

City Council Regular Meeting and Community Development Agency Meeting  
Monday, April 1, 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 March 18, 2019, City Council meeting.

B. Quote from CDW-G in the amount of \$31,258 for server software upgrade for financial software project.

C. Resolution No. R19-70 approving relocation assistance payment package for Steve Lloyd Rentals, LLC in the amount of \$27,500 in conjunction with the acquisition of Tract 32 (1216 14 Street) for 12 Avenue viaduct project.

D. Resolution No. R19-71 approving Amendment No. 1 to Agency Agreement with Nebraska Department of Transportation Division of Aeronautics to change Project Number from B02 to 3-31-0019-013-2019 for snow removal equipment building project.

E. Resolution No. R19-72 approving application and certifications for federal assistance in the amount of \$1,200,000 for snow removal equipment building at Columbus Municipal Airport.

F. Resolution No. R19-73 authorizing payment of various improvement projects.

G. Payroll and bills on file.

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

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS**

A. Public hearing - Application to the Nebraska Department of Economic Development for Nebraska Affordable Housing Trust Funds for direct homebuyer assistance in the amount of \$500,000, with the City of Columbus providing \$50,000 in matching funds, for a total project cost of \$550,000.

1. Resolution No. R19-74 approving application for Nebraska Affordable Housing Trust Fund grant.

B. Public hearing - Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project - Area 6). (Planning Commission recommends approval.)

1. Resolution No. R19-75 approving Redevelopment Plan for 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project).

**8. COMMUNITY DEVELOPMENT AGENCY**

A. Statement of Compliance with Open Meetings Act and Roll Call.

B. Resolution No. R19-76 approving Redevelopment Agreement with 4J Capital, LLC.

C. Adjournment.

**9. PETITIONS AND COMMUNICATIONS - None**

**10. REPORTS OF CITY OFFICES - None**

**11. REPORTS OF COUNCIL COMMITTEES - None**

**12. REPORTS OF SPECIAL COMMITTEES - None**

**13. REPORTS ON LEGISLATION**

**14. NEW BUSINESS**

A. Appointment of Jean Knapp to Columbus Housing Authority for five-year term.

B. Application of Knights of Columbus for special designated liquor license on 26 Avenue between 13 and 14 Streets, 8:00 a.m. to 1:00 a.m., August 16 and 17, 2019, for beer garden in conjunction with Columbus Days.

C. Quote from Dick Buss & Associates in the amount of \$85,884.50 for four dispatch console stations with equipment for Joint Communications Center.

D. Quote from OfficeNet in the amount of \$14,011.88 for furniture for Joint Communications Center.

E. Comments from mayor and city council members.

**15. RESOLUTIONS**

A. Resolution No. R19-77 approving Memorandum of Understanding with Central Community College-Columbus for emergency management planning, response, and recovery programs for Fire Department.

**16. ORDINANCES ON FIRST READING**

A. Ordinance No. 19-10 amending Schedule I of Chapter 74 of Title VII of Ordinance No. 05-47 (Columbus City Code) to change speed limits on 33rd Avenue.

**17. ORDINANCES ON SECOND READING - None**

**18. ORDINANCES ON THIRD READING - None**

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

**20. UNFINISHED BUSINESS - None**

**21. ADJOURNMENT**

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on March 18, 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, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Finance Director Heather Lindsley, Community Development Director Dan Curtis, Public Property Director Doug Moore, Police Chief Chuck Sherer, Police Captain Doug Molczyk, and Code Enforcement Technician Jamie Adame.
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:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of March 4, 2019, City Council meeting.**
  - 4.B. **Resolution No. R19-63 approving Lease to Hangar Aircraft with Calvin Preston for Hangar No. 1508-2.** Resolution No. R19-63 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH CALVIN PRESTON (HANGAR NO. 1508-2) AT THE COLUMBUS MUNICIPAL AIRPORT.
  - 4.C. **Resolution No. R19-64 approving lease agreement with Schreiber Bros. Hog Co., LLC to rent farm ground known as city well field property for an**

- annual amount of \$40,380 commencing March 1, 2019, and ending December 31, 2020.** Resolution No. R19-64 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LEASE AGREEMENT WITH SCHREIBER BROS. HOG CO., LLC TO RENT FARM GROUND KNOWN AS CITY WELL FIELD PROPERTY, CONSISTING OF 130.6 ACRES, MORE OR LESS, SITUATED IN PLATTE COUNTY, NEBRASKA, SOUTH AND ADJACENT TO LAKE BABCOCK LOCATED IN SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, FOR AN ANNUAL AMOUNT OF \$40,380, FOR A TERM COMMENCING MARCH 1, 2019, AND ENDING DECEMBER 31, 2020; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERewith.
- 4.D. Resolution No. R19-65 approving Addendum No. 1 to contract with Bierman Contracting, Inc. in the amount of \$91,040 for 30 additional calendar days for construction of the E911 communications center project.** Resolution No. R19-65 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM NO. 1 WITH BIERMAN CONTRACTING INC. IN THE AMOUNT OF \$91,040 FOR RADIO CONTROL LINK COMMUNICATIONS BUILDING RENOVATIONS AND PROVIDING FOR A REVISED SUBSTANTIAL COMPLETION OF 30 ADDITIONAL CALENDAR DAYS FOR CONSTRUCTION OF THE E911 COMMUNICATIONS CENTER PROJECT.
- 4.E. Resolution No. R19-66 authorizing payment of various improvement projects.** Resolution No. R19-66 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. – POLICE STATION \$375,965.93; ERIKSEN CONSTRUCTION CO, INC. – WWTF PHASE 4 \$533,183.95.
- 4.F. Finance Department reports.**
- 4.G. Payroll and bills on file.** 3/22/19 Payroll \$587,129.13; A & D Technical Supply Co., Inc. – Supplies 169.00; A to Z Messaging – Service 105.00; Ace Hardware & Garden Center – Supplies 1,403.83; Lavina Adkisson – Pension 609.00; Advance Auto Parts – Supplies 2,991.72; Ag Spray Equipment – Supplies 216.88; AlphaMedia USA LLC – Advertising 1,575.00; Amazon – Supplies 1,747.65; American Publishing Corporation – Service 20.00; Ameritas Life Insurance Corp. – Fees 3,770.00; Aqua-Pure, Inc. – Chemicals 5,768.92; B &

