- U) The CYSA shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- V) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- W) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 20th DAY OF November, _____.

Brent Johnston
PRESIDENT OF CYSA

MAYOR
CITY OF COLUMBUS

Brent Johnston
PRINTED NAME

brent.johnston@bd.com
EMAIL ADDRESS



The City of Columbus

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

DATE: FEBRUARY 26, 2019
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: EMERGENCY REPAIR QUOTE FOR SEWER MAIN REPLACEMENT

RECOMMENDATION: Authorize Utility Staff to accept emergency low quote from Obrist & Company to replace deteriorating 12" concrete sewer main from just south of Howard Boulevard to Shady Lake Road (23rd Street) on 48th Avenue. Project length is 555 feet. This sewer main is the service main for the Hospital Lift Station.

DISCUSSION: The current main has collapsed once and has developed another possible fracture in the top half of the main. Staff did repaired the first collapse. However, due to the depth, and condition of the pipe in place, it is in the opinion of Utility Staff and the Public Works Director, that the line needs to be replaced from the south side of the tracks to the south side of Shady Lake Road approximately 555 feet with PVC pipe.

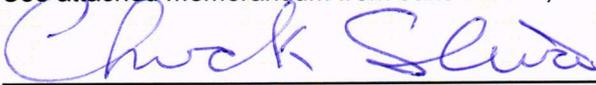
Utility Staff was only able to solicit two quotes. Obrist & Company was the low quote for the complete install and tie-in to exciting sewer main, manholes, and connect two service taps.

Due to the nature of the possible line failure, by-pass pumping and emergency street closures, Public Works Staff request to proceed with the replacement project immediately.

FISCAL IMPACT: \$43,500.00 from the Sanitary Sewer Operations and Maintenance and the CIPP Project Budget.

ALTERNATIVES: Risk the possibility of complete failure and higher cost do to need to by-pass pump and long-term Lost Creek Parkway closure.

CONCURRENCE: See attached memorandum from Jake Wacha, Utility Supervisor.

RECOMMENDATION: 

Director of Public Works

APPROVAL: 

Finance Director



City Administrator

Attachments





The City of **Columbus**

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

DATE: FEBRUARY 26, 2019
TO: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
FROM: JAKE WACHA, WATER UTILITY SUPERVISOR
RE: EMERGENCY SEWER MAIN REPLACEMENT

Attached you will find paper work for the emergency replacement quotes for the 12" RCP sewer main replacement. Obrist & Company is the low quote in the amount of \$43,500.00 for new 12" PVC main install.

The two attached quotes are for the replacement of 555 feet of 12" sewer main replacement. This main is located just south of the tracks on 48th Avenue to Shady Lake Road.

This replacement is necessary due to the deterioration of the current sewer main pipe in place at this time. This critical main services the Crestwood / Hospital Lift Station.

Funds for this replacement will come from the Sewer System Maintenance / CIPP Fund. The low quote replacement cost is \$43,500.00. Due to the location of this force main and critical need that serves the area of Crestwood and the Hospital Lift, we seek to expedite the project.



Jake Wacha
Water Utility Supervisor





P O Box 581
Columbus, NE 68602-0581
402-564-2804
402-562-7950 Fax

1-30-19

City of Columbus 48th Ave 12" Sewer repair.

To install two new manholes, tie into 2 existing manholes, and then reconnect the forced main.

This includes removing and replacing the black top on 23rd street and replacing it.

For the sum of \$43,500.00

Old line to be left in place.

Thanks,

John

RUTJENS CONSTRUCTION INC.

P.O. Box 99
 Tilden NE. 68781
 Phone 402-368-2922

Estimate

Number: **E598**

Date: **February 13, 2019**

Bill To:

CITY OF COLUMBUS
 4528 19TH STREET
 COLUMBUS, NE. 68602-1677

Ship To:

PO Number	Terms	Code
	48TH AVENUE REPAIRS	

Date	Description	Quantity	Price	Tax 1	Amount
	NEW SAN. SEWER LINE ON 48TH AVENUE	1.00	45,627.00		45,627.00

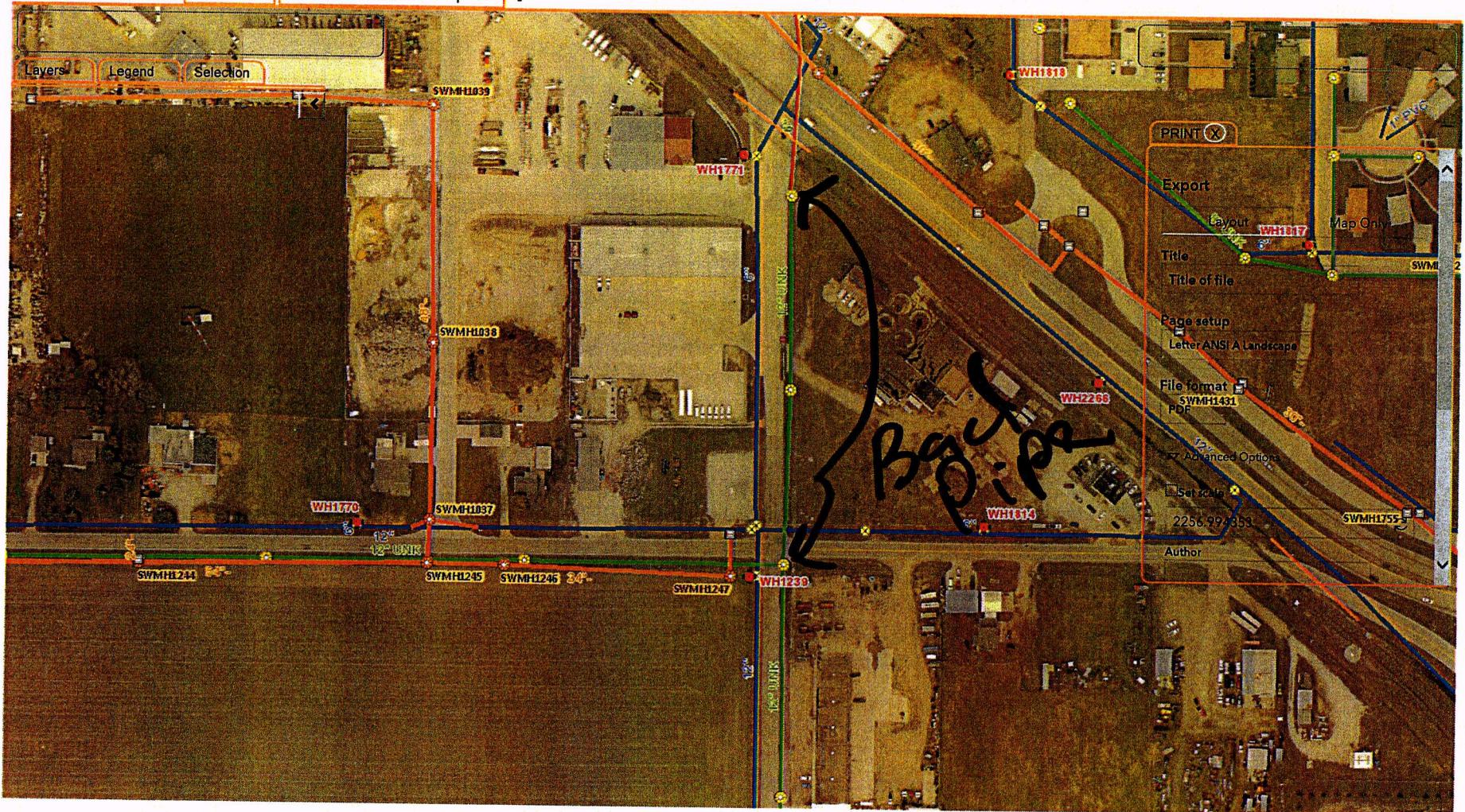
PRICE INCLUDES MATERIAL AND LABOR TO INSTALL A NEW 10" LINE ALONG SIDE OLD 12" LINE WITH 3 SERVICES CONNECTED TO EXISTING SERVICES, BYPASS PUMPING AND A 10" LINE INSTALLED IN THE EXISTING 12" LINE UNDER ROAD. PRICE DOES NOT INCLUDE ANY SEEDING, SODDING, NEW MANHOLE(S), DEWATERING, CONCRETE REMOVAL AND OR REPLACEMENT OR COMPACTION TESTS.

Sub-Total	\$45,627.00
State Tax 0.00% on 0.00	0.00
Total	\$45,627.00



Home Water & Sewer Map X +

Chuck Silva



200 ft

DRAFT

RESOLUTION NO. R19-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT FOR THE EAST CENTRAL REGION 911 EMERGENCY COMMUNICATION EQUIPMENT SHARING AGREEMENT BY ADDING THE GRAND ISLAND EMERGENCY CENTER AS A MEMBER AND PARTICIPANT, A COPY OF SAID ADDENDUM AND AGREEMENT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, in 2013 the City of Columbus, through Resolution No. R13-111, entered into an interlocal agreement with Platte County, Boone County, Butler County, Merrick County, Nance County, Polk County, and Saunders County for the purposes of a 911 Emergency Communication Equipment Sharing Agreement (on November 5, 2018, through Resolution No. 18-149, Hamilton County was added as a member to said Agreement via an Addendum); and

WHEREAS, the City of Grand Island and the County of Hall, through their own Interlocal Agreement, established and operate the Grand Island Emergency Center, hereinafter referred to as "GIEC,"; and

WHEREAS, the GIEC desires to become a member and participant to the Interlocal Cooperation Agreement for the East Central Region 911 Emergency Communication Equipment Sharing Agreement; and

WHEREAS, the proposed Addendum adding GIEC as a member has been reviewed and approved by both the East Central 911 Governing Board and the Platte County 911 Technical Committee, a copy of said Addendum is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Addendum to the Interlocal Cooperation Agreement for the East Central Region 911 Emergency Communication Equipment Sharing Agreement which adds the Grand Island Emergency Center as a member and participant, a copy of said Addendum and Agreement are 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

Date: February 19, 2019
To: Mayor and City Council
From: Police Department/Captain Todd Thalken
Subject: Approval of the Addendum Adding Grand Island Emergency Center which will grant Grand Island/Hall County entry into the East Central Region 911 Emergency Communications Equipment Sharing (EC911) group.

RECOMMENDATION

It is recommended that the City Council approve the Addendum Adding Grand Island Emergency Center change to the EC911 Interlocal Agreement.

DISCUSSION

In 2013 the City of Columbus signed an Interlocal Agreement with Platte County, Boone County, Butler County, Merrick County, Nance County, Polk County and Saunders County to create the EC911 group. This group shares two Central Processing Equipment (CPE) nodes used for their 911 systems. This system creates geographic redundancy to the member agencies as well as cost savings by sharing communications lines and CPE equipment.

Since that time, Hamilton County has also been added to the to the EC911 group through an addendum to the original interlocal agreement.

This proposed Addendum also includes the moving of the Central Premise Host Equipment nodes (CPE) from the Columbus Water tower to Grand Island City Hall where the current 911 Circuits/Trunks are terminated. This move of CPE equipment will also create greater geo-diversity from the second CPE node in Wahoo, Nebraska.

The addition of Hall County will make the EC911 group more influential when it comes to long term goals and consideration for new Nebraska projects (like the implementation of a Next Generation 911 I3 ESInet which will be happening this year and beyond).

Allowing Hall County to join EC911 has been approved by the EC911 Governing Board as well as the Platte County 911 Technical Committee.

FISCAL IMPACT

All costs associated with Grand Island/Hall County joining the group and the moving of the CPE node will be paid by the Grand Island Emergency Center. There is no cost to the City of Columbus.

CONCURRENCE

Charles Sherer – Chief of Police

SIGNATURE:

By:



Todd Thalken – Police Captain

Approved:



Charles Sherer – Chief of Police

Approved: Heather Lindsley
Heather Lindsley – Finance Director

Approved: Tara Vasicek
Tara Vasicek – City Administrator

**ADDENDUM TO THE
INTERLOCAL COOPERATION AGREEMENT
EAST CENTRAL REGION
911 EMERGENCY COMMUNICATION EQUIPMENT SHARING
AGREEMENT ADDING GRAND ISLAND EMERGENCY CENTER**

WHEREAS, the Counties of Boone, Butler, Merrick, Nance, Polk, and Saunders and the City of Columbus acting as the Platte County public safety answering point (PSAP) entered into an Interlocal Agreement for 911 Emergency Communications Equipment Sharing dated September 16, 2013, hereinafter referred to as the "Agreement"; and

WHEREAS, the Agreement created the East Central 911 Region, hereinafter referred to as the "EC911", administered by the EC911 Governing Regional Committee comprised of a representative of each member governmental party to the Agreement; and

WHEREAS, by addendum to the Agreement on November 5, 2018, Hamilton County became a party to the Agreement as amended by said addendum, and

WHEREAS, EC911 and its members share a 911 Customer Premise Equipment (CPE) system thereby enabling multiple PSAPs to share backroom equipment thereby decreasing equipment and maintenance costs that would otherwise be borne by the individual EC911 members; and

WHEREAS, EC911 shares two nodes where 911 phone calls for EC911 are received and distributed to EC911 members for PSAPs through a private and secure data network known as NRIN; and

WHEREAS, the City of Grand Island and the County of Hall, through their Interlocal Agreement, established and operate the Grand Island Emergency Center hereinafter referred to as "GIEC," and

WHEREAS, GIEC currently hosts call routing equipment of EC911; and

WHEREAS, GIEC desires to become a party to the Agreement and a member of the EC911 Governing Regional Committee under such terms and conditions as set forth herein; and

WHEREAS, the member entities of EC911 together with GIEC desire to approve this Addendum to the Agreement thereby admitting GIEC as a party to the Agreement and a member of EC911 and its Governing Regional Committee.

NOW, THEREFORE, in consideration of the foregoing premises and mutual benefits provided by the Agreement and this Addendum, the EC911 members and GIEC agree as follows:

1. EC911 and GIEC acknowledge that pursuant to this Addendum, GIEC is being added as a party to the Agreement and therefore being granted membership in EC911.
2. GIEC will purchase and install upgraded equipment in both its main and alternate PSAP facilities for call taking. It is anticipated to occur in the spring of 2019, upon completion of the new GIEC PSAP facility.
3. GIEC will pay for moving an EC911 communications node and circuits from the Columbus Water Tower to GIEC and house the node in the Grand Island City Hall (GIEC's alternate PSAP). Calls coming to the nodes, including this new location, will be distributed to the new GIEC PSAP facility and all other current EC911 system partners through routing via NRIN.
4. GIEC will pre-pay for its own multi-year maintenance contract with CallWorks. This contract will be independent of the current EC911 maintenance contract and expiration date. The original EC911 counties, whose current agreement with CallWorks expires in 2022, may enter into a

separate, independent renewal agreement with CallWorks or a joint renewal agreement with GIEC, provided GIEC is credited with the cost for years already paid on its agreement.

5. When the GIEC PSAP has been fully integrated into the EC911 membership and system, the current contract between EC911 and GIEC for telecommunications equipment hosting shall be terminated by mutual agreement.
6. In the event that the EC911 agreement is terminated, dissolved or expires, all equipment purchased by GIEC will remain property of the GIEC, including but not limited to, distribution equipment, and workstations. It is acknowledged that the node and common CPE equipment is a shared property among all participants.
7. GIEC shall be a member of the EC911 Governing Regional Committee and its representative shall be designated in such manner as determined by the City of Grand Island and the County of Hall.
8. This Addendum shall be attached to and shall become a part of the Agreement and shall be effective as of the date hereof.
9. Nothing in this Addendum shall imply or prohibit the addition of future members to EC911 pursuant to the terms of the Agreement and this Addendum.
10. This Addendum may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.
11. In the event that any of the terms, covenants or conditions of this Addendum or their application shall be held invalid as to any person, entity or circumstances by any court having jurisdiction, the remainder of this Addendum and the application and effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

COUNTY OF BOONE
ALBION, NEBRASKA

BY: _____
CHAIRPERSON, BOONE COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF HAMILTON
AURORA, NEBRASKA

BY: _____
CHAIRPERSON, HAMILTON COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF POLK
OSCEOLA, NEBRASKA

BY: _____
CHAIRPERSON, POLK COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF BUTLER
DAVID CITY, NEBRASKA

BY: _____
CHAIRPERSON, BUTLER COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF PLATTE
COLUMBUS, NEBRASKA

BY: _____
CHAIRPERSON, PLATTE COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

CITY OF COLUMBUS
COLUMBUS, NEBRASKA

BY: _____
MAYOR, CITY OF COLUMBUS

Dated this ___ day of _____, 2019

COUNTY OF SAUNDERS
WAHOO, NEBRASKA

BY: _____
CHAIRPERSON, SAUNDERS COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF NANCE
FULLERTON, NEBRASKA

BY: _____
CHAIRPERSON, NANCE COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF MERRICK
CENTRAL CITY, NEBRASKA

BY: _____
CHAIRPERSON, MERRICK COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF HALL
GRAND ISLAND, NEBRASKA

BY: _____
CHAIRPERSON, HALL COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

CITY OF GRAND ISLAND, NEBRASKA

BY: _____
MAYOR, CITY OF GRAND ISLAND

Dated this ___ day of _____, 2019

DRAFT

RESOLUTION NO. R19-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS AREA YOUTH FOOTBALL ORGANIZATION FOR USE OF BRADSHAW PARK FOOTBALL FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Bradshaw Park football fields and to require that various maintenance duties of the Bradshaw Park football facilities be performed by the Columbus Area Youth Football Organization.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Area Youth Football Organization, of Columbus, Nebraska, hereinafter referred to as "CAYFO" and hereby jointly and mutually agree as follows:

WHEREAS, Columbus Area Youth Football Organization (CAYFO) has proposed to provide recreational football at Bradshaw Park and has requested the city allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CAYFO providing the acts and performance of various duties as set forth in Section No. 2 below.

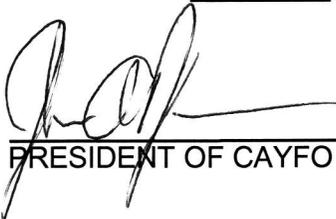
1. The City hereby agrees as follows:
 - A) To provide the Bradshaw Park facilities non-exclusively to CAYFO commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, plumbing, bleachers and irrigation equipment for the irrigation of the football fields.
 - D) To maintain the parking lot.
 - E) To haul garbage twice a week during the course of the football season if needed.
 - F) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - G) To solicit input from CAYFO for projects funded by the City during the planning and construction phases of any major field and storage building renovation projects or additions.
 - H) Provide support for those projects being done by CAYFO. All projects must be approved and scheduled with the City prior to construction start.
 - I) To provide forms for all coaches, referees, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - J) Pay for all background checks for city teams and organizations.
 - K) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CAYFO's purpose.
 - L) All other background checks will be kept confidential.

2. CAYFO, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:

- A) Pay to the City for the rental of the concession stand facilities in accordance with current fee structure.
- B) Pay the City for weekend garbage pickup when requested by the CAYFO in accordance with current fee structure.
- C) To mark the football fields.
- D) To supply all supplies for the marking of the football fields.
- E) To properly clean the restrooms and toilet facilities at the softball facility on weekends and holidays during the football season if used.
- F) **To police area for trash each game day. "Area" includes under bleachers, concession stand, around fields, parking areas, and deposit in garbage barrels.**
- G) To keep the interior of the concession stand and storage area clean at all times.
- H) It is the CAYFO's responsibility to determine if the football fields are playable after a rain.
- I) To supply light bulbs for the storage area at the Bradshaw football facility and to share equally in the cost with the city for maintenance of the scoreboard.
- J) To ensure no parking in the concession, bleacher, or shelter areas except for the purpose of loading and unloading supplies.
- K) That any improvements or changes to said facility have prior approval either by the Public Property Director/Park Superintendent or Park Board.
- L) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, paint, vehicle & etc.), number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the city. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- M) Provide to the Park Board a listing of projects proposed necessitating city funding in the next FY along with the financial report.
- N) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.

- O) To provide the City of Columbus Certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of the contractor CAYFO agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of CAYFO's or its members use of the facility.
- P) If the provisions of L, M, N and O that are listed above are not met, said organization does not have the City of Columbus permission to use said facility.
- Q) CAYFO agrees all profits, after expenses, derived from the usage of Bradshaw Park, be utilized on improvements to the fields.
- R) The CAYFO shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- S) Have all coaches, referees, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- T) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 19 DAY OF February, 2019.



 PRESIDENT OF CAYFO

 MAYOR
 CITY OF COLUMBUS

John Zwingman

 PRINTED NAME

jzwingman@acesne.com

 EMAIL ADDRESS

DRAFT

RESOLUTION NO. R19-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS SOFTBALL ASSOCIATION FOR USE OF GERRARD PARK SOFTBALL FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Gerrard Park softball fields and to require that various maintenance duties of the Gerrard Park softball facilities be performed by the Columbus Softball Association.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Softball Association, of Columbus, Nebraska, hereinafter referred to as "CSA" and hereby jointly and mutually agree as follows:

WHEREAS, Columbus Softball Association has proposed to provide recreational softball at Gerrard Park and has requested the city allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CSA providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:

- A) To provide the Gerrard Park softball facilities non-exclusively to CSA commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
- B) To mow the fields once weekly, weather permitting when and if needed.
- C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the softball fields, except for infield sprinklers.
- D) To maintain the parking lot.
- E) To haul garbage twice a week during the course of the softball season, if needed.
- F) To grade the softball fields once during the softball season.
- G) To maintain the field lights as needed.
- H) To paint the foul lines as needed, when possible.
- I) To pay 65% of the electric bills and all water and sewer bills.
- J) To supply toilet paper and cleaning supplies to clean restrooms Monday through Friday.
- K) To solicit input from CSA for projects funded by the City during the planning and construction phases of any major ball fields, concession stand and building renovation projects or additions.
- L) Provide support for those projects being done by CSA. All projects must be approved and scheduled with the City prior to construction start.