C Truck Electric Service, Inc. – Supplies 1,325.00; B-D Construction, Inc. – Police Station Facility 375,965.93; Beard-Warren Heating & Air Conditioning – Heat Pump 3,548.00; Beard-Warren Heating & Air Conditioning – Service 840.56; Behlen Towing LLC – Service 1,495.00; Matthew Bender & Co., Inc. – Publications 6,353.59; BGNE, Inc. – Supplies 837.90; Bibliotheca LLC – Service 3,233.00; Big Red Sanitation, Inc. – Service 210.00; Black Hills Energy – Utilities 7,204.66; Blackstrap, Inc. – Supplies 6,514.40; Frank J Blahak Jr – Pension 762.00; Richard Bogus – Expenses 94.48; Bomgaars – Supplies 748.10; Bound Tree Medical LLC – Supplies 1,696.96; Cat's Pro Mow – Service 100.00; Center Point Large Print – Supplies 89.28; Central Community College – Training 240.00; Central Parts & Machine – Supplies 486.34; Central Sand & Gravel Company – Supplies 642.33; Century Link – Utilities 994.63; City of Columbus – Utilities 6,564.70; CNC Repair LLC – Service 1,305.11; Columbus Area Chamber of Commerce – 2019 Assistance Payment 8,437.40; Columbus Area Chamber of Commerce – Supplies 1,400.00; Columbus Community Hospital – Supplies 2,645.92; Columbus Custom Embroidery – Service 251.00; Columbus Family Resource Center – Lease Payment 8,925.00; Columbus Screen Printing – Supplies 694.00; Columbus Tarps, Inc. – Supplies 141.50; Columbus Telegram – Publications 4,539.77; Columbus Tire & Service, Inc. – Service 369.10; Commonwealth Electric Co. – Service 409.50; Community Internet – Service 45.00; Consolidated Management Co. – Meals 8.49; Cornhusker Marriott Hotel – Lodging 550.00; Cornhusker Public Power District – Utilities 912.64; Cross Dillon Tire – Service 492.90; Culligan of Columbus – Supplies 467.85; Danko Emergency Equipment – Supplies 126.86; DAS State Accounting – Service 704.00; Demco, Inc. – Supplies 1,028.87; DHHS – Service 1,200.00; DPC Industries, Inc. – Chemicals 1,205.25; Dugan Printing & Promotions, LLC – Supplies 1,796.62; Douglas Dunbar – Contract 6,154.00; Douglas Dunbar – Commissions 329.56; Douglas Dunbar – Expenses 1,037.16; Eakes Office Solutions – Supplies 1,415.18; EBSCO Industries, Inc. – Supplies 60.83; Educational Service Unit #7 – Supplies 162.42; Electrical Engineering & Equipment Co. – Supplies 67.63; Electronic Engineering – Ambulance Equipment 3,225.21; Electronic Engineering – Supplies 152.90; Eriksen Construction Co., Inc. – Wastewater Treatment Facility Improvements 533,183.95; Christopher Elliott – Refund 234.52; Peggy Engel – Expenses 13.92; Environmental Express, Inc. – Supplies 604.22; Fastenal Company – Supplies 264.04; The 5th Season, Inc. – Service 419.32; First National Bank Omaha – Expenses 6,121.35; David Foster – Refund 95.00; Frontier – Utilities 3,197.89; Frontier Cooperative Company – Fuel 6,831.47; Gale – Supplies 100.89; Galls LLC – Supplies 1,291.01; Gehring Construction & Ready-Mix Company – Supplies 121.00; General Traffic Controls, Inc. – Supplies 735.00; Goc's Photography & Framing – Supplies 79.00; Golden West Industrial Supply – Supplies 161.38; Great Plains Building Supply – Supplies 270.99; Great Plains Communications – Service 310.00; Great Plains Uniforms LLC – Supplies 142.35; Gunslingers LLC – Supplies 120.00; Hach Company – Supplies 2,662.17; Hadley-Braithwait Company – Supplies 851.60; Hawkins, Inc. – Chemicals 3,626.83; HDR Engineering, Inc. – Wastewater Treatment Facility Improvements 51,447.32; Heartland Natural Gas LLC – Utilities 14,226.21; Hobby Lobby – Supplies 102.97; Holiday Inn Express Kearney–

Lodging 326.85; Hometown Leasing – Supplies 177.97; Mark S Howerter MD – Contract 583.00; Brad Hruska – Expenses 40.37; HTR, Inc/Klute Truck Equipment – Supplies 304.00; Hy-Vee, Inc. – Supplies 372.43; Ingram Library Services, Inc. – Supplies 3,236.21; International Association of Plumbing and Mechanical Officials – Supplies 374.63; Jackson Services, Inc. – Supplies 3,690.22; JEO Consulting Group, Inc. – Lost Creek Floodplain 4,269.50; John Deere Financial – Supplies 361.00; Dale Johnson Trucking – Supplies 1,020.00; Nathan T Jones – Expenses 251.00; Kelly Supply Company – Supplies 102.37; Kendig Keast Collaborative – Service 7,115.00; Bob Kloke – Expenses 31.00; Jerry Kneifel – Supplies 12.00; Koch Excavating Co., Inc. – Service 1,020.00; Language Line Services, Inc. – Service 115.16; Lawson Products, Inc. – Supplies 238.58; LCL Truck Equipment, Inc. – Supplies 65.40; League of Nebraska Municipalities – Meals 26.00; Lerner Publishing Group – Supplies 183.91; Pete Lien & Sons, Inc. – Chemicals 5,757.10; Lincoln Winwater Works – Supplies 3,296.70; John F Lohr – Expenses 166.14; Loup Power District – Utilities 88,745.57; Mail Prep ETC – Postage 232.49; The Mailbox – Postage 1,401.03; Marley's Electric-CCE – Service 516.59; Matheson-Linweld – Supplies 78.51; MD Solutions, Inc. – Supplies 349.71; Menards – Supplies 1,065.87; Metron-Farnier LLC – Automated Meter Reading Replacement 6,153.00; Mid Con Systems, Inc. – Supplies 337.59; Mid-American Research Chemical – Chemical/Supplies 7,631.50; Mid-State Engineering & Testing, Inc. – Supplies 315.00; Midwest Glass Service, Inc. – Service 18.00; Midwest Laboratories, Inc. – Service 413.30; Midwest Right of Way Services, Inc. – 12th Ave Viaduct 2,998.46; Midwest Service & Sales Co. – Supplies 3,638.75; Midwest Tape LLC – Supplies 153.95; Mike's Towing – Service 2,065.00; Motion Industries, Inc. – Supplies 69.73; Shane Mueller – Service 146.50; MVT Equipment – Supplies 122.00; MySidewalk, Inc. – Subscription 2,500.00; National Association of School Resources Officers – Membership 40.00; NDOT-Division of Aeronautics – Service 21,000.00; Nebraska Association of Property and Evidence – Membership 100.00; Nebraska Department of Transportation – Service 473.80; Nebraska Emergency Service Communications Association – Membership 15.00; Nebraska Golf & Turf, Inc. – Supplies 2,277.00; Nebraska Harvestore Systems, Inc. – Supplies 79.99; Nebraska Hoist & Crane – Three Ton Hoist 7,874.82; Nebraska Supreme Court – Publications 145.55; National Emergency Number Association – Membership 142.00; Niemann's Port-A-Pot LLC – Service 80.00; Northeast Nebraska Volunteer Firefighters Association – Dues 50.00; Northeast Nebraska Economic Development District – Grants 1,860.00; Northeast Nebraska Solid Waste Coalition – Landfill Disposal 31,260.16; Northwest Electric LLC – Supplies 1,857.27; Novicki Fire Prevention Services – Service 214.00; O'Reilly Automotive, Inc. – Supplies 350.05; Occupational Health Services – Service 2,171.00; OCLC, Inc. – Service 843.46; Officenet – Supplies 1,228.44; Olson's Pest Technicians – Service 287.00; Omaha World Herald – Advertising 848.80; One Call Concepts, Inc. – Service 24.21; One Source – Service 337.00; Page My Cell – Service 600.00; Parks Veterinary – Service 157.59; The Parts Bin – Supplies 579.30; Per Mar Security Services – Service 437.04; Petty Cash – Expenses 161.76; Physio-Control, Inc. – Supplies 913.50; Plains Equipment Group – Pro Gator Cab 6,720.00; Platte County –