- M) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - N) Pay for all background checks for city teams and organizations.
 - O) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CSA's purpose.
 - P) All other background checks will be kept confidential.
2. CSA, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
 - B) Pay the City for weekend garbage pickup when requested by the CSA in accordance with the current fee structure.
 - C) To drag, chalk, and otherwise mark the softball fields.
 - D) To supply all supplies for maintaining the softball field.
 - E) To properly clean the restrooms and toilet facilities at the softball facility during the softball season, if games are scheduled on weekends and holidays if used.
 - F) To prepare the fields after rain-outs and it is the CSA's responsibility to determine if the fields are playable.
 - G) To maintain the scoreboards, infield sprinklers & Agra-lime. CSA initiates repair and covers expenses.
 - H) To supply light bulbs for the restrooms, concession stands and tournament headquarters at the Gerrard Park softball facility.
 - I) CSA to pay 35% of the actual electricity used per season.
 - J) To ensure no parking in the concession, bleacher, or shelter areas except for the purpose of loading and unloading supplies.
 - K) To work with Columbus High School & Central Community College who shares the softball facility from August 15th of each year.
 - L) **To police area each game day for trash. "Area" includes around fields, under bleachers, concession stand, parking lot, and to deposit in trash containers.**
 - M) That any improvements or changes to said facility have prior approval either by the Public Property Director/Park Superintendent or Park Board.

- N) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the city. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- O) Provide to the Park Board a listing of projects proposed necessitating city funding in the next FY along with the financial report.
- P) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- Q) To provide the City of Columbus a Certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage for any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract CSA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of CSA's or its members use of the facilities.
- R) If the provisions of N, O, P & Q that are listed above are not met, said organization does not have the City of Columbus permission to use said facility.
- S) The CSA agrees all profits, after expenses, derived from the usage of Gerrard Park, be utilized on improvements to Gerrard Park.
- T) The CSA shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- U) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- V) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 15 DAY OF January, 2019.



PRESIDENT OF CSA

MAYOR
CITY OF COLUMBUS



PRINTED NAME



EMAIL ADDRESS



The City of Columbus

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

DATE: FEBRUARY 26, 2019
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: REPLACEMENT QUOTE FOR UNDER RATED CHAIN HOIST

RECOMMENDATION: Authorize Water Production Staff to accept low quote in amount of \$7,725.75 from Nebraska Hoist and Crane to replace under rated and damaged hoist unit in place at the South Water Plant.

DISCUSSION: The current 2-Ton hoist that was installed at the time of construction of the South Water Plant, is under rated for the load rated for service pumps and components in place. In addition, the unit was damaged by a lighting strike late last fall and is in need of repair.

Water Production Staff have found that the overhead hoist needs to be rated at 3-Tons to safely lift the high service pumps and components for yearly rotating service related work of the three pumps.

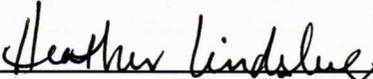
FISCAL IMPACT: \$7,725.75 from the Water Utility Equipment Maintained Budget Fund.

ALTERNATIVES: Risk the possibility of complete failure and costly damages to pumps and components at the time of service work.

CONCURRENCE: See attached memorandum from Bob Kloke, Water Production Supervisor.

RECOMMENDATION: 

Director of Public Works

APPROVAL: 

Finance Director



City Administrator

Attachments





The City of **Columbus**

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station
402-562-4260 www.columbusne.us

MEMORANDUM

DATE: February 26, 2019
TO: Chuck Sliva, Public Works Director
FROM: Bob Kloke, Water Production Supervisor
SUBJECT: Water Production Division — Emergency Purchase

RECOMMENDATION: Approve the quote from Nebraska Hoist & Crane for \$7,725.75. Three quotes are attached.

DISCUSSION: The current hoist is used to pull the High Service Pumps at the South Water Plant. A contractor was hired to do maintenance work on Pump #2. The hoist was not working properly. It was noted that the existing hoist is rated for two ton (2T) and the pump assembly weighs 5,700 pounds. For safety reason, a three ton (3T) hoist needs to be purchased to replace the under sized two ton hoist.

FISCAL IMPACT: The cost of the chain hoist will be paid from the Equipment Maintenance Budget.

SIGNATURE:

By:

Bob Kloke, Water Production Supervisor

Enc.



City of Columbus

Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-432

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: 2/6/2019 Time: 9:30 AM

Vendor Name: Nebraska Hoist & Crane

Vendor Employee Name: Jim Recker

Telephone: 402-614-8011

Quote For: Three ton hoist for High Service Pump Room.

Quote Includes:	Item Totals:
Three ton hoist-electric chain hoist and motorized trolley.	\$7,725.75
Total:	\$7,725.75

Quote Excludes:
Freight

Delivery Date: 3/1/2019 Shipped By: Best Way.

Shipped F.O.B. (Freight Paid): Yes _____ No ✓

Tax Excluded

City Employee Obtained Quote: Bob Kloke

City of Columbus

Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-432

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: 2/6/2019 Time: 9:30 AM

Vendor Name: Nebraska Hoist & Crane

Vendor Employee Name: Jim Recker

Telephone: 402-614-8011

Quote For: Three ton hoist for High Service Pump Room.

Quote Includes:	Item Totals:
Three ton hoist-electric chain hoist and motorized trolley.	\$8,394.78
Total:	\$8,394.78

Quote Excludes:
Freight

Delivery Date: 3/1/2019 Shipped By: Best Way.

Shipped F.O.B. (Freight Paid): Yes _____ No ✓

Tax Excluded

City Employee Obtained Quote: Bob Kloke

City of Columbus

Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-432

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: 2/6/2019 Time: 1:00 PM

Vendor Name: Otte Electric

Vendor Employee Name: Don Otte

Telephone: 402-276-0299

Quote For: Three ton hoist for High Service Pump Room.

Quote Includes:	Item Totals:
Three ton hoist-electric chain hoist and motorized trolley.	\$13,403.00
Total:	\$13,403.00

Quote Excludes:
Freight

Delivery Date: 3/1/2019 Shipped By: Best Way.

Shipped F.O.B. (Freight Paid): Yes _____ No ✓

Tax Excluded

City Employee Obtained Quote: Bob Kloke

MEMORANDUM

DATE: February 15, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

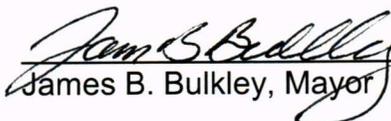
With your permission, I wish to submit the following name to you for appointment at the March 4, 2019 City Council meeting as per City Council rules.

CITIZEN'S ADVISORY REVIEW COMMITTEE (Four-Year Term)

**President or Board Member of the Chamber of Commerce Executive Committee
(Replacing Kerry Belitz who is no longer the Chamber President)**

Jeanne Schieffer, 3259 40th Avenue, Columbus, NE

The Citizens Advisory Review Committee requires a member who is the President or Board Member of the Chamber of Commerce Executive Committee. Jeanne Schieffer joins the committee in that capacity, as the new president of the Columbus Area Chamber of Commerce. A Columbus resident since 1990, Schieffer has worked for the Nebraska Public Power District for the last 23 years. She most recently served as their corporate communications and public relations manager. Her background in communications and an economic development mindset will be assets to the CARC.


James B. Bulkley, Mayor

Committees/AppointReappoint/Citizen's Advisory Review Com

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on February 19, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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 is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Ron Schilling. Council Member Prent Roth was absent and excused. City staff members included City Attorney Neal Valorz, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Interim Library Director Karen Connell, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Kline 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, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
 - 4.A. **Minutes of February 4, 2019, City Council meeting.**
 - 4.B. **Resolution No. R19-20 approving acquisition contract with Doris J. Melliger and Cindy J. Melliger in the amount of \$5,028 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-20 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH DORIS J. MELLIGER AND CINDY J. MELLIGER IN THE TOTAL AMOUNT OF \$4,216 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.

- 4.C. Resolution No. R19-21 approving acquisition contract with James and Rita Rawhouser in the amount of \$2,240 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-21 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH JAMES AND RITA RAWHOUSER IN THE TOTAL AMOUNT OF \$2,240 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.D. Resolution No. R19-22 approving acquisition contract with Thomas and Kim Smith in the amount of \$500 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-22 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH THOMAS AND KIM SMITH IN THE TOTAL AMOUNT OF \$500 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.E. Resolution No. R19-23 approving acquisition contract with Charles and Marlene Beiermann in the amount of \$1,475 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-23 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH CHARLES AND MARLENE BEIERMANN IN THE TOTAL AMOUNT OF \$1,475 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.F. Resolution No. R19-24 approving acquisition contract with Rudolph and Jennifer Brunkhorst in the amount of \$1,900 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-24 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH RUDOLPH AND JENNIFER BRUNKHORST IN THE TOTAL AMOUNT OF \$1,900 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO

SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.

- 4.G. Resolution No. R19-25 approving acquisition contract with Patricia and Michael Landkamer in the amount of \$250 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-25 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH PATRICIA AND MICHAEL LANDKAMER IN THE TOTAL AMOUNT OF \$250 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.H. Resolution No. R19-26 approving acquisition contract with Tara Watchorn in the amount of \$1,460 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-26 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH TARA WATCHORN IN THE TOTAL AMOUNT OF \$1,460 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT - NDOR PROJECT URB-6065(6), 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.
- 4.I. Resolution No. R19-27 approving acquisition contract with Randall and Tonimarie Damme in the amount of \$4,168.90 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-27 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH RANDALL AND TONIMARIE DAMME IN THE TOTAL AMOUNT OF \$4,168.90 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.J. Resolution No. R19-28 approving acquisition contract with Ronald and Debra Kallenbach in the amount of \$250 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-28 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH RONALD AND DEBRA KALLENBACH IN THE TOTAL AMOUNT OF \$250 IN

- CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.K. Resolution No. R19-29 approving acquisition contract with Arlys Ann Wehrer in the amount of \$1,560 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-29 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH ARLYS ANN WEHRER IN THE TOTAL AMOUNT OF \$1,560 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.L. Resolution No. R19-30 approving acquisition contract with Timothy and Christine Warren in the amount of \$520 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-30 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH TIMOTHY AND CHRISTINE WARREN IN THE TOTAL AMOUNT OF \$520 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.M. Resolution No. R19-31 approving acquisition contract with David and Karla Nansel in the amount of \$100 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-31 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH DAVID AND KARLA NANSEL IN THE TOTAL AMOUNT OF \$100 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.N. Resolution No. R19-32 approving acquisition contract with Nohemy D. Herrera in the amount of \$320 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-32 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH NOHEMY D. HERRERA IN

- THE TOTAL AMOUNT OF \$320 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.O. Resolution No. R19-33 approving acquisition contract with Michael and Sandra Kratochvil in the amount of \$1,000 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-33 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH MICHAEL AND SANDRA KRATOCHVIL IN THE TOTAL AMOUNT OF \$1,000 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.P. Resolution No. R19-34 approving acquisition contract with Brandon Miller and Rachel Bohrer in the amount of \$100 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-34 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH BRANDON MILLER AND RACHEL BOHRER IN THE TOTAL AMOUNT OF \$100 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.Q. Resolution No. R19-35 approving acquisition contract with Maria Espinoza in the amount of \$100 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-35 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH MARIA ESPINOZA IN THE TOTAL AMOUNT OF \$100 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.R. Resolution No. R19-36 approving acquisition contract with Gates Farms, Inc. in the amount of \$5,697 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-36 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH GATES FARMS, INC. IN THE

- TOTAL AMOUNT OF \$5,697 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.S. Resolution No. R19-37 approving acquisition contract with Dustin and Amanda Masek in the amount of \$3,030 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-37 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH DUSTIN AND AMANDA MASEK IN THE TOTAL AMOUNT OF \$3,030 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT - NDOR PROJECT URB-6065(6), 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.
- 4.T. Resolution No. R19-38 approving acquisition contract with Loup River Public Power District in the amount of \$200 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-38 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH LOUP RIVER PUBLIC POWER DISTRICT IN THE TOTAL AMOUNT OF \$200 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.U. Resolution No. R19-39 approving acquisition contract with Patrick Nordstrom in the amount of \$810 in conjunction with 3 Avenue from 8 Street to South 5 Street project.** Resolution No. R19-39 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ACQUISITION CONTRACT WITH PATRICK NORDSTROM IN THE TOTAL AMOUNT OF \$810 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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.
- 4.V. Resolution No. R19-40 authorizing payment of various improvement projects.** Resolution No. R19-40 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. – New Police Station \$474,260.62; Eriksen Construcion Co., Inc. – Waste Water Treat Phase 4 \$313,730.31; Eriksen Construction Co., Inc. – Waste Water Treat Phase 4 \$823,457.46; The Verdin Company – Bell Tower Renovation \$83,776.00.

4.W. Finance Department reports.

4.X. Payroll and bills on file. 2/22/19 Payroll \$573,750.27; A & J Guns – Supplies 54.99; A to Z Messaging – Service 105.00; Ace Hardware & Garden Center – Supplies 1,140.48; Lavina Adkisson – Pension 609.00; Advance Auto Parts – Supplies 381.57; Ag Spray Equipment – Supplies 126.43; Alfa Laval, Inc. – Supplies 513.52; AlphaMedia USA LLC – Advertising 1,895.00; Amazon – Supplies 1,305.10; American Red Cross – Training 37.00; Aqua-Chem, Inc. – Chemicals 647.72; Aqua-Pure, Inc. – Chemicals 6,414.72; B-D Construction, Inc. – Police Station Facility 474,260.62; Barco Municipal Products – Supplies 1,400.00; Beard-Warren Heating & Air Conditioning – Boiler Replacement 31,159.90; Beard-Warren Heating & Air Conditioning – Service 105.00; Behlen Towing LLC – Service 1,560.00; Charles & Marlene Beiermann – SID178 1,475.00; BGNE, Inc. – Supplies 409.80; Big Red Printing – Supplies 41.17; Bissell Hose Company – Expenses 82.85; Black Hills Energy – Utilities 6,474.76; Blackstrap, Inc. – Supplies 3,005.56; Frank J Blahak Jr – Pension 762.00; Blazer Manufacturing – Supplies 15.00; BMC Software, Inc – Service 1,443.39; Richard Bogus – Expenses 209.48; Bomgaars – Supplies 715.34; Bound Tree Medical LLC – Supplies 442.64; Rudolph & Jennifer Brunkhorst – SID178 1,900.00; BS&A Software – Accounting Software 70,740.00; Capstone Press, Inc. – Supplies 416.78; CareerTrack – Training 99.00; Cavendish Square Publishing – Supplies 215.56; Center Point Large Print – Supplies 175.56; Central Community College – Training 345.00; Central Parts & Machine – Supplies 416.21; Central Sand & Gravel Company – Supplies 1,287.11; Century Link – Utilities 994.63; City of Columbus – Utilities 6,165.32; City of North Platte – Licenses 300.00; Club Prophet Systems – Service 90.00; CNC Repair LLC – Service 3,007.19; Columbus Area Chamber of Commerce – Eonic Communities Program 10,000.00; Columbus Area Chamber of Commerce – Supplies 1,400.00; Columbus Area Chamber of Commerce – Drive for Five 2,000.00; Columbus Community Hospital – Service/Supplies 662.32; Columbus Community Hospital – Training 2,380.00; Columbus Custom Embroidery – Service 103.00; Columbus Family Resource Center – Lease Payment 8,925.00; Columbus Plumbing Co. – Service 1,231.40; Columbus Telegram – Publications 2,841.86; Columbus Tire & Service, Inc. – Service 29.00; Community Internet – Service 45.00; Connecting Point/Radio Shack – Supplies 4,079.99; Cornhusker International Trucks, Inc. – Supplies 79.32; Cornhusker Marriott Hotel – Lodging 220.00; Cornhusker Public Power District – Utilities 905.84; Culligan of Columbus – Supplies 287.35; Derek Curtis – Expenses 12.50; Randall & Tonimarie Damme – SID178 4,168.90; Danko

Emergency Equipment – Supplies 260.00; DAS State Accounting – Service 704.00; DHHS – Pool Permits 160.00; DLT Solutions LLC – Service 5,762.40; Downtown Business Association – Dues 135.00; Dubas Refrigeration – Service 218.00; Dugan Printing & Promotions, LLC – Supplies 417.30; Douglas Dunbar – Contract 6,154.00; Douglas Dunbar – Commissions 842.64; Douglas Dunbar – Expenses 444.34; DXP Enterprises, Inc. – Supplies 63.82; Eakes Office Solutions – Supplies 2,461.39; Economy Hometown Market – Supplies 281.12; Electrical Engineering & Equipment Co. – Supplies 1,279.64; Electronic Engineering – Service 368.12; Electronic Engineering – Contract 10,520.00; Eriksen Construction Co., Inc. – Wastewater Treatment Facility Improvements Phase 4 1,137,187.77; Ernst Auto Center – Supplies 117.85; Maria D Espinoza – SID178 100.00; Fastenal Company – Supplies 452.66; FBI-Law Enforcement Executive Development Association – Membership 50.00; FBI National Academy Associates – Membership 120.00; First Impressions LLC – Supplies 575.00; First National Bank Omaha – Expenses 8,567.27; Frontier – Utilities 3,159.15; Frontier Cooperative Company – Fuel 7,415.65; G-O Rapid Lube and More LLC – Service 44.32; Gale – Supplies 666.29; Galls LLC – Supplies 417.95; Gates Farms, Inc. – SID178 5,697.00; Gerhold Concrete Company, Inc. – Supplies 327.26; Godfather's Pizza – Meals 222.75; Great Plains Building Supply – Supplies 134.92; Great Plains Communications – Service 310.00; Gunslingers LLC – Supplies 8.00; Hach Company – Supplies 395.56; Hadley-Braithwait Company – Supplies 111.17; Hawkins, Inc. – Chemicals 2,501.18; HD Supply Construction & Industrial-White Cap – Supplies 689.98; HDR Engineering, Inc. – School and Pedestrian Crossing Evaluation 18,768.00; HDR Engineering, Inc. – North Sanitary Sewer Collection System Study 1,293.45; HDR Engineering, Inc. – Wastewater Treatment Facility Improvements 67,540.02; Heartland Natural Gas LLC – Utilities 12,621.99; Nohemi D Herrera – SID178 320.00; Hobby Lobby – Supplies 45.48; Hometown Leasing – Supplies 177.97; Stan Houston Equipment Co., Inc. – Supplies 3,210.00; Mark S Howerter MD – Contract 583.00; Brad Hruska – Expenses 170.02; Humanities Nebraska – Service 600.00; Hy-Vee, Inc. – Supplies 53.79; Hydro Tech, Inc. – Service 17.00; Impact Telecom – Utilities 51.64; Industrial Systems and Supply, Inc. – Supplies 22.83; Ingram Library Services, Inc. – Supplies 4,840.29; International Association of Chiefs of Police – Membership 190.00; International Code Council, Inc. – Membership 135.00; Interstate Battery System of Nebraska – Supplies 122.95; Island Supply Welding Co. – Supplies 271.36; Jackson Services, Inc. – Supplies 4,432.87; Len Janssen – Service 500.00; JEO Consulting Group, Inc. – Lost Creek Floodplain 8,866.00; JEO Consulting Group, Inc. – Downtown Traffic Improvements 10,008.75; JEO Consulting Group, Inc. – Stormwater Evaluation & Improvements 24,558.27; John Deere Financial – Supplies 427.50; Joy's Uniforms N More – Supplies 33.00; K & S Tool Service – Supplies 99.99; Ronald & Debra Kallenbach – SID178 250.00; Kelly Supply Company – Supplies 475.45; Kendig Keast Collaborative – Service 4,698.22; Michael Kratochvil – Expenses 26.53; Michael & Sandra Kratochvil – SID178 1,000.00; La Quinta Inn & Suites Kearney – Lodging 625.70; Lakeview Public Schools – Supplies 50.00; Lakeview Small Engine, Inc. – Supplies 283.83; Michael & Patricia Landkamer – SID178 250.00; Language Line Services, Inc. – Service

98.64; LaRue Distributing, Inc. – Supplies 172.39; Lawson Products, Inc. – Supplies 119.85; Lerner Publishing Group – Supplies 426.80; Pete Lien & Sons, Inc. – Chemicals 20,725.19; Lincoln Journal Star – Service 44.28; Lincoln Winwater Works – Supplies 1,149.64; Logan Contractors Supply, Inc. – Supplies 264.70; Angelica Lopez – Expenses 30.00; Loup Power District – Utilities 93,636.45; Loup River Public Power District – SID178 200.00; Marley's Electric-CCE – Service 408.79; Amanda & Dustin Masek – SID178 3,030.00; Matheson-Linweld – Supplies 335.88; Mellen & Associates, Inc. – Service 1,315.74; Doris J Mellinger & Cindy J Mellinger – SID178 5,028.00; Menards – Supplies 1,497.08; Metron-Farnier LLC – Supplies 6,152.99; Mid-American Research Chemical – Supplies 1,564.80; Mid-State Engineering & Testing, Inc. – Police and Fire Facilities 2,134.00; Midwest Laboratories, Inc. – Service 472.80; Midwest Right of Way Services, Inc. – 12th Ave Viaduct 1,572.50; Midwest Tape LLC – Supplies 379.90; Mike's Towing – Service 1,440.00; Brandon Miller & Rachel Bohrer – SID178 100.00; Mitchell1 – Supplies 2,352.24; Motorola Solutions, Inc. – Vehicle Equipment 5,336.26; Motorola Solutions, Inc. – K-9 Program 2,668.13; MTM Recognition – Supplies 338.81; Shane Mueller – Service 146.50; Murphy Tractor & Equipment Co., Inc. – Service 4,800.00; MVT Equipment – Supplies 151.99; David & Karla Nansel – SID178 100.00; NASC – Membership 20.00; Nebraska Department of Labor – Service 120.00; Nebraska Department of Environmental Quality – Training 300.00; Nebraska Environmental Products – Supplies 2,723.99; Nebraska Harvestore Systems, Inc. – Supplies 303.24; Nebraska Law Enforcement Training Center – Subscription 156.00; Nebraska Public Health Environmental Laboratory – Service 1,099.00; Nebraska Veterinary Diagnostic Center – Service 50.00; Networkfleet, Inc. – Service 762.75; Patrick Nordstrom – SID178 810.00; Northeast Nebraska Clerk Association – Membership 40.00; Northeast Nebraska Economic Development District – Grants 1,279.95; Northeast Nebraska Solid Waste Coalition – Landfill Disposal 41,380.09; NWEA – Training 700.00; O'Reilly Automotive, Inc. – Supplies 1,482.35; Occupational Health Services – Service 1,065.00; OCLC, Inc. – Service 1,173.45; Officenet – Supplies 1,731.06; Olson's Pest Technicians – Service 287.00; Omaha World Herald – Advertising 6.00; One Call Concepts, Inc. – Service 61.13; One Source – Service 625.70; Overhead Door Company – Service 105.00; Overturf Electric Motors Services, Inc. – Service 68.00; Paragon Consulting Services, Inc. – Service 460.00; The Parts Bin – Supplies 184.99; Peak Software Systems, Inc. – Service 2,627.69; Per Mar Security Services – Service 74.40; Performance Printing, Inc. – Supplies 47.75; Petty Cash – Expenses 102.30; Andrew Pike – Expenses 31.00; PK Safety Supply – Supplies 196.00; Platte County – Contract 2,966.80; Platte County Register of Deeds – Filing Fees 154.00; Platte County School – SID178 8,070.00; Platte County Sheriff – Jorge Robledo Medical Expenses 4,392.92; Playtime LLC – Floatables 4,484.00; Presto-X- Company – Service 145.00; Principle Right of Way Services – SID178 13,200.00; Productivity Plus Account – Supplies 71.11; ProFlow Pumping Solutions – Supplies 2,399.70; Travis Purkerson – Service 480.00; Quality Inn & Suites – Lodging 296.00; James & Rita Rawhouser – SID178 2,240.00; Reardon Lawn & Garden, Inc. – Supplies 1,035.38; Recorded Books LLC – Supplies 889.31; Rosenbauer Minnesota LLC – Supplies 572.95; Rourke

Educational Media – Supplies 390.15; RVW, Inc. – Fiber Optic Network 4,660.00; Sapp Bros Columbus, Inc. – Fuel 12.33; Sapp Bros Petroleum, Inc. – Fuel 16,920.68; Keith Schademann – Expenses 176.05; Schindler Elevator Corporation – Service 557.60; Security Equipment, Inc. – Service 1,596.00; ServiceMaster By Shevlin – Service 2,085.00; Sherwin-Williams Co. – Supplies 374.70; Shevlin Supply – Supplies 677.26; Shred Monster, Inc. – Service 126.45; Sipple, Hansen, Emerson, Schumacher & Klutman – Service 6,582.60; Thomas & Kimberly Smith – SID178 500.00; SouthernCarlson, Inc. – Supplies 78.96; Allen R Speicher – Expenses 31.00; State of Nebraska Department of Revenue – Sales Tax 44,087.09; Stericycle, Inc. – Supplies 874.90; Super Saver – Supplies 127.54; Superior Van & Mobility – Service 55.00; Supplyworks – Supplies 94.40; Pamela S Sybrant – Expenses 60.90; Sysco Lincoln – Supplies 7,633.52; T & L Services – Service 300.00; Telecommunications Systems, Inc. – Service 1,554.00; Tenenz, Inc. – Supplies 23.95; Three Rivers Library System – Training 20.00; Time Warner Cable – Service 379.62; Tire Outlet, Inc. – Service 208.00; Titan Machinery-Omaha – Wheel Loader 9,325.65; TM Cleaning – Service 200.00; Tooley Drug Co. – Supplies 99.00; TotalFunds – Postage 1,000.00; Tractor Supply Credit Plan – Supplies 102.77; Travelers CL Remittance Center – Insurance 9,444.00; Tri County Repairs – Service 140.86; Truck Center Companies – Service 2,125.14; Turfwerks – Supplies 857.68; Typhoon Wash – Service 62.31; U & I Sanitation – Service 91.25; Ultra Graphics – Supplies 186.63; United States Post Office – Postage 2,399.60; UPS Store – Postage 42.00; US Cellular – Service 42.99; USA Blue Book – Supplies 186.75; USDA, APHIS – Service 2,264.70; Van Wall Equipment, Inc. – Supplies 240.85; The Verdin Company – Bell Tower Renovation 83,776.00; Verizon Wireless – Utilities 4,319.66; Vermeer High Plains – Supplies 176.23; Volunteer Fire Department – Expenses 90.64; Wallick's Radiator Service – Service 285.00; Timothy & Christine Warren – SID178 520.00; Waste Connections of Nebraska – Service 194.15; Tara Watchorn – SID178 1,460.00; Watts Electric Company – Traffic Signs and Signals 34,709.02; Arlys Ann Wehrer – SID178 1,560.00; Weldon Parts North Bend – Supplies 121.12; Wellness Council of America – Supplies 22.41; West Point Implement of Columbus – Supplies 22.84; Wise Safety & Environmental – Supplies 947.20; Wize Buys Abbey Carpet – City Hall 2nd Floor Carpet 13,600.00; World Trade Press – Subscription 680.00; Wunderlich's Catering – Meals 531.50; Yourmembership.com, Inc. – Advertising 650.00; Zee Medical Service – Supplies 343.10; Zoll Medical Corporation – Supplies 2,040.00; 4Imprint, Inc. – Supplies 695.36. TOTAL \$3,128,441.02.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda

6. **SPECIAL PRESENTATIONS:**

6.A. **Annual report from Library Board.** Connell noted that the Library Board is required by state statute to submit an annual report to the city council and she reported on the number of users, revenues and expenses as well as the technology and services available to patrons. Bulkley noted that the previous library director has resigned and he commended Connell for accepting the

responsibility of interim library director.

7. PUBLIC HEARINGS:

7.A. Public hearing - Application of Triple S Real Estate, Inc. to rezone property at 4620 23 Street from "ML/C-1" (Limited Industrial District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission continued this public hearing to March 11, 2019, at 7 p.m.) The public hearing was continued to March 18, 2019, at 7 p.m. with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

7.B. Public hearing - Application of McHanson Properties to rezone property at 2308 and 2312 4 Street from "R-2 (b)" (Urban-Family Residential District with an agricultural overlay district) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission continued this public hearing to March 11, 2019, at 7 p.m.) The public hearing was continued to March 18, 2019, at 7 p.m. with a motion by Bahr and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application of Pillen Holdings II, LLC for preliminary plat of Pillen Addition (southeast corner of Lost Creek Parkway and 48 Avenue intersection). (Planning Commission recommends approval.) The preliminary plat of Pillen Addition was approved with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

13.B. Plans, specifications, and estimate of cost in the amount of \$950,000 for Downtown Area Traffic Signal Renovations 2018 project. (Plans and specifications are on file in the Engineering Department.) Bogus explained that this project includes the renovation of downtown signals with ramps and sidewalks to be in compliance with Americans with Disabilities Act regulations. The plans, specifications, and estimate of cost for the Downtown Area Traffic Signal Renovations 2018 Project were approved with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

13.C. Comments from mayor and city council members. There were no

comments from the mayor or council members.

14. RESOLUTIONS:

- 14.A. Resolution No. R19-41 authorizing application for funds for the operation of Columbus Area Transit System Program for Fiscal Years 2019-2021.** Resolution No. R19-41 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE FOR THE OPERATION OF THE COLUMBUS AREA TRANSIT SYSTEM PROGRAM FOR FISCAL YEARS 2019-2021 was adopted with a motion by Schilling and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 14.B. Resolution No. R19-42 awarding contract to Cather & Sons Construction, Inc. in the amount of \$253,018.80 for Asphalt Paving Improvements 2019.** Resolution No. R19-42 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO CATHER AND SONS CONSTRUCTION, INC. IN THE AMOUNT OF \$253,018.80 FOR ASPHALT PAVING IMPROVEMENTS 2019 was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 14.C. Resolution No. R19-43 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$406,199.05 for Concrete Paving Improvements 2019.** Resolution No. R19-43 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC. IN THE AMOUNT OF \$406,199.05 FOR CONCRETE PAVING IMPROVEMENTS 2019 was adopted with a motion by Kresha and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 14.D. Resolution No. R19-44 approving agreement with Kirkham Michael & Associates, Inc. in an amount not to exceed \$185,253.92 for Airport Improvement Program Snow Removal Equipment project.** Resolution No. R19-44 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH KIRKHAM MICHAEL ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED OF \$185,253.92, FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR AIRPORT SNOW REMOVAL EQUIPMENT PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

- 14.E. Resolution No. R19-45 awarding contract with BD Construction, Inc. in the guaranteed maximum amount of \$7,349,831 for Fire Station and \$7,412,770 for Police Station projects.** Resolution No. R19-45 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO BD CONSTRUCTION, INC., IN THE GUARANTEED MAXIMUM AMOUNT OF \$7,349,831 FOR FIRE STATION AND \$7,412,770 FOR POLICE STATION PROJECTS was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 14.F. Resolution No. R19-46 approving bid from Hawkins Construction Company in the amount of \$10,908,062.47 for 12 Avenue viaduct project.** Bogus pointed out the crossings that will be available during construction and Augustine-Schulte expressed concerns with traffic flow during and after construction. Resolution No. R19-46 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE BID FROM HAWKINS CONSTRUCTION COMPANY IN THE AMOUNT OF \$10,908,062.47 FOR FEDERAL AID PROJECT NO. PRZT-TMT-6061(8) – 12 AVENUE VIADUCT PROJECT, A COPY OF SAID BID TABULATION IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 19-06 approving purchase agreement with Woerth Properties, LLC, in the amount of \$28,650 for land located in Block 66, Original City of Columbus (north of abandoned 13 Street between 17 and 18 Avenues).** Ordinance No. 19-06 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH WOERTH PROPERTIES, LLC, WHEREIN THE CITY WILL SELL LAND OWNED LOCATED IN BLOCK 66 OF THE ORIGINAL CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$28,650, A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS was read by number only with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Ordinance No. 19-06 was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

- 15.B. Ordinance No. 19-07 approving purchase agreement with Woerth Properties, LLC, in the amount of \$17,650 for land located in Block 75, Original City of Columbus (south of abandoned 13 Street between 16 and 17 Avenues).** Ordinance No. 19-07 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH WOERTH PROPERTIES, LLC, WHEREIN THE CITY WILL SELL LAND OWNED LOCATED IN BLOCK 75 OF THE ORIGINAL CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$17,650, A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS was read by number only with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Ordinance No. 19-07 was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:**
- 17.A. Ordinance No. 19-03 amending Section 72.04 of Chapter 72 of Title VII of Ordinance No. 05-47 (Columbus City Code) to specify parking restrictions for unregistered vehicles on public streets and parking of vehicles on yards in residential districts.** Ordinance No. 19-03 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 72.04 OF CHAPTER 72 OF TITLE VII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) REGARDING THE PARKING OF UNREGISTERED VEHICLES ON PUBLIC STREETS AND THE PARKING OF VEHICLES ON YARDS IN RESIDENTIAL DISTRICTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 18.A. ARL Credit Services.** ARL Credit Services - Service \$1,479.57. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services, Inc. and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted

"Nay". Roth was absent. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 7:37 p.m. with a motion by Schilling and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

Presented and approved this 4 day of March, 2019.

MAYOR

ATTEST:

CITY CLERK

City of Columbus

Quote Sheet for Purchases

Department: Administration

Charge to Account Number: _____

Department Head Approval: _____

Finance Director Review: *Heather Lindblue*
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *Tara Vasicek*
(For Purchases of \$5,000 to \$40,000)

... Purchases between \$10,000 and \$40,000 need Council approval, also.

Date: 2/28/2019 Time: 5:00 PM

Vendor Name: Capital City Concepts, LLC

Vendor Employee Name: Paul Essman

Telephone: 402-475-4994

Quote For: Wage & Benefit Study of Non-Unionized Employees

Quote Includes:	Item Totals:
Complete Study	\$19,000.00
Total:	\$19,000.00

Quote Excludes:

Delivery Date: _____ Shipped By: _____

Shipped F.O.B. (Freight Paid): Yes _____ No _____

Tax Excluded

City Employee Obtained Quote: Tara Vasicek, Administrator

February 6, 2019

Tara Vasicek
City Administrator
City of Columbus
2424 14th Street
P.O. Box 1677
Columbus, NE 68601

Dear Tara,

Per your request, I have enclosed a proposal for a Comparability Study. This study should provide information necessary for establishing comparability parameters for the non-union employees of the City of Columbus. We are available to complete this project prior to June 1st, 2019.

We will approach the comparability study in this way:

Data collection with each array member, gathering wage data and obtaining specific job match information, while making detailed comparisons of benefit packages at the various locations (as well as future cost projection). The comparability study would be conducted under Nebraska Commission of Industrial Relations rules and use current commission methods for the calculations of comparable wage and benefit information. We will prepare a non-MSA array for your nonunion employees. Special attention must be given to the requirements of Section 48-818 of the Nebraska statutes. The Statute, in pertinent part, is as follows:

...the Commission of Industrial Relations shall establish rates of pay and conditions of employment which are comparable to the prevalent wage rates paid and conditions of employment maintained for the same or similar work of workers exhibiting like or similar skills under same or similar working conditions...

The key step employed in a comparability wage survey is to assure that the work being performed (for each position surveyed) within the City was same or similar to the work being performed at the surveyed locations.

Also as managing partner of Nebraska Personnel Consultants LLC, we have identified other competent experts in the related fields of ADA compliance, DROP programs, VEBA requirements, retirement and pension plans. These experts can provide both guidance and testimony to meet the client's needs. Specializing in Public Sector Comparability analysis and expert witness testimony. Our clients include the public employers and public employees of Municipalities, Counties, Natural Resource Districts, Public power districts, Public Airports, Universities, colleges and branches of State government.

As a recognized expert before both the Nebraska Commission of Industrial Relations and District Court. I have been involved in almost every important labor decision in Nebraska, from the Commission to the Supreme Court. One of the top providers of comprehensive data collection and analysis, in relation to Nebraska Public Sector labor statutes. Wage surveys, performance appraisals, job classification, wage administration and staffing. Providing accurate survey results for the Commission of Industrial Relations.

Enclosed is our RFP response and other information, we also provided a scope of services and costs.

Thank you for the opportunity to provide our services to the City of Columbus,

Sincerely,



Paul W. Essman

SCOPE OF SERVICES AND ASSOCIATED COSTS

A. OBJECTIVE

To establish pay lines for selected employee classifications in the City of Columbus. Pay lines that are comparable to the prevalent wage rates within a selected labor market. This study also will meet the requirements of Nebraska Statute 48-818. Of course, current Commission of Industrial Relations standards would be used to exhibit benefit information.

B. PROCESS

1. A management review of current job descriptions to ensure that the descriptions reflect work being performed.
2. Select survey sources. Survey sources will be selected by consultant, with consultation from City.
3. Design survey package. Consultant will design survey instrument to fit City of Columbus information needs.
4. Establish data collection schedule. With some initial contact provided by City of Columbus, Consultant will contact array members.
5. Collect data and informational material from each input.
6. Analyze data. Using established Commission criteria.
7. Compute findings.
8. Issue report.

C. PROJECT COST

1. Wage / Benefit Study \$ 19,000.00 *
2. Payment in full after report issued.

* Expenses included

D. PROJECT TIME LINE

This part of the project is dependent upon job description update. The wage study can be completed approximately 80 days after Step B (1) is finished. The first draft of the report should be complete May 15th, 2019.

E. PROJECT CONSULTANT

Paul W. Essman

Capital City Concepts L.L.C.

528 South 13th, Suite 1

Lincoln, NE 68508

(402) 475-4994 WEB <http://www.paulessmanresearch.com/>

Email: npc@paulessmanresearch.com

PAUL ESSMAN

Capital City Concepts L.L.C. Co-owner (1996 to Present)

Specializing in Public Sector labor relations, wage surveys, performance appraisals, job classification, wage administration and staffing. Develop and conduct compensation data collection and analyses for various Public Employers and Employee Associations. Provide expert testimony for the Commission of Industrial Relations.

Professional Skills

Recognized expert regarding wages and benefits at the Commission of Industrial Relations.

Represented both Labor and Management at the CIR and conducted wage studies and benefits for both.

Negotiation analysis and preparation.

Extensive experience in market-based wage and benefit studies and the implementation of recommended change.

Extensive experience developing and implementing various pay plans and methods of wage administration incorporating evaluation and performance measurements.

Development of entire organizational classification and compensation systems (HR systems).

Experience in the use of Job Task Analysis for both wage analysis and position description development.

Conference and Seminar presentations on Commission of Industrial Relations

EDUCATION

Bachelor of Arts

Westmar University, 1978

Master of Science in Administration

Central Michigan University, 1993

REFERENCES

Nebraska Public Power District Chuck Putnam, Compensation Manager	402-564-8561
City of Holdrege, Nebraska Robert Rager, City Administrator	308-995-8681
City of Omaha, Nebraska Bernard J, in den Bosch Deputy City Attorney	402-444-5022
Sarpy County, Nebraska Scott Bovick, Deputy County Administrator	402-593-1568
PERENNIAL Public Power District James Pankoke, General Manager	402-362-3355
City of Fremont, Nebraska Brian Newton, City Administrator	402-727-2630

GENERAL REFERENCES

McGrath North, Omaha Steve Bogue	402-341-3070
Woods Aitken LLP Lincoln Jerry Pigsley	402-437-8500
Remboldt Ludtke LLP Mark Fahleson	402-643-4770

The bolded references in the reference section are entities which have had recent compensation studies done by Capital City Concepts LLC.

I have conducted classification and/or comparability studies for the following entities in Nebraska:

<u>CITIES</u>	<u>COUNTIES</u>	<u>OTHER</u>
Chadron	Adams ¹	State Patrol
Columbus ^{1,2}	Dodge ¹	State Law Enforcement
Crete	Gage ^{1,2}	Bargaining Council ^{1,2}
Fairbury ²	Hall ^{1,2}	Concordia College ¹
Falls City ¹	Lincoln ¹	Perennial Public Power ^{1,2}
Columbus ^{1,2}	Nemaha ^{1,2}	North Central Rural Public Power ^{1,2}
Hastings	Otoe ^{1,2}	Seward County Rural Public Power District
Holdrege	Platte ¹	Nebraska Public Power District ^{1,2}
Lincoln ²	Sarpy ²	Hamilton Telephone Company ¹
Nebraska City ^{1,2}	Saunders ¹	Lower Platte South Natural Resources District ¹
Papillion	Scotts Bluff ¹	Custer Public Power District
Seward	Seward ¹	I.B.E.W. Locals #763#1483#1536
Sidney	Saline	Omaha Teamster Local #554 ^{1,2}
Superior	Cass	Omaha and Lincoln A.F.S.C.M.E. Locals ^{1,2}
Fremont	York	S.C.C. Teachers Association
David City	Douglas	S.E.I.U. Local #226
Gretna	Washington	Lower Platte North Natural Resources District ¹
Gothenburg	Howard	Lower Elkhorn Natural Resources District
Grand Island ^{1,2}		Lincoln City Employees Association
Broken Bow		Loup Valley Public Power District
Omaha ^{1,2}		Northeast Nebraska Public Power District
North Platte ¹		I.U.O.E. Local #571
Scottsbluff ^{1,2}		Southwest Nebraska Public Power District
York		Loup Power District ^{1,2}
Bellevue		F.O.P.#32#45B ^{1,2}
Alliance		Polk County Rural Public Power District
Wahoo		Central Community College
		Nebraska Association of Public Employees
		Public Association of Government Employees City of Lincoln
		Nebraska State College System ^{1,2}

¹Job description creation was a part of these projects.

²Included Commission of Industrial Relations preparation and/or testimony.

WHY CONDUCT WAGE AND BENEFIT STUDIES

- A. By statute 48-818 all Public Employers are due comparable wages and benefits.
- B. Making informed decisions is your responsibility, ignorance as in most cases is not a defense.
- C. Employers always believe they have better wages and/or benefits, Employees always believe they have poor wages and benefits. The result Impasse.

WHEN SHOULD SURVEYS BE CONDUCTED?

- A. Prior to Budget preparation.
- B. Post fiscal year.
- C. Prior to Union certification.
- D. Prior to negotiations and/or impasse.

HOW CERTIFIED COMPARABILITY STUDIES ARE CONDUCTED

- A. Position descriptions are created and/or reviewed.
- B. Selecting an "appropriate" array, onsite review suggested only in preparation for litigation.
- C. Job matching.
- D. Analysis of wage rates for Comparability.
- E. Analysis of benefit polices for Comparability.

DRAFT

RESOLUTION NO. R19-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH BASEBALL LEAGUE FOR USE OF CENTENNIAL PARK BASEBALL FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Centennial Park baseball fields and to require that various maintenance duties of the Centennial Park baseball facilities be performed by the Columbus Youth Baseball League.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Youth Baseball League, of Columbus, Nebraska, hereinafter referred to as "CYBL" and hereby jointly and mutually agree as follows:

WHEREAS, the Columbus Youth Baseball League has proposed to provide recreational baseball at Centennial Park and has requested the City allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CYBL providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
 - A) To provide the Centennial Park baseball facilities non-exclusively to CYBL commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment except for infield sprinklers.
 - D) To maintain the parking lot.
 - E) To haul garbage twice a week during the course of the baseball season, if needed.
 - F) To grade the baseball fields once during the baseball season.
 - G) To maintain the field lights as needed.
 - H) To paint the foul lines as needed, when possible.
 - I) To pay 65% of the electric bills and all water and sewer bills at the Centennial Park baseball facilities.
 - J) To clean and supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - K) To put up and take down sun shades over the dugout. CYBL to provide and maintain the sun shades during the season. Cage net and sun shades provided by CYBL.

- L) To solicit input from CYBL for projects funded by the City during the planning and construction phases of any major field/concession stand renovation projects or additions.
 - M) Provide support for those projects being done by CYBL. All projects must be approved and scheduled with the City prior to construction start.
 - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - O) Pay for all background checks for city teams and organizations.
 - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CYBL's purpose.
 - Q) All other background checks will be kept confidential.
2. CYBL, in consideration of the City performing the acts and providing the facilities as set forth in Paragraph No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
 - B) Pay the City for weekend garbage pickup when requested by the CYBL in accordance with the current fee structure.
 - C) To drag, chalk, and otherwise mark the baseball fields.
 - D) To supply all supplies for the maintaining of the baseball fields.
 - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays, if used.
 - F) To prepare the fields after rainouts, and it is the CYBL's responsibility to determine if the fields are playable.
 - G) To supply light bulbs for the concession stands and storage area at the Centennial Park baseball facilities.
 - H) CYBL to pay 35% of the actual electricity used per season.
 - I) To maintain the scoreboard and infield sprinklers. CYBL initiates repair and covers expenses.
 - J) **To police the area for trash each game day. "Area" includes under bleachers, concession stand, around the fields, parking area, and deposit in trash barrels.**

- K) To keep the interior of the concession stand and storage area clean at all times.
- L) That any improvements or changes to said facilities have proper approval either by the Public Property Director/Park Superintendent or Park Board.
- M) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements, planned, expenses to include cost of field preparation (i.e. labor, marble dust, vehicle & etc.), number of participants, games played and club teams if any that also utilize said facilities and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- N) Provide the Park Board projects you are asking the City to provide funding for the next FY along with the financial report.
- O) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- P) To provide the City of Columbus Certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the City. By the execution of this contract CYBL agrees to indemnify and hold the City harmless on any liability which the City might incur as a result of CYBL's or its members use of the facilities.
- Q) If the provisions of M, N, O, and P that are listed above are not met, said organization does not have the City of Columbus' permission to use said facilities.
- R) The CYBL agrees all profits, after expenses, derived from the usage of Centennial Park, be utilized on improvements to Centennial Park.
- S) The CYBL shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- T) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- U) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a

background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 20 DAY OF NOVEMBER, 2018.