Contract 2,966.80; Platte County Agricultural Society – Payment 1.00; Platte County Title & Escrow – SID178 1,782.00; Praetorial Digital – Subscription 4,030.00; Presto-X- Company – Service 145.00; Psychological Resources – Service 135.00; Rainbow Printing – Supplies 1,025.00; RDO Truck Centers – Supplies 197.03; Reardon Lawn & Garden, Inc. – Supplies 101.46; Recorded Books LLC – Supplies 4,506.79; Response Ready, LLC – Supplies 175.00; Revel Match LLC – Supplies 1,572.09; Ricoh USA, Inc. – Service 455.63; RJ Thomas Mfg Co., Inc. – Picnic Tables 10,153.80; Rosenbauer Minnesota LLC – Supplies 65.19; RVW, Inc. – Fiber Optic Network 7,764.00; RVW, Inc. – E911 Communication Center 5,500.00; Sapp Bros Columbus, Inc. – Fuel 73.95; Sapp Bros Petroleum, Inc. – Fuel 13,225.24; ServiceMaster By Shevlin – Service 2,466.00; Sherwin-Williams Co. – Supplies 107.10; Shevlin Supply – Supplies 92.53; Sipple, Hansen, Emerson, Schumacher & Klutman – Service 3,758.40; Sirius Computer Solutions, Inc. – Service 13,142.39; Smith Fertilizer Grain – Supplies 6,857.71; Solid Waste Association of North America – Membership 418.00; SouthernCarlson, Inc. – Supplies 199.20; Stanley Petroleum Maintenance, Inc. – Service 2,517.50; State Fire Marshall Training Division – Training 100.00; State of Nebraska Department of Revenue – Sales Tax 49,460.89; Stericycle, Inc. – Supplies 874.90; Super Saver – Supplies 166.81; Superior Van & Mobility – Service 424.50; Pamela S Sybrant – Expenses 160.08; Sysco Lincoln – Supplies 6,497.95; T & L Services – Service 260.00; T-Bone Fuel Delivery – Fuel 8,776.00; Tapco – Supplies 326.91; Telecommunications Systems, Inc. – Service 1,554.00; Time Warner Cable – Service 13.99; Tire Outlet, Inc. – Service 2,019.23; TM Cleaning – Service 200.00; TotalFunds – Postage 2,000.00; Tractor Supply Credit Plan – Supplies 219.16; Truck Center Companies – Service 2,214.52; Tworek Welding & Repair – Service 315.00; Typhoon Wash – Service 41.54; U & I Sanitation – Service 91.25; Union Pacific Railroad Co. – Lease Payment 2,318.55; United States Post Office – Postage 2,382.52; US Cellular – Service 42.99; USA Blue Book – Supplies 1,413.60; Utility Service Co., Inc. – Service 9,841.66; Vacuum Center – Supplies 34.45; Value Line Publishing LLC – Subscription 3,825.00; Van Wall Equipment, Inc. – Aerway Aerator 4,450.00; Van Wall Equipment, Inc. – Supplies 550.00; Verizon Connect NWF, Inc. – Service 126.80; Verizon Wireless – Utilities 2,586.39; Volunteer Fire Department – Expenses 140.50; VVS Canteen – Supplies 200.34; Waste Connections of Nebraska – Service 194.50; Wise Safety & Environmental – Supplies 1,520.43; Woodhaven Counseling Associates, Inc. – Service 135.00; Wunderlich's Catering – Meals 394.00; Xavus Solutions – Service 1,200.00; Zee Medical Service – Supplies 268.70; Zoll Medical Corporation – Supplies 1,684.91; Jeremy D Zywiec – Supplies 69.00; 911 Custom LLC – Supplies 870.00. TOTAL \$2,131,546.77

Bulkley reported on the recent flooding and pointed out that while some citizens and businesses suffered significant damage, Columbus fared pretty well compared to surrounding communities. The city's infrastructure held up and the levee performed as it was designed to. He commended city staff for the advanced preparation work done in anticipation of possible flooding. Bulkley also commended the collaboration between all organizations involved during the event. He asked for patience while steps are being taken to assess the damage in order to create plans for clean-up and repair. Bulkley

noted that the extent of this disaster will most likely have an impact on city projects planned for this year.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of Pillen Holdings II, LLC for final plat and development agreement of Pillen Addition (southeast corner of Lost Creek Parkway and 48 Avenue intersection). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. **Public hearing - Determine whether Pillen Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.2. **Resolution No. R19-67 approving final plat, development agreement, and bringing addition into corporate city limits.** Resolution No. R19-67 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND COMPOSED OF LOTS 1-3, PILLEN ADDITION, CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, LOCATED IN THE NW QUARTER, SW QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WOLFE'S SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND ASSUMING THE NORTH LINE OF WOLFE'S SUBDIVISION TO HAVE A BEARING OF N 89°56'15" W; THENCE N 89°56'15" W, A DISTANCE OF 50.00 FEET, TO THE WEST LINE OF THE NW 1/4, SW 1/4 OF SECTION 12, T17N, R1W; THENCE N 00°29'00" W, A DISTANCE OF 342.65 FEET, TO A POINT ON SAID WEST LINE OF THE NW 1/4, SW 1/4; THENCE N 89°31'00" E, A DISTANCE OF 50.00 FEET, TO THE EAST RIGHT OF WAY LINE OF 48<sup>TH</sup> AVENUE; THENCE N 00°28'22" W, A DISTANCE OF 280.91 FEET, ON THE SAID EAST RIGHT-OF-WAY LINE OF 48<sup>TH</sup> AVENUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LOST CREEK PARKWAY; THENCE N 89°59'31" E, A DISTANCE OF 1272.43 FEET, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LOST CREEK PARKWAY TO THE EAST LINE OF SAID NW 1/4, SW 1/4; THENCE S 00°23'48" E, A DISTANCE OF 625.60 FEET, ON THE EAST LINE OF SAID NW 1/4, SW 1/4 TO THE NORTHEAST CORNER OF SAID WOLFE SUBDIVISION; THENCE N 89°56'15" W, A DISTANCE OF 1271.61 FEET, ON