PRESIDENT OF CYBL

MAYOR
CITY OF COLUMBUS

STACY STEFFEN

PRINTED NAME

SSTEFFEN@FLYCON.COM

EMAIL ADDRESS

DRAFT

RESOLUTION NO. R19-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REPEALING RESOLUTION NO. R19-36 AND APPROVING THE UPDATED ACQUISITION CONTRACT WITH GATES FARMS, INC. IN THE TOTAL AMOUNT OF \$5,697 IN CONJUNCTION WITH THE 3 AVENUE FROM 8 STREET TO SOUTH 5 STREET PROJECT – NDOR PROJECT URB-6065(6), 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, NDOR project URB-6065(6) refers to 3 Avenue from 8 Street to South 5 Avenue, and this project is a Surface Transportation Program project which uses federal funds and is administered through the NDOR (it is a full federal oversight project); and

WHEREAS, to be completed this project requires the City to acquired specific land, easements, and/or right of ways; and

WHEREAS, on February 19, 2019, the City Council adopted, and the Mayor signed, Resolution No. R19-36 which approved an Acquisition Contract with Gates Farms, Inc. in the total amount of \$5,697 for a Right of Way has been reached in regards to this project; and.

WHEREAS, the wrong legal description was used in the Acquisition Contract and supporting documentation and therefore needs to be corrected; and

WHEREAS, all other terms of the Acquisition Contract are correct; and

WHEREAS, a copy of the updated Acquisition Contract which corrects the legal description is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Resolution No. R19-36 is hereby repealed and the updated Acquisition Contract with Gates Farms, Inc. in the total amount of \$5,697 in conjunction with the 3 Avenue from 8 Street to South 5 Street Project – NDOR Project URB-6065(6), 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 of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 28, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: 3rd Avenue, 8th Street to South 5th Street, Property Acquisition

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the above referenced project:

Gates Farms, Inc: \$5,697

DISCUSSION:

Property acquisitions may include partial takings for right-of-way, permanent easements, and temporary easements for construction of paving and related improvements. Principle Right of Way has been retained by the City to obtain these acquisitions in accordance with the Federal Uniform Act.

This Resolution replaces R19-36 to provide a clarification in the legal description.

FISCAL IMPACT:

Reimbursable costs for acquisitions will be in accordance with the agreement with the Nebraska Department of Transportation.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

RECORDED & ENTERED
BOOK 241 PAGE
Deeds 1369
2019 FEB 22 PM 3: 54

M
COM NS
C CS
N S

Deane Kopels
REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee \$16.00
Will call-Platte County Title & Escrow Co.

NEBRASKA DOCUMENTARY
STAMP TAX
\$ #2
FEB 22 2019

WARRANTY DEED — CORPORATION (page 1)

PROJECT: 3rd Avenue from 8th Street to South 5th Street CN. URB-6065(6) TRACT: 38

KNOW ALL MEN BY THESE PRESENTS:

THAT: Gates Farms Inc.

Organized and existing under and by virtue of the laws of the State of Nebraska hereinafter known as the Grantor, for and in consideration of the sum of **(\$2850) TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS** in hand paid does hereby grant, bargain, sell, convey and confirm unto **CITY OF COLUMBUS, NEBRASKA** herein called the "Grantee", whether one or more, the following described real property situated in Platte County, and State of Nebraska;

A tract of land located in all that part of the NW 1/4 lying north of the centerline of the now abandoned C.B. & Q. Railroad right-of-way in Section 28, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, except for land comprising Gates Second Subdivision to the City of Columbus, Platte County, Nebraska, and a plot of land described in Warranty Deed recorded January 16, 2018 in Book 239 at Page 322, and a plot of land described in Warranty Deed recorded June 2, 1995 in Book 195 at Page 852, and a plot of land as described in Warranty Deed recorded June 1, 1995 in Book 195 at Page 839, and a plot of land described in Warranty Deed recorded September 7, 1976 in Book 162 at Page 97, said tract being described as follows:

Beginning at the intersection of the west line of the NW 1/4 of Section 28, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the centerline of the now abandoned C.B. & Q. Railroad right-of-way; thence northerly, on the west line of said NW 1/4, to the north line of the now abandoned C.B. & Q. Railroad right-of-way; thence southeasterly, on the north line of the now abandoned C.B. & Q. Railroad right-of-way, to a point 78.00 feet east of the west line of said NW 1/4; thence southerly, to a point on the centerline of the now abandoned C.B. & Q. Railroad right-of-way, 78.00 feet east of the west line of said NW 1/4; thence northwesterly, on the centerline of the now abandoned C.B. & Q. Railroad right-of-way, to the point of beginning, containing 4519.09 square feet, more or less.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto the *Grantee* and to its successors and assigns forever.

1369

DRAFT

RESOLUTION NO. R19-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH MARK R. LAMBERT FOR A TEMPORARY AND A PERMANENT SIDEWALK RIGHT-OF-WAY EASEMENT AT 15 STREET AND 26 AVENUE IN THE AMOUNT OF \$1.00 IN CONJUNCTION WITH THE DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS 2018 PROJECT, A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Mark R. Lambert for a temporary and a permanent sidewalk right-of-way easement at 15 Street and 26 Avenue in the amount of One Dollar (\$1.00) in conjunction with the Downtown Area Traffic Signal Renovations 2018 Project, 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 of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 12, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Downtown Area Traffic Signal Renovations Property Acquisition

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the above referenced project:

Mark R. Lambert: \$1.00

DISCUSSION:

Property acquisition includes partial taking for right-of-way for sidewalk for construction of paving and related improvements to meet American's with Disability Act guidelines. Property is located in the northeast corner of 15th Street and 26th Avenue.

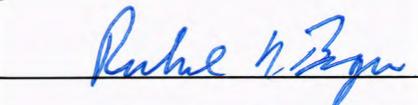
FISCAL IMPACT:

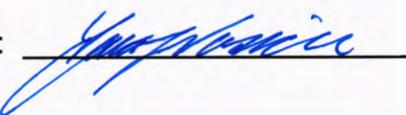
Minor

ALTERNATIVE:

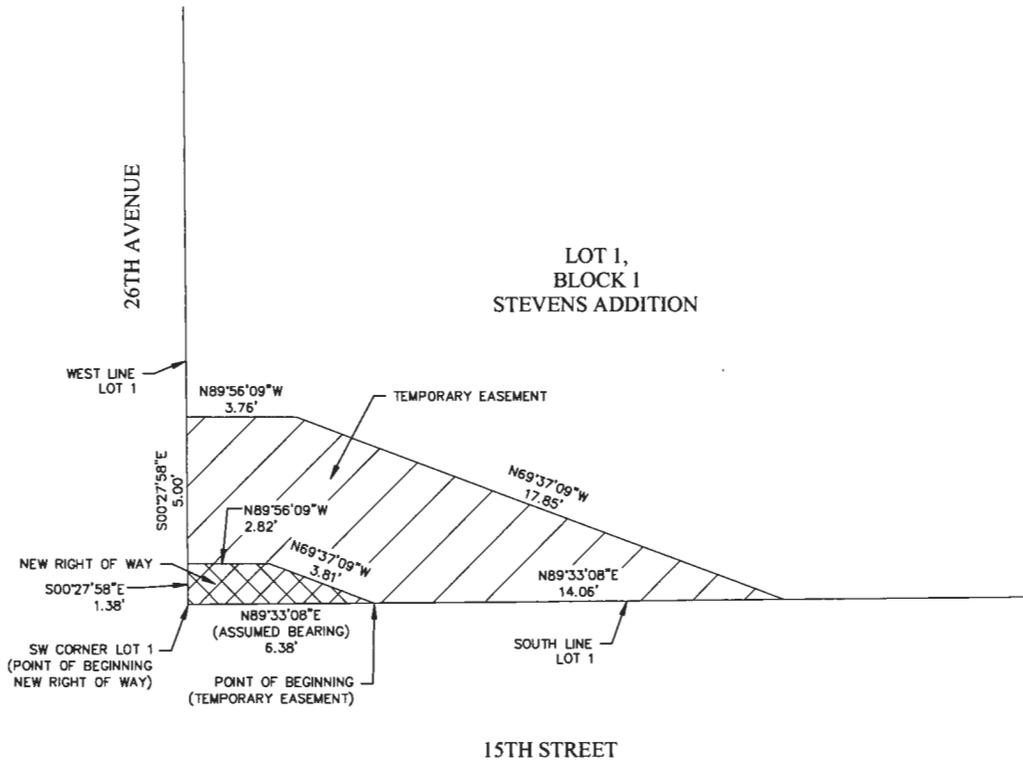
Do not approve.

SIGNATURE:

By:  _____

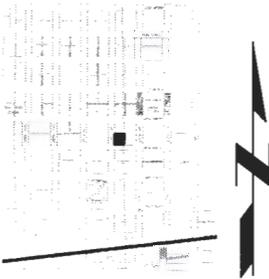
Approved By:  _____

ROW ACQUISITION & EASEMENT CITY OF COLUMBUS



VICINITY SKETCH

CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

DATE 11/15/2018	
SCALE 1"=5'	
DRAWN AWH	
JOB NO. 180540	
FIELD BOOK	
FIELD WORK JG	
SHEET 1 OF 1	
FILE NO.	800.723.8567 Wahoo, NE 402-443-4661 www.jeo.com

LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET; THENCE N69°37'09"W, A DISTANCE OF 3.81 FEET; THENCE N89°56'09"W, A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'08"E ON SAID SOUTH LINE, A DISTANCE OF 14.06 FEET; THENCE N69°37'09"W, A DISTANCE OF 17.85 FEET; THENCE N89°56'09"W, A DISTANCE OF 3.76 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE S89°56'09"E, A DISTANCE OF 2.82 FEET; THENCE S69°37'09"E, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING, CONTAINING 70 SQUARE FEET, MORE OR LESS.

EASEMENTS - PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the dates indicated below, by and between Mark R. Lambert., an individual, located at 32226 190th Avenue, Columbus, Nebraska 68601 (hereinafter referred to as the "Seller"), and The City of Columbus, a Municipal Corporation of the State of Nebraska, 2424 14th Street, Columbus, Nebraska 68602 (hereinafter referred to as "Buyer").

1. **SALE.** Seller shall convey to Buyer, and Buyer shall purchase from Seller the following:

A Temporary Right of Entry and Construction Easement, and
A Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement.

Said Easements shall be across a piece of land, situated, lying and being in Platte County, Nebraska owned in fee simple by Seller (located at 1551 26th Avenue, Columbus). Said easements areas shall be more particularly defined as follows:

A. TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT:

A PARCEL OF LAND LOCATED IN LOT1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'08"E ON SAID SOUTH LINE, A DISTANCE OF 14.06 FEET; THENCE N69°37'09"W, A DISTANCE OF 17.85 FEET; THENCE N89°56'09"W, A DISTANCE OF 3.76 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE S89°56'09"E, A DISTANCE OF 2.82 FEET; THENCE S69°37'09"E, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING, CONTAINING 70 SQUARE FEET, MORE OR LESS

B. PERMANENT AND PERPETUAL SIDEWALK AND RIGHT OF WAY EASEMENT:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET;

THENCE N69°37'09"W, A DISTANCE OF 3.81 FEET;
THENCE N89°56'09"W, A DISTANCE OF 2.82 FEET TO THE
WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID
WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF
BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR
LESS.

Said Easements are further shown on the attached map included as "Exhibit A".

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of ONE DOLLAR (\$1.00) to the Seller. Buyer agrees in consideration granting of the Easements to pay such this sum in the following manner:

A. ONE DOLLAR (\$1.00) on the date of closing.

3. **CLOSING.** The closing of this transaction will take place on or before March 15th, 2019.

4. **PURPOSE OF EASEMENTS.** The purposes of both easements are to provide the Buyer, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of constructing, inspecting, maintaining, operating, or repairing a right of way and sidewalk, and the removing of vegetation and hazards, over, across, in and through the easement, all at the will of the Buyer. The Buyer, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in these sidewalk easements. Seller agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Seller, its successor or assigns, without the express written consent of the Buyer, its successor or assigns, which may be granted or allowed in Buyer's sole discretion

5. **DAMAGES AND REPAIRS TO PROPERTY.** Buyer shall take reasonable steps to restore the real property in the temporary easement area, which is damaged as a result of the Buyer's activities, to as nearly as possible the condition it was in prior to the installation of said sidewalk.

6. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

Buyer at: 2424 14th Street, Columbus, Nebraska, 68601

Seller at: 32226 190th Avenue, Columbus, Nebraska 68601

7. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

8. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter,

nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

10. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

IN WITNESS WHEREOF, the Seller has hereunto signed their name this ____ day of ____, 2019:

MARK R. LAMBERT:

CITY OF COLUMBUS:

By: Mark R. Lambert

By: James B. Bulkley, as Mayor of and on behalf of the City of Columbus

APPROVED AS TO FORM:



CITY ATTORNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came JAMES B. BULKLEY, as Mayor of and on behalf of THE CITY OF COLUMBUS, known to me to be the identical person who signed the foregoing Easement - Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of February, 2019.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

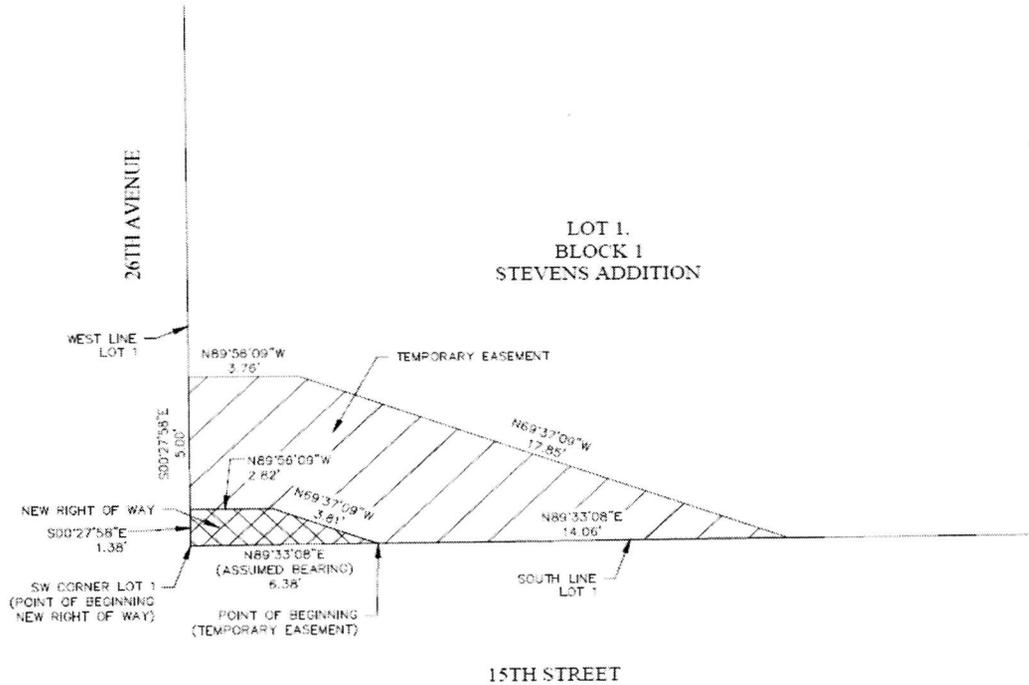
Before me, a Notary Public qualified for said county, personally came MARK R. LAMBERT, known to me to be the identical person who signed the foregoing Easement - Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of February, 2019.

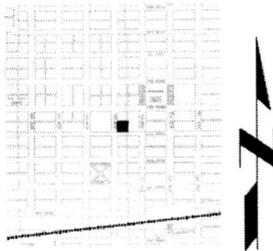
Notary Public

Exhibit A

ROW ACQUISITION & EASEMENT CITY OF COLUMBUS



VICINITY SKETCH CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	11/15/2018
SCALE	1"=5'
DRAWN	AWH
TGS NO	180540
FIELD BOOK	
FIELD WORK	JG
SHEET	1 OF 1
FILE NO.	



LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET; THENCE N89°37'09"W, A DISTANCE OF 3.81 FEET; THENCE N89°56'09"W, A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'08"E ON SAID SOUTH LINE, A DISTANCE OF 14.06 FEET; THENCE N69°37'09"W, A DISTANCE OF 17.85 FEET; THENCE N89°56'09"W, A DISTANCE OF 3.76 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE S89°56'09"E, A DISTANCE OF 2.82 FEET; THENCE S69°37'09"E, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING, CONTAINING 70 SQUARE FEET, MORE OR LESS.

TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT AGREEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mark R. Lambert, an individual (hereinafter referred to as "Grantor"), does hereby grant and convey unto The City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), the temporary right, privilege and easement of right-of-way to enter on to and construct upon the following described real property:

A PARCEL OF LAND LOCATED IN LOT1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'08"E ON SAID SOUTH LINE, A DISTANCE OF 14.06 FEET; THENCE N69°37'09"W, A DISTANCE OF 17.85 FEET; THENCE N89°56'09"W, A DISTANCE OF 3.76 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE S89°56'09"E, A DISTANCE OF 2.82 FEET; THENCE S69°37'09"E, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING, CONTAINING 70 SQUARE FEET, MORE OR LESS.

This easement is further shown on the attached drawing included as "Exhibit A".

The purposes of this easement is to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of constructing or maintaining a sidewalk. Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in this sidewalk easement. Grantor agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Grantor, its successor or assigns, without the express written consent of the Grantee, its successor or assigns, which may be granted or allowed in Grantee's sole discretion.

Grantee agrees to take all take reasonable steps to restore the real property in the temporary easement area, which is damaged as a result of the Grantee's activities, to as nearly as possible the condition it was in prior to the installation of said sidewalk.

Grantor may use and enjoy the land within the easement area, provided such use does not endanger or become a hazard to the Grantee's use of the easement area.

The term of this agreement begins on the date of signature by both parties and ends upon completion of the above stated activity.

The undersigned agree and represent that both the Grantor and the Grantee have read and understand the foregoing and that this instrument contains all the agreements and understandings between the parties as it relates to the easement area. The undersigned represent that of signing of this document both parties services as notice authorizing the entry on the property for the above stated activity.

Duly executed this _____ day of _____, 2019, by MARK R. LAMBERT:

By: _____
Mark R. Lambert

Duly executed this _____ day of _____, 2019, by the CITY OF COLUMBUS:

By: _____
JAMES B. BULKLEY, as Mayor of and
on behalf of THE CITY OF COLUMBUS

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came JAMES B. BULKLEY, as Mayor of and on behalf of THE CITY OF COLUMBUS, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of February, 2019.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

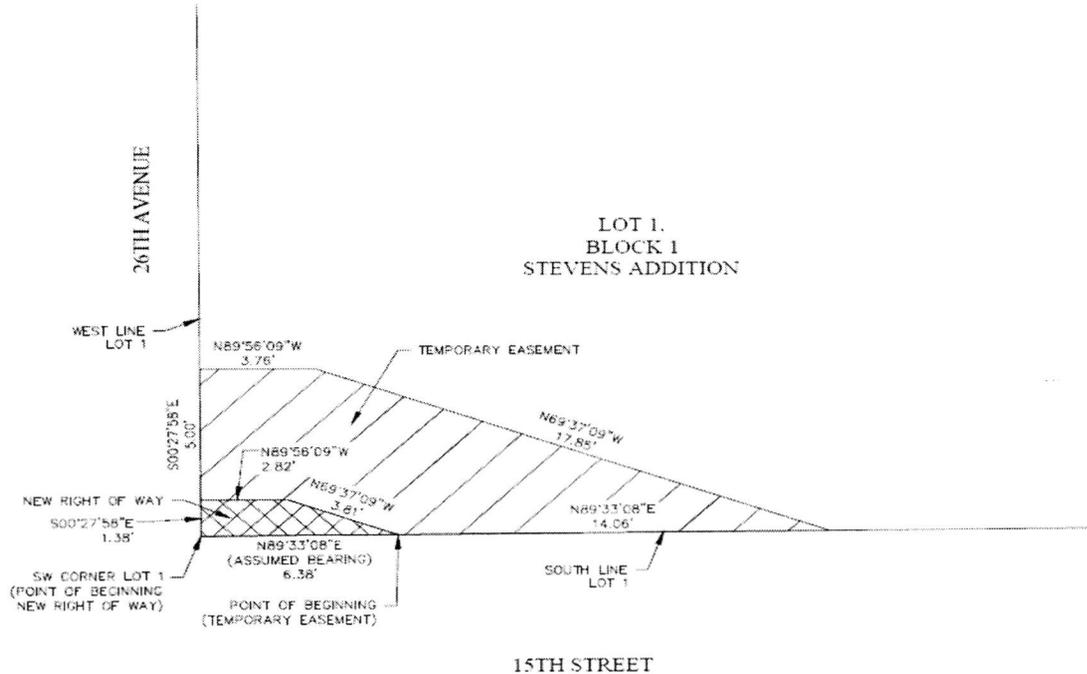
Before me, a Notary Public qualified for said county, personally came MARK R. LAMBERT, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of February, 2019.

Notary Public

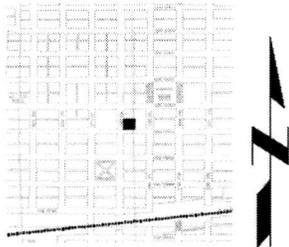
Exhibit A

ROW ACQUISITION & EASEMENT CITY OF COLUMBUS



VICINITY SKETCH

CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE
11/15/2018

SCALE
1"=5'

DRAWN:
A:WH

JOB NO
180540

FIELD BOOK

FIELD WORK
JG

SHEET 1 OF 1

FILE NO

800.725.8567
Wahoo, NE 402-443-4661
www.j&e.com

LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET; THENCE N69°37'09"W, A DISTANCE OF 3.81 FEET; THENCE N89°56'09"W, A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'08"E ON SAID SOUTH LINE, A DISTANCE OF 14.06 FEET; THENCE N69°37'09"W, A DISTANCE OF 17.85 FEET; THENCE N89°56'09"W, A DISTANCE OF 3.76 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE S89°56'09"E, A DISTANCE OF 2.82 FEET; THENCE S69°37'09"E, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING, CONTAINING 70 SQUARE FEET, MORE OR LESS.

Sipple, Hansen, Emerson
Schumacher & Klutman
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2424 14th Street
Columbus, NE 68601

SIDEWALK AND RIGHT OF WAY EASEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mark R. Lambert, an individual (hereinafter referred to as "Grantor"), does hereby grant and convey a Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement unto The City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), as follows:

Grantor hereby grants and conveys to Grantee, its successors, assigns, employees, agents, contractors, invitees and a Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement over and upon the following-described real estate, to-wit:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET; THENCE N69°37'09"W, A DISTANCE OF 3.81 FEET; THENCE N89°56'09"W, A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58"E ON SAID WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR LESS.

This sidewalk easement is further shown on the attached drawing included as "Exhibit A".

The purposes of this sidewalk easement is to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned

described real estate for the purposes of constructing, inspecting, maintaining, operating, or repairing a right of way and sidewalk, and the removing of vegetation and hazards, over, across, in and through the easement, all at the will of the Grantee. Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in this sidewalk easement. Grantor agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Grantor, its successor or assigns, without the express written consent of the Grantee, its successor or assigns, which may be granted or allowed in Grantee's sole discretion.

The term of this sidewalk easement is perpetual and begins on the date of signature by both parties. This sidewalk easement shall run with land described herein and shall be binding upon the heirs, successors and assigns of the Grantor and shall inure to the benefit the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees.

The Grantor and Grantee understand and represent that they have both read and understand the foregoing. The undersigned represents that neither relied upon any promise, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Duly executed this ____ day of _____, 2019, by Mark R. Lambert.

MARK R. LAMBERT.

Duly executed this ____ day of _____, 2019, by The City of Columbus.

JAMES B. BULKLEY, as Mayor of and on
behalf of THE CITY OF COLUMBUS

STATE OF NEBRASKA)
) ss
COUNTY OF PLATTE)

On the ____ day of _____, 2019, before me a notary public, in and for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

Notary Public

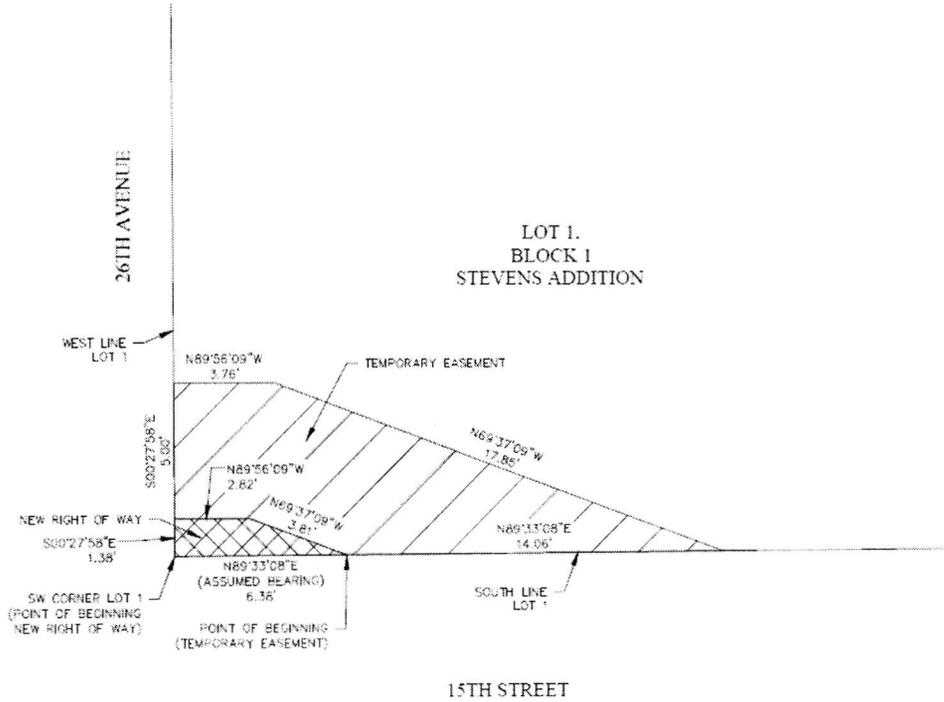
STATE OF NEBRASKA)
) ss
COUNTY OF PLATTE)

On the ____ day of _____, 2019, before me a notary public, in and for said county, personally came Mark R. Lambert, personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

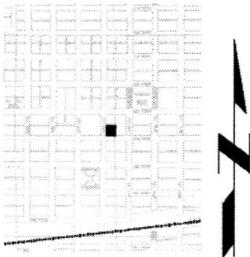
Notary Public

Exhibit A

ROW ACQUISITION & EASEMENT CITY OF COLUMBUS



VICINITY SKETCH
CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1, STEVENS ADDITION TO THE CITY OF COLUMBUS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°33'08\"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 6.38 FEET; THENCE N89°37'09\"W, A DISTANCE OF 3.81 FEET; THENCE N89°56'09\"W, A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°27'58\"E ON SAID WEST LINE, A DISTANCE OF 1.38 FEET TO THE POINT OF BEGINNING, CONTAINING 6 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

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NOTE: ALL BEARINGS ARE ASSUMED.

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DATE	11/15/2018
SCALE	1\"=5'
DRAWN	AWH
TORNO	180540
FIELD BOOK	
FIELD WORK	JG
SHEET	1 OF 1
FILE NO.	

800.723.8567
Wahoo, NE 402-443-4661
www.jeo.com



The City of Columbus

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

DATE: FEBRUARY 26, 2019
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: EMERGENCY REPAIR QUOTE FOR FORCE MAIN REPLACEMENT

RECOMMENDATION: Authorize City Staff to accept emergency low quote, in the amount of \$37,500 from Obrist & Company to install a new force main from Country Club Shores Lift Station. Project length is 625 feet from the north side of the Lost Creek Flood Control Ditch to just south of the Lost Creek Parkway.

DISCUSSION: The Country Club Shores Lift Station Force Main currently has developed a small leak. Staff has attempted to slow the leak. However, due to the depth, location, and condition of the pipe in place, it is in the opinion of City Utility Staff and Public Works Director, this line needs replacement from the north side of the Lost Creek Flood Control Ditch to the south side of the Lost Creek Parkway approximately 625 feet.

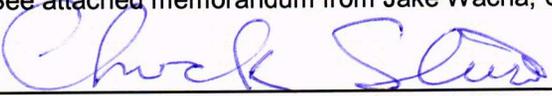
Utility Staff has solicited three quotes. Obrist & Company was low quote for the complete install. Public Works did receive a lower quote but it was for material and bore work only.

Due to the nature of the possible line failure emergency, City Staff requests to proceed with the replacement project immediately.

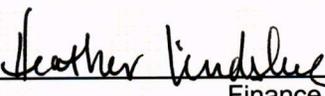
FISCAL IMPACT: \$37,500 from the Sanitary Sewer Operations and Maintenance Budget.

ALTERNATIVES: Risk the possibility of complete failure and higher cost due to need to by-pass pump and long-term Lost Creek Parkway closure.

CONCURRENCE: See attached memorandum from Jake Wacha, Utility Supervisor.

RECOMMENDATION: 

Director of Public Works

APPROVAL: 

Finance Director



City Administrator

Attachments





The City of *Columbus*

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

DATE: FEBRUARY 26, 2019
TO: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
FROM: JAKE WACHA, WATER UTILITY SUPERVISOR
RE: EMERGENCY COUNTRY CLUB SHORES LIFT STATION
FORCE MAIN REPLACEMENT

Attached you will find paper work for the emergency replacement quotes for the Country Club Shores Lift Station Force Main Replacement. Obrist & Company is the low quote in amount of \$37,500.00 for this 6" force main install.

The three attached quotes are for the replacement of 625 feet of force main replacement using the directional bore method. This method needs to be used because of the location and crossing of the Lost Creek Flood Control Ditch and the Lost Creek Parkway.

This replacement is critical due to the small leak and deterioration of current force main pipe in place at this time.

Funds for this replacement will come from the Sewer System Maintenance / Equipment Fund. The low quote replacement cost is \$37,500.00. Due to the location of this force main and critical need that serves the area of Country Club Shores, the Public Works Utility Staff seek to expedite the project.

Jake Wacha
Water Utility Supervisor





P O Box 581
Columbus, NE 68602-0581
402-564-2804
402-562-7950 Fax

1-25-19

Option #1

To bore 650' of 4" HDPE and tie in each side of the bore. For the sum of \$35,500.00.

Option #2

To bore 650' of 6" HDPE and tie in each side of the bore. For the sum of \$37,500.00.

We are not planning on dewatering or needing any rock or concrete work.

City to stake or give us an alignment. Old line to be left in place.

Thanks,

John

RUTJENS CONSTRUCTION INC.

P.O. Box 99
 Tilden NE. 68781
 Phone 402-368-2922

Estimate

Number: **E594**

Date: **January 18, 2019**

Bill To:

CITY OF COLUMBUS
 4528 19TH STREET
 COLUMBUS, NE. 68602-1677

Ship To:

PO Number	Terms	Code

Date	Description	Quantity	Price	Tax 1	Amount
	4" FORCEMAIN REPAIR W/4" PIPE	1.00	35,360.00		35,360.00
	4" FORCEMAIN REPAIR W/6" PIPE	1.00	38,900.00		38,900.00

Sub-Total	
State Tax 0.00% on 0.00	0.00
Total	

Wacha, Jake

From: Tim Huttmann <Tim@thcons.com>
Sent: Monday, January 28, 2019 5:29 AM
To: Wacha, Jake
Cc: Tim Huttmann
Subject: RE: 33 ave and Lost creek parkway force main

Good morning Jake,

Sorry I didn't get this sent out on Friday, I got the numbers back from the second company on the pipe prices early Friday evening. I want to let you know I didn't price the 350' bore. I don't think we'll have enough room between the road and drainage ditch for the pull back.

Materials: Price includes welding pipe.

6" \$6302.19
4" \$4,661.86

Total
31,327.19

COPY

Bore \$35.75 for the 4"
Bore \$38.50 for the 6" *x650' = 25,025*

Vac dump site to be provided by the City.
Sewer connection to the main done by others.

Thanks for the opportunity to bid your project

Tim Huttmann
(402) 504-1400

-----Original Message-----

From: Wacha, Jake <Jake.Wacha@columbusne.us>
Sent: Wednesday, January 23, 2019 9:57 AM
To: Tim Huttmann <Tim@thcons.com>
Subject: RE: 33 ave and Lost creek parkway force main

Hey Tim I was just wondering if you had a chance to get some prices for the force main project?

Jake Wacha
Water Utilities Supervisor
City of Columbus
2424-14th Street
Columbus, NE
402-562-4246

-----Original Message-----



200 ft

DRAFT

RESOLUTION NO. R19-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS MARINERS BASEBALL LEAGUE FOR USE OF BERNE SQUARE BASEBALL FIELD, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Berne Square baseball field and to require that various maintenance duties of the Berne Square baseball facility be performed by the Columbus Mariners Baseball League.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Mariners Baseball League, of Columbus, Nebraska, hereinafter referred to as "CMB" and hereby jointly and mutually agree as follows:

WHEREAS, the Columbus Mariners Baseball League has proposed to provide recreational baseball at Berne Square (old Armory field) and has requested the City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CMB providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
 - A) To provide the Berne Square baseball facility non-exclusively to CMB commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment except for infield sprinklers.
 - D) To maintain the parking lot.
 - E) To haul garbage twice a week during the course of the baseball season, if needed.
 - F) To grade the baseball fields once during the baseball season.
 - G) To maintain the field lights as needed.
 - H) To paint the foul lines as needed, when possible.
 - I) To pay all water and sewer bills at the Berne Square baseball facility.
 - J) To clean and supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - K) To put up and take down sun shades over the dugout. CMB to provide and maintain the sun shades during the season.
 - L) To solicit input from CMB for projects funded by the City during the planning and construction phases of any major field/concession stand renovation projects or additions.

- M) Provide support for those projects being done by CMB. All projects must be approved and scheduled with the City prior to construction start.
 - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - O) Pay for all background checks for city teams and organizations.
 - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CMB's purpose.
 - Q) All other background checks will be kept confidential.
2. CMB, in consideration of the City performing the acts and providing the facility as set forth in Paragraph No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
 - B) Pay the City for weekend garbage pickup when requested by the CMB in accordance with the current fee structure.
 - C) To drag, chalk, and otherwise mark the baseball fields.
 - D) To supply marble dust for the chalking of the baseball field.
 - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays, if used.
 - F) To prepare the fields after rainouts, and it is the CMB's responsibility to determine if the fields are playable.
 - G) To supply light bulbs for the concession stands and press box at the Berne Square baseball facility.
 - H) CMB to pay 100% of the actual electricity used per season.
 - I) To maintain the scoreboard and infield sprinklers. CMB initiates repair and covers expenses.
 - J) **To police the area for trash each game day. "Area" includes under bleachers, concession stand, around the fields, parking area, and deposit in trash barrels.**
 - K) To keep the interior of the concession stand and storage area clean at all times.

- L) To work with the YMCA for their use of the facility for their "T" Ball program.
- M) That any improvements or changes to said facility have proper approval either by the Public Property Director/Park Superintendent or Park Board.
- N) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements, planned, expenses to include cost of field preparation (i.e. labor, marble dust, vehicle & etc.), number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- O) Provide the Park Board projects you are asking the City to provide funding for the next FY along with the financial report.
- P) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- Q) To provide the City of Columbus Certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. **THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE** provided to the City. By the execution of this contract CMB agrees to indemnify and hold the City harmless on any liability which the City might incur as a result of CMB's or its members use of the facility.
- R) If the provisions of N, O, P, and Q that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- S) The CMB agrees all profits, after expenses, derived from the usage of Berne Square, be utilized on improvements to Berne Square.
- T) The CMB shall inspect the facility and report to the city any conditions which appear to create a danger to either participants or spectators.
- U) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- V) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 15th DAY OF January, 2019.



PRESIDENT OF CMB

MAYOR
CITY OF COLUMBUS



PRINTED NAME



EMAIL ADDRESS

DRAFT

RESOLUTION NO. R19-50

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE AMERICAN LEGION HARTMAN POST 84 FOR USE OF PAWNEE PARK BASEBALL FIELD, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Pawnee Park baseball field and to require that various maintenance duties of the Pawnee Park baseball facilities be performed by the American Legion Hartman Post 84.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the American Legion Hartman Post 84, of Columbus, Nebraska, hereinafter referred to as "American Legion" and hereby jointly and mutually agree to the use of Pawnee Park baseball field as follows:

WHEREAS, American Legion Hartman Post 84, has proposed to provide legion baseball at Pawnee Park Baseball field and has requested the City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for American Legion providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
 - A) To provide the use of Pawnee Park baseball facilities non-exclusively to the American Legion commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, (except storage sheds) plumbing, bleachers, and irrigation equipment for the irrigation of the baseball facilities except for infield sprinklers (dirt).
 - D) To maintain the parking lot.
 - E) To haul garbage twice a week during the course of the baseball season, if needed.
 - F) To grade the baseball field once during the baseball season.
 - G) To maintain the field lights as needed.
 - H) To paint the foul lines as needed, when possible.
 - I) To pay 65% of the electric bills and all water and sewer bills.
 - J) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - K) To solicit input from American Legion for projects funded by the City during the planning and construction phases of any major ball field, concession stand and press box renovation projects or additions.

- L) Provide support for those projects being done by the American Legion. All projects must be approved and scheduled with the City prior to construction start.
 - M) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - N) Pay for all background checks for city teams and organizations.
 - O) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to American Legion's purpose.
 - P) All other background checks will be kept confidential.
2. American Legion, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for rental of the concession facilities in accordance with the current fee structure.
 - B) Pay the City for weekend garbage pickup when requested by the American Legion in accordance with the current fee structure.
 - C) To drag and chalk and otherwise mark the baseball field.
 - D) To supply all supplies for maintaining the baseball field.
 - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays during the baseball season if used.
 - F) To keep the interior of the concession stand, press box and storage areas clean at all times.
 - G) It is the responsibility of the American Legion in consultation with the Columbus Baseball Association to determine if the field is playable.
 - H) To supply light bulbs for the concession stand and press box.
 - I) American Legion to pay 35% of the actual electricity used per season.
 - J) **To police the area for trash each game day. "Area" includes around field, bleachers, under bleachers, concessions stand, dugouts, parking, and deposit in trash barrels.**
 - K) To maintain the scoreboard and infield sprinklers that cover the dirt portion of the field. American Legion or CBA initiates repair and covers cost.
 - L) That any improvements or changes to said facility have proper approval either by the Public Property Director /Park Superintendent or Park Board.

- M) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams, if any, that also utilize said facility and any other financial considerations deemed necessary utilizing the form provided by the City. A written financial report shall be provided to the Park Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- N) Provide to the Park Board a listing of projects proposed necessitating City funding in the next FY along with the financial report.
- O) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- P) To provide the City of Columbus a certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000, general aggregate, and minimum coverage for any vehicle used to maintain the field. Amounts of the coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract the American Legion Hartman Post 84 and CBA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of the American Legion Hartman Post 84 and CBA or its members use of the facilities.
- Q) If the provisions of M, N, O and P that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- R) The American Legion and the CBA agrees all profits, after expenses, derived from the usage of Pawnee Park baseball field, be utilized on improvements to Pawnee Park baseball field.
- S) The American Legion Hartman Post 84 or the CBA shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- T) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- U) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS _____ DAY OF _____, _____.

Brad Hansen

PRESIDENT OF AMERICAN LEGION

MAYOR
CITY OF COLUMBUS

Brad Hansen

PRINTED NAME

bradley.d.hansen@gmail.com

EMAIL ADDRESS

DRAFT

RESOLUTION NO. R19-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE WILDERNESS PARK OPERATIONS COMMITTEE FOR USE OF WILDERNESS PARK SOCCER FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement, a copy of which is attached hereto, is hereby deemed to be in the best interest of the citizens and inhabitants of the City of Columbus, same has been reviewed and approved by the Park Board, Mayor and City Council and the same is hereby adopted and ratified and the Mayor is hereby authorized, directed and empowered to execute the same.

The nature of the agreement is to provide for the use of the Wilderness Park soccer fields and to require that various maintenance duties of the Wilderness Park soccer facilities be performed by the Wilderness Park Operations Committee.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" Wilderness Park Operations Committee" representing the American Youth Soccer Organization (AYSO), and Columbus Soccer Club (CSC) of Columbus, Nebraska, hereinafter referred to as "WPOC" and hereby jointly and mutually agree as follows:

WHEREAS, Wilderness Park Organizational Committee (WPOC) has proposed to provide recreational soccer at Wilderness Park and has requested the City allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for the WPOC providing the acts and performance of various duties as set forth in Section No. 2 below at Wilderness Park.

1. The City hereby agrees as follows:
 - A) To provide the soccer facilities at Wilderness Park nonexclusively to WPOC commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
 - B) To mow the fields once weekly, weather permitting when and if needed.
 - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the soccer fields.
 - D) To maintain the parking lot.
 - E) To dispose of garbage during the course of the soccer season, as needed during regular working hours.
 - F) To pay 65% of the electric bills and all water and sewer bills at the Wilderness Park Soccer facility.
 - G) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
 - H) To solicit input from WPOC for projects funded by the City during the planning and construction phases of any major field and concession renovation projects or additions.
 - I) Provide support for those projects being done by WPOC. All projects must be approved and scheduled with the City prior to construction start.

- J) To provide forms for all coaches, referees, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
 - K) Pay for all background checks for city teams and organizations.
 - L) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to WPOC's purpose.
 - M) All other background checks will be kept confidential.
2. WPOC, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with current fee structure.
 - B) Pay the City for weekend garbage pickup when requested by WPOC in accordance with current fee structure.
 - C) To make sure the soccer facility is open or a key given to the activities director that use the facility for high school soccer.
 - D) To mark the fields and to provide supplies and equipment for field marking.
 - E) To properly clean the restrooms and toilet facilities at the facility during the soccer season, if games are scheduled on weekends and holidays.
 - F) To prepare the fields for play, and it is the WPOC's responsibility to determine if the fields are playable.
 - G) To turn "on & off" the "caution" traffic light on 18th Avenue whenever there is an organized activity at Wilderness Park. (Light switch on outside, south side, of pump house.)
 - H) WPOC to pay 35% of the actual electricity used per season. (Not irrigation)
 - I) To ensure no parking in the concession area except for the purpose of loading and unloading supplies.
 - J) **To police the area for trash each game day. "Area" includes around fields, under bleachers, concession stand, parking, and to deposit in trash containers.**
 - K) To supply light bulbs for the restrooms/concession stand and storage area.
 - L) That any improvements or changes to said facility have proper approval either by the Public Property Director/Park Superintendent or Park Board.

- M) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements, completed, improvements planned, expenses to include cost for field preparation (i.e. labor, paint, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- N) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- O) Provide to the Park Board a listing of projects proposed necessitating City funding in the next FY along with the financial report.
- P) To provide the City of Columbus with a Certificate of Liability Insurance by March 1st of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract WPOC agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of WPOC's or its members use of the facilities.
- Q) If the provisions of M, N, O, and P that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- R) WOPC agrees all profits, after expenses, derived from the usage of Wilderness Park, be utilized on improvements to Wilderness Park.
- S) The WPOC shall inspect the facility and report to the city any conditions which appear to create a danger to either participants or spectators.
- T) Have all coaches, referees, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- U) Inform all out of town teams using city facilities, that all Columbus coaches, referees, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 10th DAY OF February, 2019.

Kate Gassmann Kay Arlt
WILDERNESS PARK OPERATIONS
COMMITTEE

MAYOR OF COLUMBUS

Kate Gassmann / KAY ARLT
PRINTED NAME

0450248RC@gmail.com
EMAIL ADDRESS jarit@neb.rr.com

DRAFT

RESOLUTION NO. R19-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH BMG, LLC FOR A TEMPORARY AND A PERMANENT SIDEWALK RIGHT-OF-WAY EASEMENT AT 15 STREET AND 26 AVENUE IN THE AMOUNT OF \$1.00 IN CONJUNCTION WITH THE DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS 2018 PROJECT, A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with BMG, LLC for a temporary and a permanent sidewalk right-of-way easement at 15 Street and 26 Avenue in the amount of One Dollar (\$1.00) in conjunction with the Downtown Area Traffic Signal Renovations 2018 Project, 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 of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 12, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Downtown Area Traffic Signal Renovations Property Acquisition

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the above referenced project:

BMG, LLC: \$1.00

DISCUSSION:

Property acquisition includes partial taking for right-of-way for sidewalk for construction of paving and related improvements to meet American's with Disability Act guidelines. Property is located in the southeast corner of 15th Street and 26th Avenue.