THE NORTH LINE OF SAID WOLFE SUBDIVISION TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 18.64 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS "THE PILLEN ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND APPROVING AND ACCEPTING THE PILLEN ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND PILLEN HOLDINGS II, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS DEVELOPMENT was adopted with a motion by Schilling and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**7.B. 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. (This public hearing was continued from the February 19th meeting.) (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**7.B.1. Ordinance No. 19-08 approving rezoning and amendment to the Future Land Use Map of the Comprehensive Plan.** The rules were suspended and Ordinance No. 19-08 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: ALL THAT PART OF THE SW1/4SW1/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, LYING SOUTHWEST OF THE O.N. & B.H.R.R., FROM THE PRESENT ZONING CLASSIFICATION OF "ML/C-1" (LIGHT INDUSTRIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT

HEREWITH; TO PROVIDE FOR THAT THE PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY § 16-405 OF NEBRASKA REVISED STATUTES was read by number only with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-08 was adopted with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.C. 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. (This public hearing was continued from the February 19th meeting.) (Planning Commission continued this public hearing to their April 8th meeting.)** The public hearing was continued to April 15, 2019, at 7 p.m. with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.D. Public hearing - Application of Shelby Lumber Company, Inc. to rezone property on 43 Avenue north of 31 Street from "R-1" (Single-Family Residential District) to "R-2" (Urban-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.D.1. Ordinance No. 19-09 approving rezoning and amendment to the Future Land Use Map of the Comprehensive Plan.** The rules were suspended and Ordinance No. 19-09 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1, 2, AND 3, BLOCK A, AND LOTS 4, 5, AND 6, BLOCK B, CANADAY-BEIERMANN ADDITION, A REPLAT OF PART OF LOT 1, HIGHLAND PARK MINISTRY SUBDIVISION, TO THE CITY OF COLUMBUS AND PART OF THE SE1/4 NW1/4 OF SECTION 13, T17N, R1W OF THE 6TH P.M., IN PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT) AND "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND

RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-09 was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:**
  - 10.A. **PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - March 12, 2019**
    - 10.A.1. **Financial and Compliance Audit for year-end September 30, 2018.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the Financial and Compliance Audit be approved as presented. It was noted that the city received a clean audit and the report is available in the Finance Department as well as on the city's website. The report was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 10.B. **COMMITTEE OF THE WHOLE - March 18, 2019**
    - 10.B.1. **Presentation from Firstar Fiber, Inc. on options for recycling services.** The Committee of the Whole removed this item from the agenda as Firstar Fiber, Inc. was unable to attend the meeting due to the flooding. The update on recycling services will be rescheduled for a future meeting. This item was removed from the agenda with a motion by Roth and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:**
  - 12.A. **Letter to Senator Moser expressing support of Legislative Bill 424 that would allow municipalities to join together to create land banks.** Staff was directed to send a letter to Senator Moser expressing support of LB424 with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 12.B. **Letter to Senator Moser expressing opposition to Legislative Bill 184 that would give wireless companies the right to place small cell tower facilities**

**in public rights of way.** Vasicek explained the consequences to the city if this bill should pass. Staff was directed to send a letter to Senator Moser expressing opposition to LB184 with a motion by Schilling and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13. NEW BUSINESS:**

**13.A. Appointment of Ann Dush as police officer.** The mayor's appointment of Ann Dush as police officer was ratified with a motion by Lohr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Dush introduced herself and said she looks forward to working in Columbus.

**13.B. Plans, specifications, and estimate of cost in the amount of \$1,250,000 for 15th Street Paving Improvements 2019 Project and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)** The plans, specifications, and estimate of cost for the 15th Street Paving Improvements Project were approved and staff was authorized to advertise for bids with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.C. Purchase of electronic citations equipment and software as follows: 1) from the Nebraska state bid contract in the amount of \$50,000 for computers, docking station mounts, keyboards, scanners, and printers to equip ten vehicles; 2) from Central Square Technologies in the amount of \$14,109 for software; and 3) from TraCS statewide E-Citation program in the amount of \$2,400 for 40 user licenses.** The purchase of electronic citations equipment and software for the police department was approved with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.D. Modification of fee for Commercial Operator Agreement with Best Air, LLC for lease of Hangar No. 1412-E.** The modified fee for the Commercial Operator Agreement with Best Air, LLC for lease of Hangar No. 1412-E was approved with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.E. Request to waive notice and public hearing requirements and approve application of Brian Hinze for permit to move garage from 142 Lakeshore Drive to 1163 38 Avenue.** The notice and public hearing requirements on the application of Brian Hinze to move a garage from 142 Lakeshore Drive to 1163 38 Avenue were waived and the permit was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.F. Comments from mayor and city council members.** Bahr referred to the recent flooding, commended everyone from emergency responders to citizens who provided assistance to a neighbor, and said he is proud to be part of a supportive community. Kresha referred to the recent snowstorm and reminded the public to keep parked cars off streets to allow snow plows through. Lohr commended city and county staff on their coordinated efforts during the recent flooding. Schilling noted that financial assistance can be sent to Columbus/Platte County Area Disaster Relief Fund through First National Bank. Roth referred to the recent flooding and said he would like to see a report of activities as well as a list of anything that could have been improved upon.

**14. RESOLUTIONS:**

**14.A. Resolution No. R19-68 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$833,718.24 for Downtown Area Traffic Signal Renovations.** Resolution No. R19-68 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC. IN THE AMOUNT OF \$833,718.24 FOR DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS was adopted with a motion by Kresha and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**14.B. Resolution No. R19-69 approving Amendment No. 2 to agreement with JEO Consulting Group, Inc. in the amount of \$37,480 to extend duration of construction and post-construction phase services to May 2019 as part of the levee improvements project.** Resolution No. R19-69 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH JEO CONSULTING GROUP, INC. IN THE AMOUNT OF \$37,480 FOR CONSTRUCTION ENGINEERING SERVICES FOR COLUMBUS LEVEE IMPROVEMENTS PROJECT; 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 was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**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:** Payroll and all other bills included in Consent Agenda

- 18.A. ARL Credit Services.** ARL Credit Services - Service \$516.24. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda 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, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:36 p.m. with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 1 day of April, 2019.

---

MAYOR

ATTEST:

---

CITY CLERK



## MEMORANDUM

**TO:** Tara Vasicek, City Administrator

**FROM:** Heather Lindsley, Finance Director

**DATE:** April 1, 2019

**SUBJECT:** Server OS and SQL Server licenses for Financial Management Software

**RECOMMENDATION:**

I recommend the purchase of Server OS and SQL Server licenses to host the Financial Management Software for \$31,258.00.

**DISCUSSION:**

We received three quotes for server. They are as follows:

CDW-G	\$31,258.00
Provantage	\$32,204.00
Sirius	\$35,297.93

We will implement the financial management software in July 2019. While discussing hardware requirements, with the software company, we decided that it would be in the City's best interest to host the software on its own server. The purpose of this would be for several reasons. First, it would allow us maximum storage space, for the software. Currently, our server would be able to handle the requirements of the software and the other applications that are stored in it. However, as time goes on, space will diminish as we gain more and more data in the system. Second, there will be times when the applications, on the server, will need to be updated. When this happens, the other applications will need to be idle while the server is being updated. By storing the software, on its own server, the software will not need to be taken out of service while work is being done on the server.

Initially, we budgeted for \$400,000.00 for the purchase of the software and any hardware requirements that may be associated with the software. The bid for the software was for \$282,440.00 which is far below the budgeted amount.



The City of **Columbus**

**FINANCE DEPARTMENT**

Office (402) 562-4231 • Fax (402) 563-1380

**ALTERNATIVE:**

Do not approve, but eventually, we will need to move the software to its own server.

**CONCURRENCE:**

By: Matthew J. Seehay

**SIGNATURE:**

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

# City of Columbus

## Quote Sheet for Purchases

Department: General Administration

Charge to Account Number: 100-751

Department Head Approval: \_\_\_\_\_

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

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

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

Date: 3/28/2019 Time: \_\_\_\_\_

Vendor Name: CDW-G

Vendor Employee Name: Daniel Debellis

Telephone: (312) 705-8791

Quote For: Server OS and SQL Server licenses for new accounting system

Quote Includes:	Item Totals:
Microsoft Windows Server 2019 Datacenter & User CALs	\$19,718.65
Microsoft SQL Server Standard	\$11,539.35
<b>Total:</b>	<b>\$31,258.00</b>

Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Matt Soukup



## Quote # 1BY2WXS

Description: SERVER & SQL LICENSES WO

Created Date: 03/28/19

Status: **Open**

Expiration Date: 06/29/19

Requested By: MATT SOUKUP

Customer Notes:

### Ship to:

CITY OF COLUMBUS  
ATTN:MATT SOUKUP  
2424 14TH ST.  
COLUMBUS, NE 68601

### Billed to:

CITY OF COLUMBUS  
ATTN: ACCTS PAYABLE  
PO BOX 1677  
COLUMBUS, NE 68602-1677  
(402) 564-8584

### Shipping method:

Electronic Drop Ship

### Payment method:

Select payment method during checkout.

## Quote Summary

Subtotal	\$31,258.00
*US Tax	\$0.00
Shipping	\$0.00
<b>Grand Total</b>	<b>\$31,258.00</b>

\*Tax may change if this quote is amended by your account manager.

## Product Details

Item	Availability	Price	Quantity	Item Total
 <p>Microsoft Windows Server 2019 Datacenter - license - 16 cores</p> <p>MFG Part: 9EA-01070 CDW Part: 5303516 UNSPSC: 43233004</p> <p>Electronic distribution - NO MEDIA</p>	<b>In Stock</b> Ships same day if ordered before 4pm CT	<b>\$4,402.83</b> Pricing Option Applied: NEBRASKA NVP SOFTWARE	3	\$13,208.49
 <p>Microsoft Windows Server 2019 Datacenter - license - 2 cores</p> <p>MFG Part: 9EA-01071 CDW Part: 5303517 UNSPSC: 43233004</p> <p>Electronic distribution - NO MEDIA</p>	<b>In Stock</b> Ships same day if ordered before 4pm CT	<b>\$550.72</b> Pricing Option Applied: NEBRASKA NVP SOFTWARE	3	\$1,652.16
 <p>Microsoft Windows Server 2019 - license - 1 user CAL</p> <p>MFG Part: R18-05794 CDW Part: 5303496 UNSPSC: 43233004</p> <p>Electronic distribution - NO MEDIA</p>	<b>In Stock</b> Ships same day if ordered before 4pm CT	<b>\$24.29</b> Pricing Option Applied: NEBRASKA NVP SOFTWARE	200	\$4,858.00
 <p>Microsoft SQL Server Standard Core Edition - license &amp; software assurance -</p> <p>MFG Part: 7NQ-00287 CDW Part: 2669983 UNSPSC: 43232304</p> <p>Electronic distribution - NO MEDIA</p>	<b>In Stock</b> Ships same day if ordered before 4pm CT	<b>\$3,846.45</b> Pricing Option Applied: NEBRASKA NVP SOFTWARE	3	\$11,539.35

## Soukup, Matt

---

**From:** Dan Ackerman <dackerman@provantage.com>  
**Sent:** Thursday, March 28, 2019 12:33 PM  
**To:** Soukup, Matt  
**Subject:** Provantage Quotation #7837610

Issue Date: Thursday, March 28, 2019

Hello,

Here is the quotation you requested from PROVANTAGE.

Certified Quotation #7837610 was issued to MATT SOUKUP on Thursday, March 28, 2019. Your customer number is 2173954

Shipping via Ground Service

Quantity 3 - (MSOG55M) 9EA-01070 Windows Server DataCenter 2019 16-Cores Open Government @ \$4565.00 each.

Quantity 3 - (MSOG55N) 9EA-01071 Windows Server DataCenter 2019 2-Cores Open Government @ \$568.00 each.

Quantity 200 - (MSOG55F) R18-05794 Windows Server 2019 User CAL Open Government @ \$24.85 each.

Quantity 3 - (MSOG50Y) 7NQ-00287 SQL Server Standard Core LIC/SA OG 6.0 @ \$3945.00 each.

-----  
Total: \$32204.00 (US dollars)

If you are ready to place your order or you would like to discuss your quotation, please feel free to contact me.

Please note that prices on this quotation cannot be guaranteed beyond the issue date.

Sincerely,

Dan Ackerman  
dackerman@provantage.com

PROVANTAGE Computer Products  
<http://www.provantage.com>

330-494-3781 Office  
330-494-8715 International  
800-336-4466 USA & Canada  
ext. 209  
330-494-5260 Fax



# 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: 03/28/19  
Expires: 04/27/2019  
Microsoft Windows Server wo SA  
Proposal #: PR347512.1

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

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

Quote Date: 03/28/19  
 Expires: 04/27/2019  
 Microsoft Windows Server wo SA  
 Proposal #: PR347512.1

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

Part #	Description	Qty	Unit Sale Price	Ext. Sale Price
9EA-01070	WIN SVR DC CORE 2019 ENG OLP 16LICS NL GOVT CORE LICS QLFD	3	\$4,971.84	\$14,915.52
9EA-01071	WIN SVR DC CORE 2019 ENG OLP 2LICS NL GOVT CORE LICS QLFD	3	\$621.90	\$1,865.70
R18-05794	WIN SVR CAL 2019 ENG OLP NL GOVT USR CAL	200	\$27.43	\$5,486.00
7NQ-00287	SQLSVRSTDCORE ENG LICSAK OLP 2LIC NL LCLGOV CORELIC	3	\$4,343.57	\$13,030.71

**Subtotal: \$35,297.93**

**Shipping and Handling: \$0.00**

**Total: \$35,297.93**

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.

This proposal is valid if ordered on or before 04/27/2019.

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

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) :

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. R19- 70**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE RELOCATION ASSISTANCE PAYMENT PACKAGE FOR STEVE LLOYD RENTALS, LLC, IN THE AMOUNT OF \$27,500, IN CONJUNCTION WITH THE PROPERTY ACQUISITION OF TRACT 32 (1216 14 STREET) FOR THE 12 AVENUE VIADUCT PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Relocation Assistance Payment Package with Steve Lloyd Rentals, LLC, in the amount of \$27,500 be approved; that the City Treasurer is authorized and directed to pay \$2,500 as a searching expense payment and \$25,000 as a re-establishment payment for a total payment of \$27,500 to Steve Lloyd Rentals, LLC. Said payment is in conjunction with the property acquisition of Tract 32 (1216 14 Street) for the 12 Avenue viaduct project.