FISCAL IMPACT:

Minor

ALTERNATIVE:

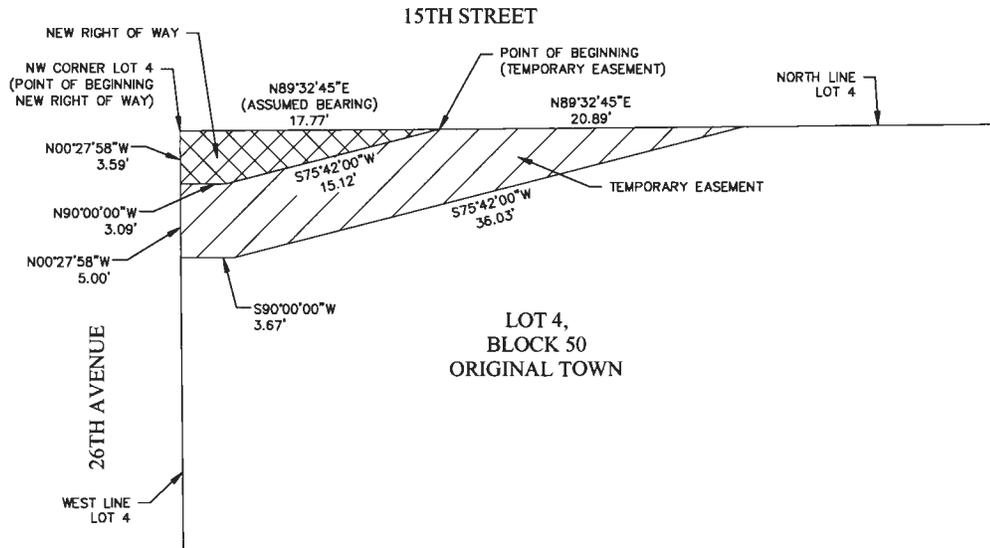
Do not approve.

SIGNATURE:

By: Richard J. Bogus

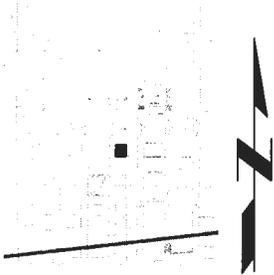
Approved By: Tara Vasicek

ROW ACQUISITION & EASEMENT CITY OF COLUMBUS



VICINITY SKETCH

CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE 11/15/2018	 <p>JEO CONSULTING SERVICES</p> <p>800.723.8567 Wahoo, NE 402-443-4661 www.jeo.com</p>
SCALE 1"=10'	
DRAWN AWH	
JOB NO. 180540	
FIELD BOOK	
FIELD WORK JG	
SHEET 1 OF 1	
FILE NO.	

LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET; THENCE S75°42'00"W, A DISTANCE OF 15.12 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.09 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N00°27'58"W ON SAID WEST LINE, A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING, CONTAINING 37 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID LOT 4, A DISTANCE OF 17.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°32'45"E ON SAID NORTH LINE, A DISTANCE OF 20.89 FEET; THENCE S75°42'00"W, A DISTANCE OF 36.03 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.67 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N00°27'58"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 3.09 FEET; THENCE N75°42'00"E, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING, CONTAINING 144 SQUARE FEET, MORE OR LESS.

Sipple, Hansen, Emerson
Schumacher & Klutman
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2424 14th Street
Columbus, NE 68601

SIDEWALK AND RIGHT OF WAY EASEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BMG LLC (hereinafter referred to as "Grantor"), does hereby grant and convey a Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement unto The City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), as follows:

Grantor hereby grants and conveys to Grantee, its successors, assigns, employees, agents, contractors, invitees and a Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement over and upon the following-described real estate, to-wit:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COURT, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET; THENCE S75°42'00"W, A DISTANCE OF 15.12 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.09 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N00°27'58"W ON SAID WEST LINE, A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING, CONTAINING 37 SQUARE FEET, MORE OR LESS.

This sidewalk easement is further shown on the attached drawing included as "Exhibit A".

The purposes of this sidewalk easement is to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of constructing, inspecting, maintaining, operating, or repairing a right of way and sidewalk, and the removing of vegetation and hazards, over, across, in

and through the easement, all at the will of the Grantee. Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in this sidewalk easement. Grantor agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Grantor, its successor or assigns, without the express written consent of the Grantee, its successor or assigns, which may be granted or allowed in Grantee's sole discretion.

The term of this sidewalk easement is perpetual and begins on the date of signature by both parties. This sidewalk easement shall run with land described herein and shall be binding upon the heirs, successors and assigns of the Grantor and shall inure to the benefit the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees.

The Grantor and Grantee understand and represent that they have both read and understand the foregoing. The undersigned represents that neither relied upon any promise, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Duly executed this 21 day of February, 2019, by BMG LLC.

Kathy Miller
Kathy Miller, as member of and
on behalf BMG LLC.

Sue Gonka
Sue Gonka, as member of and
on behalf BMG LLC.

Lisa Bender, as member of and
on behalf BMG LLC.

Duly executed this _____ day of _____, 2019, by The City of Columbus.

JAMES B. BULKLEY, as Mayor of and on behalf of
THE CITY OF COLUMBUS

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came JAMES B. BULKLEY, as Mayor of and on behalf of THE CITY OF COLUMBUS, known to me to be the identical person who signed the foregoing Sidewalk and Right of Way Easement and acknowledged the execution thereof to be his voluntary act and deed.

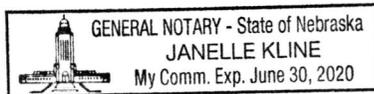
Dated this _____ day of February, 2019.

Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

Before me, a Notary Public qualified for said county, personally came Kathy Miller, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Sidewalk and Right of Way Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 21 day of February, 2019.

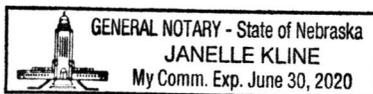


Janelle Kline
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

Before me, a Notary Public qualified for said county, personally came Sue Gonka, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Sidewalk and Right of Way Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 21 day of February, 2019.



Janelle Kline
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came Lisa Bender, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Sidewalk and Right of Way Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of February, 2019.

Notary Public

EASEMENTS - PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the dates indicated below, by and between BMG LLC, located at 3036 37th Avenue, Columbus, Nebraska 68601 (hereinafter referred to as the "Seller"), and The City of Columbus, a Municipal Corporation of the State of Nebraska, 2424 14th Street, Columbus, Nebraska 68602 (hereinafter referred to as "Buyer").

1. **SALE.** Seller shall convey to Buyer, and Buyer shall purchase from Seller the following:

A Temporary Right of Entry and Construction Easement, and
A Non-Exclusive Permanent and Perpetual Sidewalk and Right of Way Easement.

Said Easements shall be across a piece of land, situated, lying and being in Platte County, Nebraska owned in fee simple by Seller (located at 1471 26th Avenue, Columbus). Said easements areas shall be more particularly defined as follows:

A. TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COURT, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°32'45"E ON SAID NORTH LINE, A DISTANCE OF 20.89 FEET; THENCE S75°42'00"W, A DISTANCE OF 36.03 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.67 FEET TO THE WEST LINE OF SAID LOT 4; THENCE 00°27'58"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 3.09 FEET; THENCE N75°42'00"E, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING, CONTAINING 144 SQUARE FEET, MORE OR LESS.

B. PERMANENT AND PERPETUAL SIDEWALK AND RIGHT OF WAY EASEMENT:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COURT, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET; THENCE S75°42'00"W, A DISTANCE OF 15.12 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.09 FEET TO THE

WEST LINE OF SAID LOT 4; THENCE N00°27'58"W ON SAID WEST LINE, A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING, CONTAINING 37 SQUARE FEET, MORE OR LESS.

Said Easements are further shown on the attached map included as "Exhibit A".

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of ONE DOLLAR (\$1.00) to the Seller. Buyer agrees in consideration granting of the Easements to pay such this sum in the following manner:

A. ONE DOLLAR (\$1.00) on the date of closing.

3. **CLOSING.** The closing of this transaction will take place on or before March 15th, 2019.

4. **PURPOSE OF EASEMENTS.** The purposes of both easements are to provide the Buyer, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of constructing, inspecting, maintaining, operating, or repairing a right of way and sidewalk, and the removing of vegetation and hazards, over, across, in and through the easement, all at the will of the Buyer. The Buyer, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in these sidewalk easements. Seller agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Seller, its successor or assigns, without the express written consent of the Buyer, its successor or assigns, which may be granted or allowed in Buyer's sole discretion

5. **DAMAGES AND REPAIRS TO PROPERTY.** Buyer shall take reasonable steps to restore the real property in the temporary easement area, which is damaged as a result of the Buyer's activities, to as nearly as possible the condition it was in prior to the installation of said sidewalk.

6. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

Buyer at: 2424 14th Street, Columbus, Nebraska, 68601

Seller at: 3036 37th Avenue, Columbus, Nebraska 68601

7. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

8. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. **RECITAL AND AUTHORITY TO SIGN ON BEHALF OF SELLER.** : Kathy Miller is a member of BMG LLC. Kathy Miller has the power and authority to sign this Agreement and the accompanying Easements and on behalf Seller.

10. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

11. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

IN WITNESS WHEREOF, the Seller has hereunto signed their name this 27 day of February 2019:

BMG LLC:

CITY OF COLUMBUS:

Kathy Miller
By: Kathy Miller, as member of and on behalf
of BMG LLC

By: James B. Bulkley, as Mayor of and on
behalf of the City of Columbus

Sue Gonka
Sue Gonka, as member of and on behalf
of BMG LLC

Lisa Bender, as member of and on behalf
of BMG LLC

APPROVED AS TO FORM:

AVG
CITY ATTORNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, known to me to be the identical person who signed the foregoing Easements - Purchase Agreement and acknowledged the execution thereof to be her voluntary act and deed.

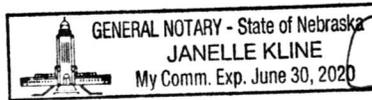
Dated this _____ day of February, 2019.

Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

Before me, a Notary Public qualified for said county, personally came Kathy Miller, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Easements - Purchase Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 27 day of February, 2019.

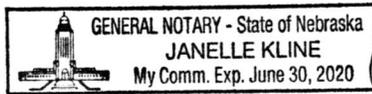


Janelle Kline
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Platte)

Before me, a Notary Public qualified for said county, personally came Sue Gonka, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Easements - Purchase Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 27 day of February, 2019.



Janelle Kline
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came Lisa Bender, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Easements - Purchase Agreement and acknowledged the execution thereof to be her voluntary act and deed.

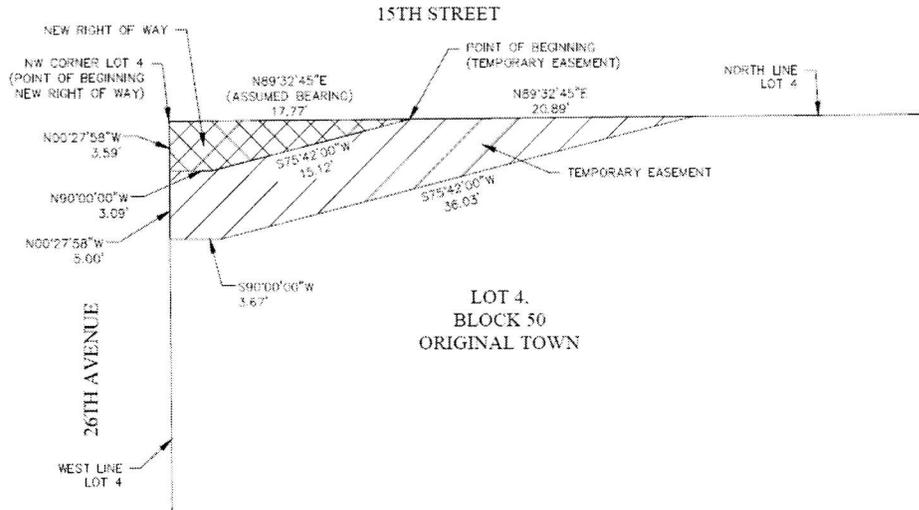
Dated this _____ day of February, 2019.

Notary Public

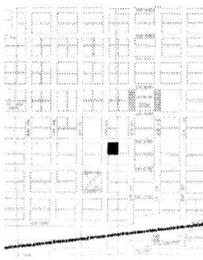
Exhibit A

ROW ACQUISITION & EASEMENT

CITY OF COLUMBUS



VICINITY SKETCH
CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	11/15/2018
SCALE	1"=10'
DRAWN	AWH
JOB NO.	180540
FIELD BOOK	
FIELD WORK	JG
SHEET	1 OF 1
FILE NO.	

800.723.8567
Wahoo, NE 402-443-4661
www.jeo.com

LEGAL DESCRIPTIONS:

NEW RIGHT OF WAY

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET; THENCE S75°42'00"W, A DISTANCE OF 15.12 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.09 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N00°27'58"W ON SAID WEST LINE, A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING, CONTAINING 37 SQUARE FEET, MORE OR LESS.

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TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT AGREEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, BMG LLC, an individual (hereinafter referred to as "Grantor"), does hereby grant and convey unto The City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), the temporary right, privilege and easement of right-of-way to enter on to and construct upon the following described real property:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 50, ORIGINAL TOWN OF COLUMBUS, PLATTE COURT, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE N89°32'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 17.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°32'45"E ON SAID NORTH LINE, A DISTANCE OF 20.89 FEET; THENCE S75°42'00"W, A DISTANCE OF 36.03 FEET; THENCE S90°00'00"W, A DISTANCE OF 3.67 FEET TO THE WEST LINE OF SAID LOT 4; THENCE 00°27'58"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 3.09 FEET; THENCE N75°42'00"E, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING, CONTAINING 144 SQUARE FEET, MORE OR LESS.

This easement is further shown on the attached drawing included as "Exhibit A".

The purposes of this easement is to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of constructing or maintaining a sidewalk. Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in this sidewalk easement. Grantor agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be place in, on, over, or across said sidewalk easement by Grantor, its successor or assigns, without the express written consent of the Grantee, its successor or assigns, which may be granted or allowed in Grantee's sole discretion.

Grantee agrees to take all take reasonable steps to restore the real property in the temporary easement area, which is damaged as a result of the Grantee's activities, to as nearly as possible the condition it was in prior to the installation of said sidewalk.

Grantor may use and enjoy the land within the easement area, provided such use does not endanger or become a hazard to the Grantee's use of the easement area.

The term of this agreement begins on the date of signature by both parties and ends upon completion of the above stated activity.

The undersigned agree and represent that both the Grantor and the Grantee have read and understand the foregoing and that this instrument contains all the agreements and understandings between the parties as it relates to the easement area. The undersigned represent that of signing of this document both parties services as notice authorizing the entry on the property for the above stated activity.

Duly executed this 27 day of February, 2019, by BMG LLC.

Kathy Miller
Kathy Miller, as member of and
on behalf BMG LLC.

Sue Gonka
Sue Gonka, as member of and
on behalf BMG LLC.

Lisa Bender, as member of and
on behalf BMG LLC.

Duly executed this _____ day of _____, 2019, by The City of Columbus.

JAMES B. BULKLEY, as Mayor of and on behalf of
THE CITY OF COLUMBUS

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came JAMES B. BULKLEY, as Mayor of and on behalf of THE CITY OF COLUMBUS, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be his voluntary act and deed.

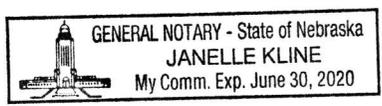
Dated this _____ day of February, 2019.

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

Notary Public

Before me, a Notary Public qualified for said county, personally came Kathy Miller, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 27 day of February, 2019.

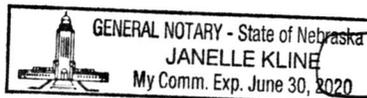


Janelle Kline
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

Before me, a Notary Public qualified for said county, personally came Sue Gonka, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 21 day of February, 2019.



Janelle Kline
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came Lisa Bender, as member of and on behalf BMG LLC, known to me to be the identical person who signed the foregoing Temporary Right of Entry and Construction Easement and acknowledged the execution thereof to be her voluntary act and deed.

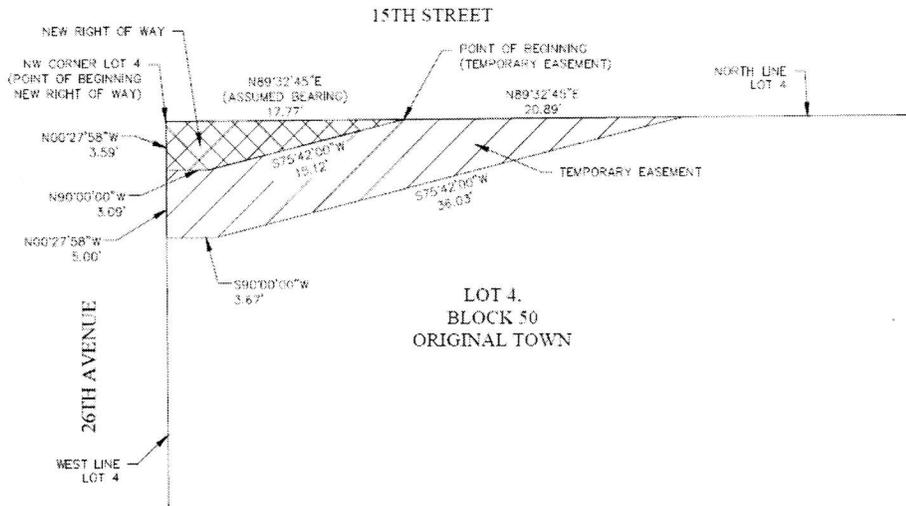
Dated this _____ day of February, 2019.

Notary Public

Exhibit A

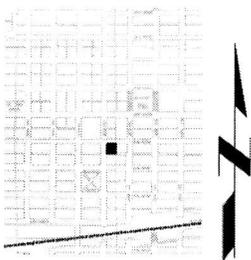
ROW ACQUISITION & EASEMENT

CITY OF COLUMBUS



VICINITY SKETCH

CITY OF COLUMBUS,
PLATTE COUNTY,
NEBRASKA



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
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- R RECORDED DISTANCE

DATE
11/15/2018

SCALE
1"=10'

DRAWN
AWH

JOB NO.
180540

FIELD BOOK

FIELD WORK

JG

SHEET 1 OF 1

FILE NO



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DRAFT

RESOLUTION NO. R19-58

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. Columbus Fire Station \$281,641.54

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. Columbus Fire Station \$281,641.54

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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 6
PERIOD TO: 1/31/2019

DISTRIBUTION
TO:
- OWNER
 ARCHITECT
- CONTRACTOR

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

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock
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	\$	7,464,564.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,464,564.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	1,189,426.38
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	118,942.64
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	118,942.64
6. TOTAL EARNED LESS RETAINAGE	\$	1,070,483.74
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	788,842.20
8. CURRENT PAYMENT DUE	\$	281,641.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	6,394,080.26

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

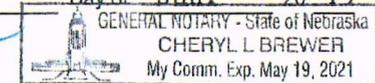
By: Bryan L. Kearney / Treasurer Date: 1.31.19

State of: NE

County of: Platte

Subscribed and Sworn to before me this 31st Day of Jan. 20 19

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: \$ 281,641.54

(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: MSKF ARCHITECTS INC

By: [Signature] Date: 2-25-19
2/26/19

This Certificate is non 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.

DRAFT

RESOLUTION NO. R19-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO BAUER UNDERGROUND, INC. IN THE AMOUNT OF \$292,141.25 FOR FIBER OPTICS NETWORK INFRASTRUCTURE.

WHEREAS, the City of Columbus received bids for Fiber Optics Network Infrastructure on February 15, 2019, with Bauer Underground, Inc. submitting the lowest bid of \$292,141.25, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Bauer Underground, Inc. in the amount of \$292,141.25 for Fiber Optics Network Infrastructure be accepted and the mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF COLUMBUS

BID TABULATION

FIBER OPTICS INFRASTRUCTURE: FEBRUARY 15, 2019 2:00 P.M.

			Contractor: Bauer Underground, Inc. 3700 W Norfolk Ave. Norfolk, NE 68701 Bid Bond	Contractor: MP Nexlevel, LLC 500 County Rd 37 East Maple Lake, MN 55358 Bid Bond X	Contractor: Anderson Underground 4985 Quail Road NE Sauk Rapids, MN 56379 Bid Bond
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Base Bid		\$307,312.25	\$462,426.18	\$490,141.60
	Alternate Bid		-\$15,171.00		
	Base & Alternate Bid		\$292,141.25	\$462,426.18	\$490,141.60
	Calendar Days		75		

			Contractor: Telcom Construction, Inc. 2218 200th Street E Clearwater, MN 55320 Bid Bond	Contractor: Push, Inc. 1100 Lindy Street, PO Box 72 Rice Lake, WI 54868 Bid Bond	Contractor: Michels Power 1775 E. Shady Lane Neenah, WI 54956 Bid Bond
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Base Bid		\$566,933.27	\$601,804.63	\$709,221.57
	Alternate Bid				
	Base & Alternate Bid		\$566,933.27	\$601,804.63	\$709,221.57
	Calendar Days				

The City of **Columbus**

MEMORANDUM

DATE: February 27, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Fiber Optics Network Infrastructure

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Bauer Underground, Inc. of Norfolk in the amount of \$292,141.25. Six bids were received and a Bid Tabulation sheet is attached. RVW's recommendation letter is attached and their estimated construction cost for all new placement was \$500,000.

DISCUSSION:

The Phase 1 project provides a ringed network outside plant fiber optics facility to E911 Communications, Police Department, Fire Department, City Hall, Library, South Water Tower, South Water Plant, Central Maintenance, CAT, and the Parks Department. A general location map is attached. The buried fiber optics system provides communications, data security, and reliability over the wireless system. The duct and fiber would be owned by the City and constructed in 2019. The project is in cooperation with Platte County and Nebraska Public Power District.

Platte County's portion of the project is bid simultaneously and they too have budgeted \$500,000. Thus, the shared City-County expenses will be approved by both governing bodies. The Platte County Board of Supervisors meet on March 6th and If they do not approve an award of contract, the project will not proceed.

FISCAL IMPACT:

Part of 2018-2019 budget CIP #19-9 in the amount of \$500,000. Remaining amount beyond fiber optic construction cost includes 10G electronics, additional in building connections to Community Center and Aquatics Center, and engineering design and observation fees which will bring the total project cost to near the \$500,000 budgeted amount.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



ARCHITECTURE • ENGINEERING • BILLING SERVICES

February 21st, 2019

Subject: OSP Bid Results (NE COL)
City Fiber Optic Network Infrastructure

Enclosed for review please find the bid tabulation sheets for the NE COL letting held February 15th, 2019 at 2:00 PM CST for the above listed OSP construction project.