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:** March 27, 2019  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** 12<sup>th</sup> Avenue Viaduct Property Acquisition

**RECOMMENDATION:**

I recommend approval of the authorization to obtain the property acquisition associated with the 12<sup>th</sup> Avenue viaduct project.

Tract 32 – Steve Lloyd Rentals  
Relocation Site Search and Reestablishment: \$27,500

**DISCUSSION:**

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, relocation assistance, leasehold contract, for the construction of the 12<sup>th</sup> Avenue viaduct. Midwest Right-of-Way has been retained by the City to obtain these acquisitions in accordance with the Uniform Act.

**FISCAL IMPACT:**

Reimbursable costs for acquisitions will be in accordance with the agreement with the NDOT and UPRR.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# BUSINESS PAYMENT PACKAGE

TRACT # 32 DISPLACEE: Steve Lloyd's Rentals, LLC

Prepared by: Mania Rodriguez

Date: 3-5-19

Reviewed by: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

<i>ALL CLAIMS</i>		<input checked="" type="checkbox"/> Cover Memo <input checked="" type="checkbox"/> Report Cover Sheet	<input checked="" type="checkbox"/> Claim Form <input type="checkbox"/> Assignment (if applicable)
<input checked="" type="checkbox"/>	<b>MOVE</b>	<input type="checkbox"/> Two commercial move bids <input type="checkbox"/> Commercial Move Receipt <input type="checkbox"/> Abandonment Statement (if applicable) <input type="checkbox"/> Vacancy Inspection Call Report	\$ <u>0</u>
<input checked="" type="checkbox"/>	<b>SEARCHING</b>	<input checked="" type="checkbox"/> Searching Expense Computation Form <input checked="" type="checkbox"/> Searching Expense Record <input checked="" type="checkbox"/> Wage Verification Documents	\$2,500.00
<input checked="" type="checkbox"/>	<b>REESTABLISH</b>	<input checked="" type="checkbox"/> Justification Documentation <input checked="" type="checkbox"/> Copies of Paid Receipts or Rental Agreement	\$25,000.00
<input type="checkbox"/>	<b>LOSS OF TANGIBLE</b>	<input type="checkbox"/> Fair Market Value in Place <input type="checkbox"/> Cost to Move Item <input type="checkbox"/> Cost to Sell Item (If Any) <input type="checkbox"/> Proceeds From Sale (If Any)	\$
<input type="checkbox"/>	<b>SUBSTITUTE</b>	<input type="checkbox"/> Cost of Substitute Item <input type="checkbox"/> Proceeds From Sale or Trade (If Any) <input type="checkbox"/> Cost to Move Item	\$
<input type="checkbox"/>	<b>IN LIEU</b>	<input type="checkbox"/> Last Two Year's Tax Statements <input type="checkbox"/> In Lieu Payment Calculation	\$
<input type="checkbox"/>	PACKET SENT DATE: <u>March 5, 2019</u>		
<input type="checkbox"/>	AGENCY APPROVAL DATE: <u>3-13-19</u> <u>NOOT</u>		
<input type="checkbox"/>	CHECK DATE:		

## RELOCATION ASSISTANCE PAYMENT PACKAGE

**DATE:** March 5, 2019  
**TO:** Rick Bogus, City of Columbus  
Roxanne Sullivan, Nebraska Department of Transportation  
**PROJECT #:** RRZ-TMT-6061(8)  
**CONTROL #:** 31925  
**FROM:** Maria Rodriguez, Relocation Agent  
**TRACT:** 32

Attached is a Business Relocation Payment Package for your review and approval located on the above-referenced project. The business has identified and purchased a replacement investment property located at 2821 10<sup>th</sup> Street, Columbus, Nebraska. The displaced business is entitled to the following relocation benefits.

### MOVING EXPENSES

Steve Lloyd's Rentals, LLC had a stove and refrigerator at the displacement site. Upon the tenants vacating, the stove and refrigerator were sold to a family friend. Therefore, Steve Lloyd's Rentals, LLC will not be claiming moving expenses.

### SEARCHING EXPENSES

Steve Lloyd's Rentals, LLC may be reimbursed for the actual reasonable expenses in searching for a replacement location, not to exceed \$2,500.00. Mr. Lloyd provided a searching log and verification of his hourly wages. He completed the majority of his search in 2017 after he was presented with his acquisition offer. Therefore, the mileage rate of \$0.535 per mile was utilized in the calculation (676 miles x \$0.535 = \$361.66). He also advised that although their income tax return lists him and his wife as filing jointly. He is the only individual employed in the household. He also advised that his income is not calculated based on his adjusted gross income due to the self-employment tax and health insurance deduction. Based on the income information provided he has an annual income of \$48,633.00, which breaks down to \$23.38 each per hour (117.5 hours x \$23.38 = \$2,747.15). His combined searching expenses totaled \$3,108.81. He is eligible to receive reimbursement for searching expenses in the amount of \$2,500.00.

### REESTABLISHMENT EXPENSES

Steve Lloyd's Rentals, LLC owned the subject property located at 1216 14<sup>th</sup> Street, Columbus, Nebraska. Mr. Lloyd's business is that of leasing a rental home to others and is considered to be a small business. Reimbursement of reestablishment expenses for small businesses is intended to mitigate small business failures caused by Federally funded displacements.

Steve Lloyd's Rentals, LLC purchased a replacement property at 2821 10<sup>th</sup> Street in Columbus, Nebraska. The property was subject to a fire that nearly destroyed the entire interior of the home

and caused extensive damage to the exterior. The property is currently undergoing the necessary modifications to make it suitable for leasing and will be available for tenant occupancy on May 1, 2019. Steve Lloyd Rentals, LLC provided a signed 24 month lease to begin on this date. Steve Lloyd's Rentals, LLC incurred the following expenses to make the property suitable for conducting business.

- \$ 11,680.00 – Mueller & Schoepf Drywall, Inc. – interior insulation and drywall
- \$ 4,181.52 – Foreman Lumber – interior framing supplies and exterior siding
- \$ 4,580.00 – Chuck Schmidt – labor for necessary work completed
- \$ 10,191.54 – Eller Heating, A/C LLC – heat pump, furnace and ductwork installation
- \$ 5,850.00 – Wired Specialists, Inc. – electrical wiring, materials and labor
- \$ 14,225.00 – Hegemann Plumbing – interior plumbing materials and labor
- \$ 1,753.27 – Menards – windows, doors, roof shingles and other materials

**\$ 52,461.33** - Total Reestablishment Expenses incurred (thus far)

As a small business owner, Steve Lloyd's Rentals, LLC is eligible to receive reimbursement for reestablishment expenses to modify a replacement structure to make it suitable for leasing. The payment is limited to **\$25,000.00**.

#### **MANNER OF DISBURSEMENT**

Please prepare a check for the Site Search Benefit (\$2,500.00) and Reestablishment Expenses (\$25,000.00) reimbursement in the amount of **\$27,500.00** made payable to:

**Steve Lloyd's Rentals, LLC  
3221 13<sup>th</sup> Street  
Columbus, Nebraska 68601**

The check can be mailed directly to Steve Lloyd's Rentals, LLC. Please e-mail a copy of the payment to [rodriguez@midwestrow.com](mailto:rodriguez@midwestrow.com) be included in the relocation file.

**Steve Lloyd's Rentals, LLC did not have any remaining personal property to vacate from the subject property and did not claim a move payment. Upon disbursement of this payment the City of Columbus will have fulfilled their relocation assistance obligations for this tract.**

Respectfully submitted,



**Maria Rodriguez  
Relocation Agent**

Enclosures

**RELOCATION REPORT**

Study  
 Final

Project Number: RRZ-TMT-6061(8)  
Project Location: City of Columbus 12<sup>th</sup> Avenue Viaduct  
Control Number: 31925  
Tract Number: 32  
Owner: Steve Lloyd's Rentals, LLC  
Property Tenant: Anna Morales  
Property Address: 1216 14<sup>th</sup> Street, Columbus, Nebraska 68601

Replacement Housing Payment	\$	<u>N/A</u>
Interest Differential Payment	\$	<u>N/A</u>
Incidental Expense Payment	\$	<u>N/A</u>
Tax Differential Payment	\$	<u>N/A</u>
Moving Expense Payment – Self-Move	\$	<u>N/A</u>
In Lieu of Moving Payment	\$	<u>N/A</u>
Searching Expense Payment	\$	<u>2,500.00</u>
Reestablishment	\$	<u>25,000.00</u>

I hereby certify:

That the amount of the replacement housing payment is N/A.

That I have no direct or indirect, present or contemplated future personal interest in the transaction, nor will I derive any benefit from the replacement housing payment, or any of the above stated payments.

That I understand the above determined amount is to be used in connection with a Federal-Aid project.

  
\_\_\_\_\_  
Maria Rodriguez

March 5, 2019  
(Date)

- Approved as submitted
- Approved when used with attached review

  
\_\_\_\_\_  
(Referee)  
3/13/19  
\_\_\_\_\_  
(Date)

# RELOCATION ASSISTANCE PAYMENT CLAIM

PROJECT NUMBER: <b>RRZ-TMT-6061(8)</b>	CONTROL NUMBER: <b>31626</b>
PROJECT LOCATION: <b>City of Columbus 12<sup>th</sup> Avenue Viaduct</b>	TRACT: <b>32</b>
NAME: <b>Steve Lloyd's Rentals, LLC</b>	
OLD ADDRESS: <b>1216 14<sup>th</sup> Street Columbus, Nebraska 68601</b>	DATE MOVED:
NEW ADDRESS: <b>2821 10<sup>th</sup> Street, Columbus, Nebraska</b>	NEW PHONE NUMBER: <b>402-910-4242</b>

PAYMENTS BEING CLAIMED		
<input type="checkbox"/> REPLACEMENT HOUSING	<input type="checkbox"/> TAX DIFFERENTIAL	<input checked="" type="checkbox"/> SEARCHING EXPENSE
<input type="checkbox"/> INTEREST DIFFERENTIAL	<input type="checkbox"/> MOVING EXPENSE	<input checked="" type="checkbox"/> REESTABLISHMENT
<input type="checkbox"/> INCIDENTAL EXPENSE	<input type="checkbox"/> DIRECT LOSS	<input type="checkbox"/> IN LIEU
TYPE OF DISPLACEMENT		OCCUPANCY
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> BUSINESS	<input type="checkbox"/> 90 DAYS OR MORE
<input type="checkbox"/> FARM	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> LESS 90 DAYS
STATUS		
<input checked="" type="checkbox"/> OWNER	<input type="checkbox"/> TENANT	
<input type="checkbox"/> MOBILE HOME	<input type="checkbox"/> SLEEPING ROOM	

REPLACEMENT HOUSING PAYMENT <i>(A Supplemental Payment for)</i>		MOVING EXPENSE <i>RESIDENTIAL</i>	
1 An Owner Occupant purchasing a replacement dwelling	\$	1 Actual reasonable moving expense, supported by receipted bills or other acceptable evidence of expense (Please attach) - OR -	\$
2 An Owner Occupant renting a replacement dwelling	\$	2 Scheduled moving expense	\$
3 A Tenant Occupant renting a replacement dwelling	\$	<b>BUSINESSES; FARMS; NONPROFIT ORGANIZATIONS</b>	
4 A Tenant Occupant purchasing a replacement dwelling	\$	1 Actual reasonable moving expenses, supported by receipted bills or other acceptable evidence of expense (Please attach) - OR -	\$
<b>INTEREST DIFFERENTIAL <i>(A Supplemental Payment for)</i></b>		An amount not to exceed the lower of two firm bids from qualified bidders, obtained by the State	
1 Increased interest costs	\$	2 Actual reasonable reestablishment expenses supported by receipted bills or other evidence of expenses (Please attach)	\$ 25,000.00
2 Loan fee and/or points	\$	3 Actual direct losses of tangible personal property (Consult with the Relocation Representative before making this selection)	\$
<b>TOTAL →</b>		4 Actual reasonable searching expenses supported by receipted bills and a certified statement of time spent in search (Please attach)	\$ 2,500.00
<b>INCIDENTAL EXPENSE</b>		Payment "in Lieu" of moving expenses stated above. A payment determined by the average annual net income for the past two years. The maximum payment is \$20,000. (Excluding the year of relocation) (Attach proper documentation)	
1 Title Search	\$	YEAR	NET INCOME
2 Closing Fees	\$	YEAR	NET INCOME
3 Notary Fees	\$	<b>TOTAL</b> \$ + 2 = \$	
4 Surveys or Plats	\$	<b>TOTAL →</b> \$	
5 Recording Fees	\$	TAX DIFFERENTIAL	
6 Lenders, FHA, or VA Appraisal Fee	\$	1 A supplemental payment for the increase in real property taxes for a three (3) year period:	\$
7 FHA or VA Application Fee	\$	A supplemental payment for the increase in real property taxes for a three (3) year period paid annually:	\$
8 Certificate of Structural Soundness	\$	<input type="checkbox"/> 1 <sup>st</sup> Year	<input type="checkbox"/> 2 <sup>nd</sup> Year
9 Credit Report	\$	<input type="checkbox"/> 3 <sup>rd</sup> Year	\$
10 Title Insurance or Abstract 1/2 of \$	\$		
11 State Revenue Stamps	\$		
12 Sales Tax on Mobile Home	\$		
13 Points for Tenant Down payment	\$		
14 Mortgage Default Insurance	\$		
15 Whole Home Inspection	\$		
16 Pest Inspection	\$		
17 Radon Inspection	\$		
<b>TOTAL →</b>			

### CLAIMANT CERTIFICATION

I (We) certify under the penalties and provisions of applicable laws that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (we) have not submitted any other claim for, or received reimbursement from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) understand that if I am (we are) not entirely eligible to receive the payment(s) being claimed at this time, I (we) understand that these payments will only be released to me (us) after I am (we are) fully eligible to receive them.