After checking all pricing and bid packages, we feel all is in order. The bid submitted by Bauer Underground was a competitive bid. The other bidders were substantially higher and did not submit any of the alternate which were available. Comparing Bauer Underground pricing to other projects, and due to the fact Bauer Underground is currently working in the Columbus area, the difference to the other bidders is not a concern.

We, therefore, recommend this bid of \$292,141.25 by Bauer Underground, Inc. of Norfolk, Nebraska be accepted.

Enclosed please find 3 sets of the Form 515 contracts with Bauer Underground, Inc. of Norfolk, Nebraska. These are the original and two counterpart copies.

Please complete the following in all 3 copies to complete the contract. Pages have been marked for convenience.

- **Sign and Date page 18A**
- **Sign and Date page 19**
- **Date page 115**
- **Sign and attest the Construction Agreement on page 145**

When completed, please return each to me and I will forward to Bauer Underground, Inc. for signatures and insertion of Contractors Bond.

Please don't hesitate in contacting me if you have questions or comments on this contract or any portion of this contract.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Toby Goc', is written over a light blue rectangular background.

Toby Goc
RVW, Inc.

Copy:
Brian LeCuyer—RVW, Inc.

City of Columbus
Fiber Network
Bid Tabulation

City of Columbus Fiber Network Project
NE COL

OUTSIDE PLANT CONSTRUCTION
PAGE 1 of 2

15-Feb-19

BID TABULATION	BIDDER		BIDDER		BIDDER		BIDDER		BIDDER			
	Anderson Underground, Inc. 4985 Quail Road NE Sauk Rapids, MN 56379		MP Nexlevel, LLC 500 County Road 37 East Maple Lake, MN 55358		General Excavating 6701 Cornhusker Hwy. Lincoln, NE 68507-3113		Michels Corporation 817 W. Main st P.O. Box 128 Brownsville, Wi. 53006		Bauer Underground, Inc. 3700 W Norfolk Ave Norfolk, NE 68701		Push, Inc. 1100 Lindy St. P.O. Box 72 Rice Lake, WI 54868	
Base Bid	\$	490,141.60	\$	462,426.18		\$	709,221.57	\$	307,312.25	\$	601,804.63	
Alternate 1					N			\$	(15,171.00)			
Alternate 2					O							
Alternate 3												
Alternate 4					B							
Alternate 5					I							
Alternate 6					D							
Alternate 7												
Alternate 8												
Alternate 9												
Alternate 10												
TOTAL	\$	490,141.60	\$	462,426.18	\$	-	\$	709,221.57	\$	292,141.25	\$	601,804.63

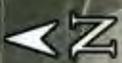
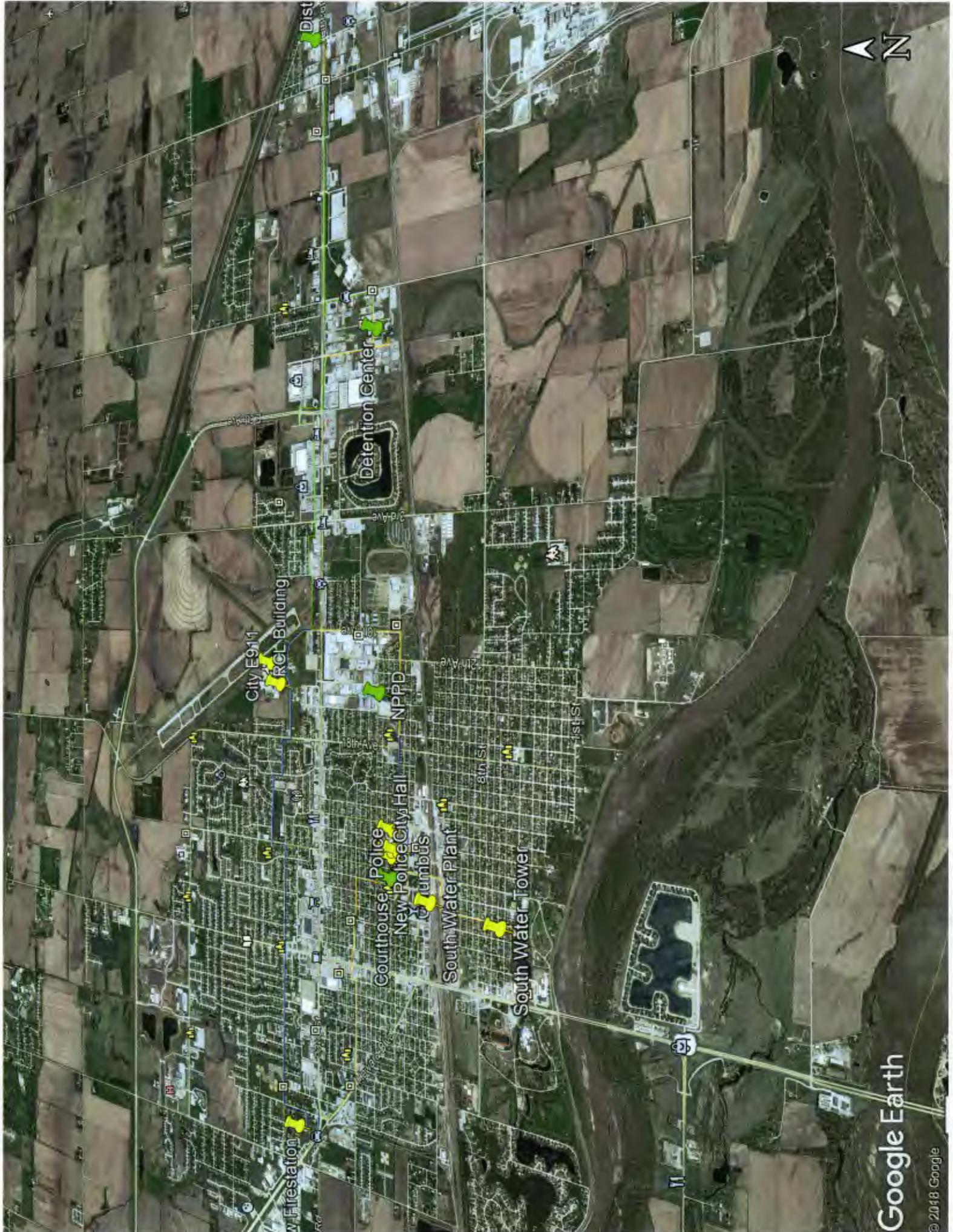
City of Columbus
Fiber Network
Bid Tabulation

City of Columbus Fiber Network Project
NE COL

OUTSIDE PLANT CONSTRUCTION
PAGE 2 OF 2

15-Feb-19

BID TABULATION	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Telcom Construction Inc. 2218 200th St. East PO Box 189 Clearwater, MN 55320	Great Plains Communications 1635 Front St Blair, NE 68008	Commonwealth Electric 472 26th Avenue Columbus, NE 68601	Muth Electric 2256 E. 11th Avenue, Suite A Columbus, NE 68601		
Base Bid	\$ 566,933.27					
Alternate 1		N	N	N		
Alternate 2		O	O	O		
Alternate 3						
Alternate 4		B	B	B		
Alternate 5		I	I	I		
Alternate 6		D	D	D		
Alternate 7						
Alternate 8						
Alternate 9						
Alternate 10						
TOTAL	\$ 566,933.27	\$ -	\$ -	\$ -	\$ -	\$ -



DRAFT

RESOLUTION NO. R19-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GILMORE & ASSOCIATES, INC. IN THE AMOUNT OF \$49,900 FOR STUDY, DESIGN, AND CONSTRUCTION PHASE SERVICES FOR DEER RUN ESTATES SEWER EXTENSION DISTRICT AND WATER EXTENSION DISTRICT, 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.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement with Gilmore & Associates, Inc. in the amount of \$49,900 for study, design, and construction phase services for Deer Run Estates Sewer Extension District and Water Extension District, 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 of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 27, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Deer Run Estates Water and Sewer Extension Districts 2019 Professional Services Agreement

RECOMMENDATION:

I recommend approval and signing of the Professional Services Agreement with Gilmore & Associates, Inc. of Columbus, Nebraska, in the lump sum amount of \$49,900 for Deer Run Estates Water and Sewer Extension Districts. The sewer project consists of a sanitary lift station in which Gilmore & Associates, Inc. is the ongoing model design consultant.

DISCUSSION:

The Scope of Services includes determination of the lift station service area and location, assist in formation of Sewer Extension District (SED) and Water Extension District (WED), extension of 12-inch sanitary sewer, extension of 12-inch water main, estimates of probable cost, preliminary assessments to benefiting properties, preliminary and final design phase services, bid letting services, construction phase services, final assessments, record drawings, and operations and maintenance manuals. Main extensions are in accordance with the Comprehensive Plan.

A majority of the topographic survey was completed by the City Engineering Department and provided to the Consultant. Property acquisition and geotechnical engineering services will be required and are not a part of this agreement.

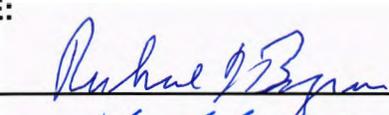
FISCAL IMPACT:

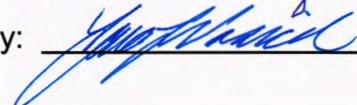
The total cost for the SED and WED will be determined as part of the Consultant Scope of Services. Thus, a Reimbursement Resolution is provided declaring possible intent to issue bonds to reimburse expenditures for payment of all project costs. A portion of the costs are in the 2018-2019 budget CIP 19-222B (SED) in the amount of \$90,000 and CIP 19-247B (WED) in the amount of \$100,000. Benefiting properties within the SED and WED will be assessed. Oversizing of water and sewer mains will be paid by the City in accordance with the City Assessment Policy. Benefiting properties in the Lift Station service area which are not within the Corporate Limits and not connected to the City sewer system, may delay payment of the assessment until the property is developed or annexed.

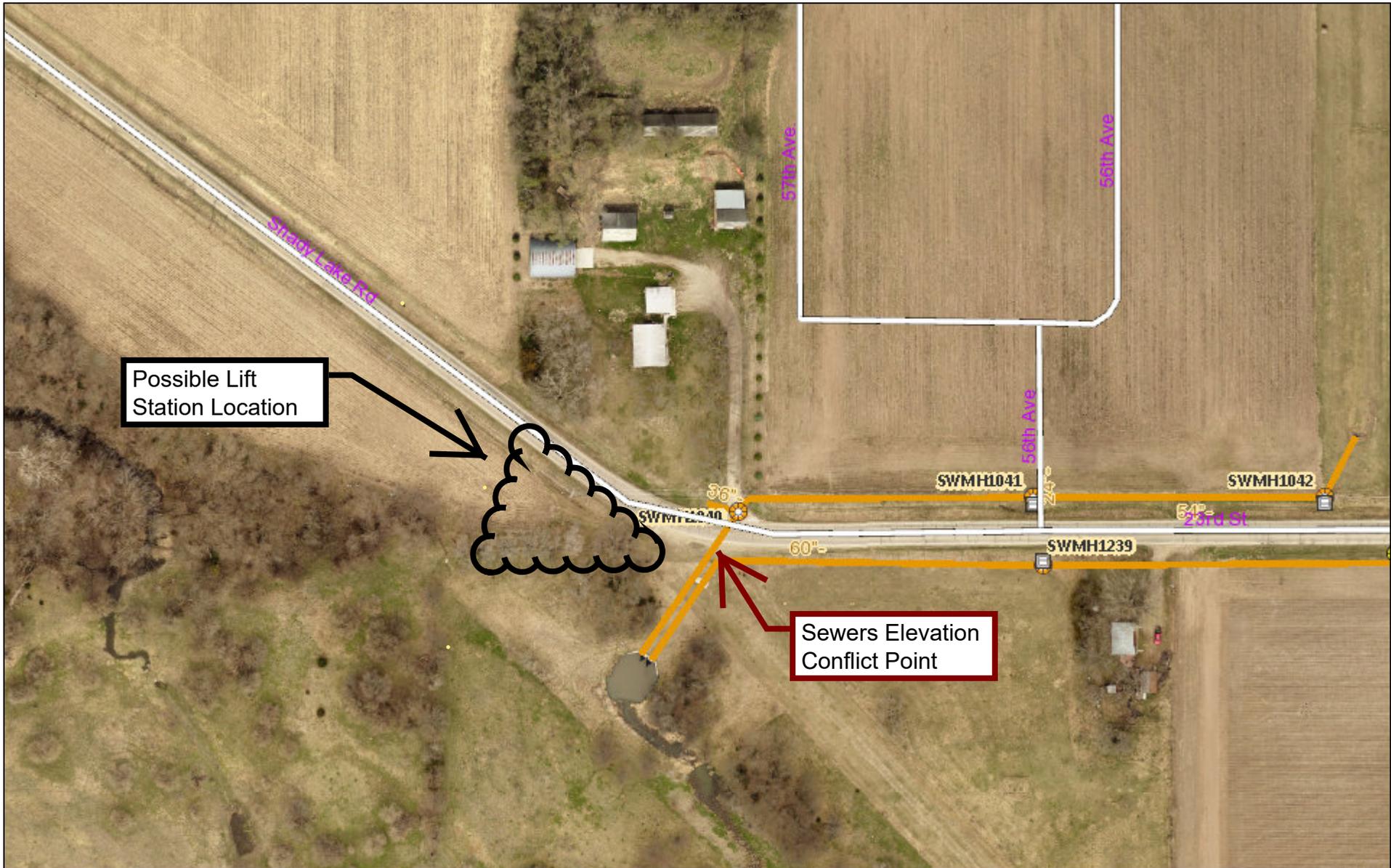
ALTERNATIVE:

Do not approve

SIGNATURE:

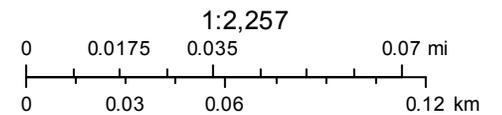
By:  _____

Approved By:  _____



January 12, 2019

- | | | | | | |
|---|------------------|---|------------------------|---|---------------------|
|  | Streets |  | Storm Inlets |  | Storm Fittings |
|  | Road Centerlines |  | Storm Discharge Points |  | Storm System Valves |
| | |  | Storm Manholes | | |



City of Columbus GIS
Esri, Inc., City of Naperville, Illinois

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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American Council of Engineering Companies
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
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(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2019 ("Effective Date") between
City of Columbus, 2424 14th Street, Columbus, Nebraska ("Owner") and
Gilmore & Associates, Inc., 2670 33rd Avenue, Columbus, Nebraska ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Deer Run Estates Water and Sewer Extension Districts - Columbus, Nebraska - 2019
("Project").

Engineer's services under this Agreement are generally identified as follows:

Provide an engineering evaluation and report on extension of sewer and water service to the west end of Deer Run Estates Subdivision in Columbus, Nebraska including preliminary cost estimates, and provide an evaluation and delineation of future sewer service areas that could be served by the extension of sewer service to the west end of Deer Run Estates Subdivision. Provide Engineering design, construction phase, and post-construction phase engineering services for the extension of water and sewer service to the west end of Deer Run Estates Subdivision in Columbus, Nebraska as outlined in Exhibit A of this Agreement. Sewer extension design shall include a new lift station to be constructed in Lot 1 of Deer Run Estates Subdivision. Post-construction phase engineering services include services for assessment maps, calculations, and meetings.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with

the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Included)~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. (Not Included)~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. (Not Included)~~
- ~~I. Exhibit I, Limitations of Liability. (Not Included)~~
- ~~J. Exhibit J, Special Provisions. (Not Included)~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
City of Columbus

ENGINEER:
Gilmore & Associates, Inc.

By: _____

By: David B. Gilmore 

Title: Mayor

Title: President

Date _____

Date _____

Signed: _____

Signed: Feb. 22, 2019

Address for giving notices:

Address for giving notices:

P.O. Box 1677

P.O. Box 565

Columbus, NE 68602-1677

Columbus, NE 68602-0565

APPROVED AS TO FORM


City Attorney

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):

David B. Gilmore

Title: President

Phone Number: 402-564-2807

Facsimile Number: 402-564-2800

E-Mail Address: davidg@gilmore-engineering.com

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Initial:

OWNER _____

ENGINEER *OMJ*

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Evaluation and Schematic Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions which, in Engineer's opinion, are viable and available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Evaluation and Schematic Phase tasks or deliverables:

a. *Review Existing Facilities and Data*

Engineer shall review, and evaluate records pertaining to the water and sewer system. Record drawings of existing facilities, existing maps, previous reports, and other pertinent data will be analyzed.

b. *Field Survey and Investigation*

Engineer shall collect any field data necessary to study, evaluate, and design the water and sewer extensions and lift station. All necessary topographic data will be collected to establish elevations, surface features, encroachments, and obstructions located within the project areas. Surveying of sewer main locations will be limited to that which can be ascertained from above-ground locating methods, such as visual observation and location of manholes by magnetic locators. The field survey shall not be exhaustive nor shall it include any deep excavation to expose and confirm sewer main sizes or locations. The Owner shall be cognizant of the fact that above-ground locating methods cannot always discover the location of all existing manholes and that some of these structures may be located below paved areas which would prohibit access.

c. *Sewer Flow Projections*

Engineer shall provide a projection of sewer flows that will account for population growth and any expected residential, commercial and industrial growth. Average and peak hourly flow will be reviewed with Owner and utilized, and projected to determine design flow conditions for the proposed water and sewer extensions and lift station.

d. *Preliminary Report*

A preliminary report will be delivered to the Owner which will contain schematic layouts, design criteria, alternate solutions, cost estimates, and preliminary recommendations. The report and a summary of findings will be presented to the Owner.

e. *Final Report*

After submission of the preliminary report and appropriate review by Owner and staff, a final report will be drafted and forwarded to Owner. The final report shall amend the preliminary report to provide any changes or additional information required or requested by the Owner in its review and evaluation of the report.

7. Furnish 3 review copies of the Report and any other deliverables to Owner within 90 calendar days of the Effective Date and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 7 copies of the revised Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.
- B. Engineer's services under the Evaluation and Schematic Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Engineer will coordinate services for a subsurface soil investigation of the proposed lift station site to determine design foundation bearing capacity, dewatering requirements for new construction, and any soil-related constructability issues.
 - b. After selection by the Owner of the final location of the lift station site, Engineer will prepare legal descriptions for all permanent and temporary construction easements required as well as for the acquisition of any land needed to be purchased by the Owner for the project. Land acquisition services are not part of this Agreement.
 - c. Prepare preliminary 60% design completion drawings and direct a 60% design meeting with representatives of the Owner.
 6. Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: None
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the bidding documents, final drawings in both PDF and AutoCad format, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions and after approval from all required federal and/or state agencies with jurisdiction to provide such approval.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable

to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* If authorized by Owner, provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR shall be set forth in an amendment to this Agreement. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in any such amendment.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's

furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: None.
 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible

for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 - b. Provide assessment maps and assessment calculations as required for the Water and Sewer Extension Districts and attend assessment meetings as requested by Owner.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but

not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Evaluation and Schematic Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Initial:
OWNER _____
ENGINEER DM

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions, abstract services, and real estate appraisal services.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Hydrographic surveys, with appropriate professional interpretation thereof.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

8. Wastewater, air quality, and sludge sampling and testing.
 9. Providing wetland delineation or wetland mitigation services.
 10. Providing flood plain analysis, flood plain mitigation, or no-rise analysis of any proposed improvements located in a floodway or flood plain.
 11. Providing sewer main television or other inspection services.
 12. Negotiating and land acquisition services.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2019.

Initial:
OWNER _____
ENGINEER AMJ

Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 49,900.00 based on the following estimated distribution of compensation:
 - a. Evaluation and Schematic Phase \$ 7,000.00
 - b. Preliminary Design Phase \$ 29,400.00
 - c. Final Design Phase \$ 4,400.00
 - d. Bidding and Negotiating Phase \$ 1,100.00
 - e. Construction Phase \$ 5,000.00
 - f. Post-Construction Phase \$ 3,000.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in this Exhibit C is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Initial:
OWNER _____
ENGINEER MM _____

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$500,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$1,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ N/A
 - 2) General Aggregate: \$ N/A
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$1,000,000

2. By Owner:

- a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident	\$500,000
2) Disease, Policy Limit	\$500,000
3) Disease, Each Employee	\$500,000

c. General Liability --

1) General Aggregate:	\$1,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000

d. Excess Umbrella Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident	\$ N/A
---------------	--------

e. Other (specify): \$ N/A

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Gilmore & Associates, Inc.
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Initial:
OWNER _____
ENGINEER MSJ

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Columbus, Nebraska
- c. Engineer: Gilmore & Associates, Inc.
- d. Project: Deer Run Estates Water and Sewer Extension Districts - 2019

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

DRAFT

RESOLUTION NO. R19-61

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, DECLARING OFFICIAL INTENT TO ISSUE TAX-EXEMPT BOND ANTICIPATION NOTES OR BONDS TO REIMBURSE EXPENDITURES FOR PAYMENT OF PRELIMINARY AND FINAL DESIGN SERVICES COSTS AND COSTS OF CONSTRUCTING DEER RUN ESTATES SEWER EXTENSION DISTRICT AND WATER EXTENSION DISTRICT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$750,000.

BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, as follows:

Section 1. The Mayor and Council hereby find and determine that it is necessary and appropriate to declare an official intent to issue tax-exempt bond anticipation notes or bonds by the City and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bond anticipation notes or bonds as proposed to be issued by the City for payment of preliminary and final design services costs and costs of constructing Deer Run Estates Sewer Extension District and Water Extension District improvements to be constructed in the City of Columbus, Nebraska, which notes or bonds are authorized to be issued pursuant to Sections 16-6,100 and 10,137, Reissue Revised Statutes of Nebraska, 2012, and other applicable statutory authority, said costs including engineering, legal, financing and other related project costs.

Section 2. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement from bond anticipation notes or bond proceeds applied is the payment of costs of constructing, sanitary sewer lift station, force mains, gravity mains, manholes, water mains, fire hydrants, valves, and fittings including engineering, legal, financing, and other related project costs, to be constructed in the City of Columbus, Nebraska.
2. The principal amount of notes or bonds expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be an amount not to exceed \$750,000.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 27, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Deer Run Estates Water and Sewer Extension Districts 2019 Professional Services Agreement

RECOMMENDATION:

I recommend approval and signing of the Professional Services Agreement with Gilmore & Associates, Inc. of Columbus, Nebraska, in the lump sum amount of \$49,900 for Deer Run Estates Water and Sewer Extension Districts. The sewer project consists of a sanitary lift station in which Gilmore & Associates, Inc. is the ongoing model design consultant.

DISCUSSION:

The Scope of Services includes determination of the lift station service area and location, assist in formation of Sewer Extension District (SED) and Water Extension District (WED), extension of 12-inch sanitary sewer, extension of 12-inch water main, estimates of probable cost, preliminary assessments to benefiting properties, preliminary and final design phase services, bid letting services, construction phase services, final assessments, record drawings, and operations and maintenance manuals. Main extensions are in accordance with the Comprehensive Plan.

A majority of the topographic survey was completed by the City Engineering Department and provided to the Consultant. Property acquisition and geotechnical engineering services will be required and are not a part of this agreement.

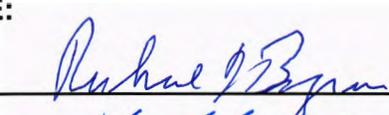
FISCAL IMPACT:

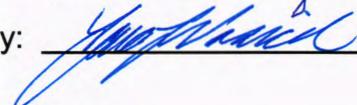
The total cost for the SED and WED will be determined as part of the Consultant Scope of Services. Thus, a Reimbursement Resolution is provided declaring possible intent to issue bonds to reimburse expenditures for payment of all project costs. A portion of the costs are in the 2018-2019 budget CIP 19-222B (SED) in the amount of \$90,000 and CIP 19-247B (WED) in the amount of \$100,000. Benefiting properties within the SED and WED will be assessed. Oversizing of water and sewer mains will be paid by the City in accordance with the City Assessment Policy. Benefiting properties in the Lift Station service area which are not within the Corporate Limits and not connected to the City sewer system, may delay payment of the assessment until the property is developed or annexed.

ALTERNATIVE:

Do not approve

SIGNATURE:

By:  _____

Approved By:  _____

DRAFT

RESOLUTION NO. R19-62

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE UPDATED ADMINISTRATIVE AND OPERATIONAL AGREEMENT BETWEEN THE STATE OF NEBRASKA, ACTING BY AND THROUGH THE NEBRASKA EMERGENCY MANAGEMENT AGENCY, AND THE COLUMBUS FIRE DEPARTMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the Mayor and City Council of Columbus, Nebraska, by Resolution No. R18-138, approved an Administrative and Operational Agreement for Hazardous Materials Response Services that provided for continued participation of the Columbus Fire Department with nine other Nebraska cities and the Nebraska Emergency Management Agency in responding to and reimbursing local costs for hazardous materials and events; and

WHEREAS, the Nebraska Emergency Management Agency has amended the Administrative and Operational Agreement for Hazardous Materials Response Services and the only material change concerns completing a total of forty (40) hours of hazmat specific training over a five year period instead of having to take a single refresher course. The purpose of such change is to make it easier to be in compliance with the training requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the updated Administrative and Operational Agreement for Hazardous Materials Response Services 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

**ADMINISTRATIVE AND OPERATIONAL
AGREEMENT FOR
HAZARDOUS MATERIALS
RESPONSE SERVICES**

Between

**THE STATE OF NEBRASKA, ACTING BY AND THROUGH
THE NEBRASKA EMERGENCY MANAGEMENT AGENCY**

And

COLUMBUS FIRE DEPARTMENT

**STATE OF NEBRASKA
PETE RICKETTS, Governor**

**DARYL BOHAC
Major General
THE ADJUTANT GENERAL**

[Date of Signatures]

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ADMINISTRATIVE AND OPERATIONAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICES

General Agreement Information

Agreement Type: This agreement (“Agreement”) is between the State of Nebraska, acting by and through the Nebraska Emergency Management Agency (hereinafter “NEMA”) and the Columbus Fire Department (hereinafter “Service Provider”) for the provision of hazardous materials emergency response services as described herein and authorized of Neb. Rev. Stat. §§ 81-829.52 to 81-829.55 under the Nebraska Emergency Management Act, Neb. Rev. Stat. §§ 81-829.36 to 81-829.75 (2008).

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, NEMA may assign and make available for use in any county, city or district, any part of a hazardous materials emergency response team.

NEMA desires to enter into this Agreement to establish Service Provider as a State Emergency Response Team (hereinafter “SERT”), and Service Provider desires to be so designated and to enter into this Agreement.

1.2 Agreement Term: Unless otherwise extended by written agreement duly executed by the parties, this Agreement shall commence on the last required signature. This agreement shall be reviewed annually no later than September 30 of each year by NEMA and the Service Provider in order to propose necessary changes.

Standard Agreement Terms and Conditions

2.0 Definitions:

“**Service Provider**” means the local government entity by which the service or services will be performed under this Agreement, including those agencies acting under an approved inter-governmental / agency agreement.

“**Emergency Response**” means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

“**Emergency Response Costs**” means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, expenses that result from the assessment and emergency

phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

“Hazardous Materials” as defined in Title 49 of the Code of Federal Regulations, Subtitle B, Chapter 1, Subsection C means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

“Incident” means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies and one or more units of local government of the State of Nebraska.

“Local Government Agency” means a city, county, or subdivision thereof.

“State Emergency Response Team” (SERT) means, for the purpose of this Agreement, means the activation of a hazardous materials response team to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A SERT operates within the limits set out in the Neb. Rev. Stat. §§ 81-829.52 through 81-829.55 of the Nebraska Emergency Management Act, which is incorporated herein by this reference.

2.1 Statement of Work:

2.1.1 Services to Be Provided by Service Provider: During the term of this Agreement, the Service Provider agrees to provide emergency hazardous material response services. Service Provider response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Service Provider shall, if necessary, provide any services with respect to the sampling, testing and analysis, remediation, and monitoring of a hazardous material in order to stabilize the incident.

Service Provider personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Compliance with Regulatory Requirements: Service Provider certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements including, by not limited to, the Occupational Safety and Health Standards (OSHA), 29 CFR Part 1910(a) and the Environmental Protection Agency (EPA), 40 CFR Part 311.

2.1.3 Personnel:

a. Service Provider shall provide a hazardous materials team consisting of a minimum of six (6) hazmat technicians on staff, who are trained, medically monitored, competent, and supervised hazardous materials technician level personnel as is necessary to operate within the safety levels as defined in OSHA, 29 CFR 1910(a) and EPA, 40 CFR Part 311. Service Provider shall have adequate personnel on scene prior to conducting required mitigating operations for the hazard(s) present.

b. In order to receive State/Federal preparedness funds, Service Provider must meet set training standards. NEMA has established the following as a minimum training standard: team members shall have completed the Department of Homeland Security (DHS) approved eighty (80) hours hazmat technician course provided by NEMA or an equivalent course provided by the Environmental Protection Agency (EPA), or another partner in the DHS Training Consortium. Equivalent courses must be pre-approved by the Assistant Director or his/her designee if Service Provider is seeking attendee to remain on team roster.

c. New department members or members who have completed a certified course five (5) years prior to the effective date of this Agreement, must complete a total of forty (40) hours of hazmat specific training over a five year period. The training hours shall be calculated on a rolling basis for each department member. Failure to comply with this training standard will result in termination of the Agreement in accordance with Section 2.15.1 below.

d. Service Provider shall submit a list of hazmat-related training to NEMA no later than the 10th day of January of each year. Records should indicate current training level of personnel, any new training certifications, evidence of current medical monitoring and physical fitness in accordance with Service Provider policy, and any other necessary supporting documentation requested by NEMA. Failure to comply with this requirement may result in termination of the Agreement in accordance with Section 2.15.1 below.

2.1.4 Vehicles and Equipment: Service Provider may utilize such vehicles and equipment as it has currently available. Service Provider shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment.

2.1.5 Right of Refusal: NEMA recognizes that the obligations of the Service Provider in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Service Provider because Service Provider resources are otherwise limited or unavailable within the Service Provider Primary Response Area, and if prior or immediate notice has been provided to the NEMA Watch Officer, the Service Provider may decline a request for a response.

2.1.6 Standard Operating Guidelines: Service Provider and NEMA agree that response operations will be conducted in accordance with the Standard Operating Guidelines as reviewed and recommended by the Hazmat Teams and the Nebraska Hazardous Incident Team (NHIT) Advisory Group and as mutually approved by the parties to this Agreement.

2.2 Service Provider Compensation: There are two types of Service Provider compensation under this Agreement: (1) Service Provider routine costs and (2) Service Provider team response costs. Each of these terms is discussed more fully below.

2.2.1 Service Provider Routine Costs: Service Provider shall be compensated by NEMA under this Agreement for its NEMA approved routine costs. Such routine costs may include:

Specialized Training Costs: NEMA will provide advanced training and education to Service Provider employees if approved by NEMA in advance. All such training and the selection of training/training providers must comply with all federal, state and local rules and regulations including those outlined in Section 2.1.3.

2.2.2 Service Provider's Team Response Costs: Service Provider shall be compensated by NEMA under this Agreement for approved team response costs. Such Team response costs may include, but are not limited to, the following:

Compensation for Service Provider Personnel Response Costs: Compensation for Service Provider personnel response costs, which are approved and authorized under this Agreement, will be reimbursed in accordance with the Governor's Emergency Fund Guidelines for Public Officials dated January 2018. A copy of the guidelines is attached hereto as Appendix 1, and incorporated herein by this reference. Personnel costs will be reimbursed pursuant to the current rules and personnel codes of the responding department. Personnel costs will be set out in a State Emergency Response Team (SERT) Letter of Agreement. A sample copy of a SERT letter of agreement is attached hereto as Appendix 2, and incorporated herein by this reference.

Emergency Expenses: Necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Service Provider. Original receipts must be submitted with the response billing. The Team Leader or authorized Service Provider representative will seek prior approval of Service Provider emergency expenses exceeding \$250.00. Service Provider's claim for reimbursement must clearly document the nature of the purchases and the extent of the emergency expenditures. NEMA reserves the right to deny any payment of unjustifiable Service Provider expenditures.

2.2.3 Billing System: If Service Provider deploys by any means other than assignment through NEMA, Service Provider forfeits compensation through the Governors Emergency Fund and/or other State funding. Service Provider shall submit an expenditure report and invoice to NEMA within thirty (30) days of the response. Service Provider's claim for reimbursement shall contain such documentation as is necessary to support NEMA cost-recovery operations and financial audits. A sample copy of a Daily Activity Report Labor, Daily Activity Report Equipment & Daily Activity Report Materials & Contracts are attached hereto as appendixes 3, 4 & 5 respectfully and incorporated herein by this reference.

Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Documentation will be maintained by the Team Leader and sent to NEMA upon request.

Billing for Personnel/Incidentals Not Meeting State Response Criteria: If Service Provider incurs bills for personnel or any other incidental costs as a result of responding to a local response which did not meet state authorized response criteria, it will be the Service Provider's sole responsibility to recover those costs.

2.2.4 Prior Approval: Service Provider, while acting under this Agreement, may not respond to an emergency involving hazardous materials without notification to NEMA pursuant to paragraph 2.8.2. Approval by NEMA's Assistant Director constitutes NEMA's agreement to pay Service Provider team emergency response costs. Service Provider agrees to make reasonable and good faith efforts to minimize responsible party and/or NEMA expenses. If activated as a SERT, Service Provider agrees to not seek reimbursement from outside parties.

2.3 Retirement System Status: Service Provider is not entitled under this Agreement to any public employee's retirement system benefits and will be responsible for payment of any applicable federal or State taxes. Service Provider is not entitled under this Agreement to any benefits for payments of federal Social Security or employment insurance.

2.4 Assignments/Subcontracts: Service Provider shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of NEMA.

2.5 Successors in Interest: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

2.6 Compliance with Government Regulations: Service Provider agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the services performed under this Agreement.

2.7 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control.

2.8.1 Scope of Liability: During operations authorized by this Agreement, Service Provider and Service Provider's SERT employees shall be protected and defended from liability under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material. Operations also include advanced training activities provided under this Agreement to the Service Provider's Team employees, but do not include travel to and from the training.

2.8.2 Notification of Potential Claim: Service Provider shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

Nebraska Emergency Management – Assistant Director
2433 NW 24th Street
Lincoln, Nebraska 68524
1-877-297-2368

2.9 Indemnification: When performing operations not authorized under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55, while using the State's vehicles, equipment, procedures, or training, the Service Provider shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Service Provider, its officers, agents or employees, subject to the State Tort Claims Act, § 81-8,209 et seq.

2.10 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.11 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of NEMA and Service Provider or until such time as the Agreement expires as provided in Section 1.2 Agreement Term.

2.12 Dual Payment: Service Provider shall not be compensated for work performed under this Agreement by any state agency or responsible person(s).

2.13 Insurance Coverage:

2.13.1 Worker Compensation: Service Provider and all employers working under this Agreement are subject to the Nebraska Workers' Compensation Law and shall comply with Neb. Rev. Stat. 81-829.54(b).

2.13.2 Comprehensive or Commercial General Liability: Service Provider shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Service Provider, covering personal injury and property damage.

2.13.3 Automobile Liability: Service Provider shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Service Provider, for their respective vehicle(s) during the term of this Agreement.

2.14 Governing Law; Venue; Consent to Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. Any claim, action, suit or proceeding between NEMA (and any other agency or department of the State of Nebraska) and Service Provider that arises from or relates to this Agreement shall be brought and conducted

solely and exclusively within the District Court of Lancaster County for the State of Nebraska; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Nebraska. In no event shall this section be construed as a waiver by the State of Nebraska of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Service Provider, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

2.15 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

NEMA or Service Provider may terminate this Agreement at will effective upon delivery of written notice to the Service Provider or NEMA, or at such later date as may be established by NEMA or Service Provider, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. If any license or certification required by law or regulation to be held by the Service Provider to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.15.1 Default: NEMA or Service Provider, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. If the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- b. If the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

2.16 Approval Authority: Service Provider representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local governmental entity.

2.17 Written Notifications: Any written notifications required for the administration of this Agreement shall be sent to the following:

Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, Nebraska 68524

Columbus Fire Department
1459 26th Avenue
Columbus, Nebraska 68601

2.18 Merger; Waiver: This Agreement and the attached exhibits and addenda constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state and local approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of NEMA to enforce any provision of this Agreement shall not constitute a waiver by NEMA of that or any other provision.

2.19 Remedies: In the event that either party violates any term or condition under this Agreement, NEMA shall have all remedies available to it under law, in equity, and under this Agreement.

2.20 Equal Opportunity: Service Provider agrees to comply with the provisions of the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125, which prohibits Service Provider and its Service Providers from discriminating against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability or national origin.

Approving Signatures:

On Behalf of the State of Nebraska,

Dated this _____ day of _____, 2019

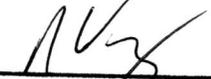
MG Daryl Bohac
Nebraska Adjutant General
2433 NW 24th Street
Lincoln, NE 68524

On Behalf of _____

Dated this _____ day of _____, 2019

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

APPROVED AS TO FORM

By 
City Attorney

On Behalf of _____

Dated this _____ day of _____, 2019

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2019

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

Hazardous Materials Assistance Program

- I. This guidance will establish a framework by which a State hazardous materials resource would support the needs of Rural Fire Protection Districts in the detection, surveillance and containment of a hazardous materials event under the Authorities of the Governor at the time of a state disaster declaration.

- II. Authority
 - A. Neb. Rev. Stat. § 81-829.52 to § 81-829.55 authorizes the Adjutant General, upon authorization by the Governor, to establish a State Emergency Response Team (SERT) to; reinforce emergency management organization in disaster stricken areas or in anticipation of a disaster, provide technical expertise or specialized skills to a disaster area, and ensure the public is served in a timely and efficient manner.

 - B. 81-829.42 (6) If aerial fire suppression or hazardous material response is immediately required, the Adjutant General may make expenditures of up to twenty-five thousand dollars (\$25,000) per event without a state of emergency proclamation issued by the Governor.

- III. Hazardous Materials Response
 - A. Nebraska Hazardous Incident Team (NHIT)
 1. The NHIT is made up of personnel from the Nebraska State Patrol (NSP), Nebraska State Fire Marshal (NSFM) and Nebraska Department of Environmental Quality (NDEQ).

 2. Their purpose is to assist local fire protection districts with technical assistance in the detection and surveillance of a hazardous material spill. They can provide an analysis of the scene, and in collaboration with on-scene agencies, advise the Incident Commander on the need to request additional resources. When sufficiently staffed and equipped, the NHIT may enter the hot zone to mitigate the incident.

 3. To request members of the NHIT call the Nebraska State Patrol who will dispatch the closest members of the team.

 4. Members of the NHIT are employees of their respective State agencies and any response by the NHIT is the responsibility of the responding agency.

B. State Emergency Response Team (SERT) under 81-829.42(6)

1. Upon order of the Governor the Adjutant General is authorized to establish a SERT. NEMA has signed local agreements with ten (10) hazmat teams in anticipation of the need for such a response. This shall not take precedence over or deter from any mutual aid agreements already in place at the local level between fire departments.
2. To request a SERT call the closest MOU Hazardous Materials (hazmat) team. It is the responsibility of the local Incident Command or their designee to:
 - a. Call NEMA to advise them of the request for the team
 - b. Call the local Emergency Manager, advise them of the incident, that a hazmat team has been requested and request the local EM complete and send an Incident Status Report (ISR) to NEMA.
 - c. When the hazmat team arrives on scene use the check-in/check-out sheet (ICS 211) or similar resource tracking method.
 - d. Request an approximate cost per hour from the hazmat team leader and keep track of the dollars obligated. Any costs of twenty-five thousand dollars (\$25,000) will be the responsibility of the local jurisdiction unless all three of the following conditions are met:
 - i. NEMA has been advised of the need for the hazmat team to remain at the scene,
 - ii. A local state of emergency has been declared, and
 - iii. The Governor's Office has approved continued funding of the response by issuing a Proclamation of a State Declaration of Emergency.
 - iv. **Be aware that a request for a State Declaration to continue the use of the Governor's Emergency Fund for the hazmat team response is NOT guaranteed even when conditions i and ii above are met.**

Appendix 1

Governor's Emergency Fund Guidelines for Public Officials – January 2018 Hazardous Materials Assistance Program

- e. When the hazmat team demobilizes, complete the daily check-out portion of the check-in/check-out form/resource tracking software to include the time of demobilization for each element of the team.
 - f. Receive, review, and approve the hazmat team's bill with the required backup documentation and send it to NEMA within 30 days of the closure of the incident to the Recovery Section Manager.
3. Under State law and regulations, if NEMA does not receive the documentation identified in paragraphs d, e and f, NEMA will not be able to reimburse the hazmat team and the payment will become the responsibility of the requesting local jurisdiction.
 4. The list of the ten designated hazmat teams is in the "Emergency Assistance to a Hazardous Materials Spill" (Blue Book). The Blue Book may be found online at <https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmat-blue-book.pdf>

C. 72nd Civil Support Team (CST)

1. 72nd Civil Support Team is an asset of the Nebraska National Guard. It is a trained hazardous material team that deals in the detection and surveillance of a suspected nuclear, biological, chemical or radiological (NBC/R) event in support of a local Incident Commander.
2. The CST is deployed through the State Emergency Operations Center by the Nebraska Emergency Management Agency (NEMA) under authorities and direction of the Office of the Governor. Deployment of the CST must have the approval of the Adjutant General, The National Guard Bureau (NGB) and the Governor. The CST deployment authorizations are coordinated through NEMA and NGB Domestic Operations.

D. CBRNE Enhanced Response Force Package (CERFP)

1. The mission of the CERFP is to respond to a chemical, biological, radiological and nuclear (CBRN) incident and assist local, state and federal agencies in conducting consequence management by providing capabilities to conduct patient decontamination, medical triage, fatality search and recovery, stabilization and casualty search and extraction.

Appendix 1

Governor's Emergency Fund Guidelines for Public Officials – January 2018
Hazardous Materials Assistance Program

2. The CERFP is regional response team with members from both Army and Air National Guard. There are 200+ personnel who are trained to a minimum of awareness level. Specialty training includes incident command, decontamination and search and recovery.

State Emergency Response Team Letter of Agreement Between
NEMA and Columbus Fire Department

1. Due to an incident declared by the Governor of Nebraska as a Disaster on (Date) _____, The Adjutant General is appointing Columbus Fire Department as a State Emergency Response Team under RRS81-829.52-55 for the purpose of (Explain mission of the team) _____.
2. (Team Leader's Name) _____ is named as the Team Leader and will maintain a daily roster of team members and ensure the proper fiscal and programmatic records are kept for the team.
3. The team will report to (Incident Commander) _____ at (Location) _____ and be assigned to (mission) _____.
4. All purchases of materials for the teams use will be recorded in the forms attached to this letter. Materials for the use of the team will be procured as follows:
 - a. Disposable products not available on scene through the Incident Command System may be purchased up to \$250.00 without prior approval from NEMA. Purchases over this amount require approval for reimbursement. NEMA will require copies of invoices for each purchase.
 - b. Durable goods not available through the Incident Command System must be approved by NEMA
 - 1) NEMA may choose to purchase the goods directly and supply them to the team, or
 - 2) NEMA may choose to authorize the Team Leader to purchase the goods. All purchases must be recorded and back-up documentation kept as part of the Teams record keeping.
 - 3) Durable goods purchased for the team remain the property of NEMA following the response.
5. Records of personnel, materials and equipment used must be kept by the SERT using the forms attached to this letter. The package of forms and back-up documentation will be turned into NEMA's Public Assistance Office following the team's demobilization. Payment will be made based on these records.
6. Documentation for the deployment must be kept by the team for three years after the incident is closed by NEMA for a State Disaster or FEMA for a Federal Disaster. The Team will be notified by NEMA when the documentation can be destroyed.

Appendix 2
Letter of Agreement

7. The date and time of demobilization will be determined by the NEMA Assistant Director in coordination with the impacted jurisdiction's officials and the Incident Commander.

8. Payments for the Team will be as follows (Keep the paragraphs that apply):

a. Salary:

NEMA will reimburse the Team's home jurisdiction for salaries, overtime and backfill.

NEMA will reimburse the Team's Agency/Department for team members at a rate of (put rate here for volunteers named to a team)
_____.

b. Lodging:

NEMA will make arrangements and direct bill lodging for team members. NEMA will reimburse team members for lodging from original invoices for the lodging.

c. Meals:

NEMA will reimburse team members at the State's usual rate for meals, team members will need to submit original detailed receipts of amounts and location of meals for reimbursement.

NEMA will make arrangements with (name of establishment) to provide meals for team members.

9. Special Considerations:

Signed/Date for NEMA

Signed/Date for the SERT