**REMARKS:**  
Steve Lloyd's Rentals, LLC owned the subject property located at 1216 14<sup>th</sup> Street, Columbus, Nebraska. The subject property was sold to the City of Columbus for the 12<sup>th</sup> Street Viaduct Project. Mr. Lloyd searched extensively within Columbus Nebraska and the surrounding areas for a replacement investment property with no success. Mr. Lloyd purchased a property located at 2821 10<sup>th</sup> Street, Columbus, Nebraska and made the necessary adjustments and repairs to make the property suitable for lease to tenants. He is eligible to receive the Site Search benefit in the amount of \$2,500.00. Mr. Lloyd is also eligible to receive the Reestablishment benefit in the amount of \$25,000.00.

PLEASE SIGN, DATE AND INCLUDE YOUR FEDERAL ID. NUMBER. IF NONE, INCLUDE YOUR SOCIAL SECURITY NUMBER.			
SIGNATURE OF CLAIMANT:	DATE:	SIGNATURE OF CLAIMANT:	DATE:
	2-21-19		2-21-19
<input type="checkbox"/> Federal I.D.	<input checked="" type="checkbox"/> Social Security No.:	<input type="checkbox"/> Federal I.D.	<input type="checkbox"/> Social Security No.:
RECOMMENDED BY:		APPROVED BY:	
RELOCATION OFFICER:	DATE: 2-21-19	RELOCATION ASSISTANCE APPROVAL:	DATE: 3/13/19

**RESOLUTION NO. R19-71**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 1 TO THE AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS (FORMERLY KNOWN AS NEBRASKA DEPARTMENT OF AERONAUTICS) TO CHANGE PROJECT NUMBER FROM B02 TO 3-31-0019-013-2019 FOR SNOW REMOVAL EQUIPMENT BUILDING PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Agency Agreement with the Nebraska Department of Aeronautics (now known as Nebraska Department of Transportation Division of Aeronautics) Project No. B02 for Snow Removal Equipment Building for the Columbus Municipal Airport was adopted by Resolution No. R17-29 on February 21, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 1 to the Agency Agreement with Nebraska Department of Transportation Division of Aeronautics (formerly known as Nebraska Department of Aeronautics) for Project Number revision from B02 to 3-31-0019-013-2019 for Snow Removal Equipment Building Project, a copy of which is attached hereto and incorporated herein, be approved and the mayor is hereby 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:** March 27, 2019  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Agency Agreement Amendment No. 1  
Snow Removal Equipment (SRE) Building, Columbus Municipal Airport

**RECOMMENDATION:**

I recommend approval and signing of the Agency Agreement Amendment No. 1 with Nebraska Department of Transportation, Division of Aeronautics (formerly known as Nebraska Department of Aeronautics) for the SRE building at the Airport.

**DISCUSSION:**

The Federal Aviation Administration requires Sponsor (City) to initiate actions for construction and thus the Agency Agreement Project No. B02 must be amended to Project No. 3-31-0019-013-2019.

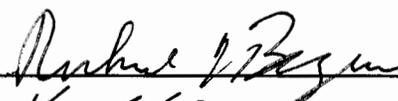
**FISCAL IMPACT:**

None

**ALTERNATIVE:**

None

**SIGNATURE:**

By:   
Approved By: 

**AMENDMENT NUMBER No. 1**  
**TO AGENCY AGREEMENT**  
**for PROJECT NO. B02**

Due to changes in the Federal Aviation Administration's guidance regarding State and Local Governments determination of overhead rates, the Nebraska Department of Transportation Division of Aeronautics (NDOT) is providing this amendment to reflect

In consideration of the Federal Aviation Administration (FAA) changes in guidance regarding State and Local Governments determination of overhead rates, the Nebraska Department of Transportation Division of Aeronautics (NDOT) is providing this amendment to reflect the changes. Agency Agreement for Project No. B02 dated February 21, 2017 shall be amendment as follows:

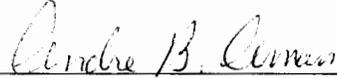
1. Delete all references to Project No. B02 and replace it with Project No. 3-31-0019-013??-2019.

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

IN WITNESS WHEREOF, NDOT and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation Division of Aeronautics this 13th day of March, 2019.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Director

Executed by the City of Columbus this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Secretary/Witness

\_\_\_\_\_  
Chairman

**RESOLUTION NO. R19-72**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION AND CERTIFICATIONS FOR FEDERAL ASSISTANCE IN THE AMOUNT OF \$1,200,000 FOR THE COLUMBUS MUNICIPAL AIRPORT SNOW REMOVAL EQUIPMENT BUILDING AT THE COLUMBUS MUNICIPAL AIRPORT, PROJECT NO. 3-31-0019-013-2019 (BO2), COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City has been working with the Nebraska Department of Transportation Division of Aeronautics concerning a snow removal equipment building located at the Columbus Municipal Airport, Project No. 3-31-0019-013-2019 (BO2); and

WHEREAS, to continue with this project and receive federal funding, the City must file a project application and certifications; and

WHEREAS, the following documents are attached hereto and incorporated herein:

- Application For Federal Assistance (Development and Equipment Projects)
- Drug-Free Workplace Airport Improvement Program Sponsor Certification
- Project Plans and Specifications Airport Improvement Program Sponsor Certification
- Selection of Consultants Airport Improvement Program Sponsor Certification
- Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification
- Construction Project Final Acceptance Airport Improvement Program Sponsor Certification
- Equipment and Construction Contracts Airport Improvement Program Sponsor Certification;

and,

WHEREAS, the total project cost for the airport snow removal equipment building will be \$1,200,000, with the City's share being \$120,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the application and certifications for federal assistance for Columbus Municipal Airport snow removal equipment building, Project No. 3-31-0019-013-2019 (BO2), copies of which are attached hereto and incorporated herein, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** March 27, 2019  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Project Application and Certifications  
Snow Removal Equipment (SRE) Building, Columbus Municipal Airport

**RECOMMENDATION:**

I recommend approval and signing of the Resolution for approving the Project Application and Certifications for the SRE building at the Airport.

**DISCUSSION:**

The Federal Aviation Administration (FAA) requires the Sponsor (City) to review and approve the following:

- Federal Grant Project Application
- Drug Free Workplace
- Certification of Project Plans & Specifications
- Sponsor Certification for Selection of Consultant
- Sponsor Certification for Conflict of Interest
- Sponsor Certification for Project Final Acceptance
- Sponsor Certification for Equipment/Construction Contracts

**FISCAL IMPACT:**

None. The Project is 90 percent FAA and 10 percent City.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# COPY

OMB Number: 4040-0004

Expiration Date: 12/31/2019

**Application for Federal Assistance SF-424****\* 1. Type of Submission:**

- Preapplication  
 Application  
 Changed/Corrected Application

**\* 2. Type of Application:**

- New  
 Continuation  
 Revision

**\* If Revision, select appropriate letter(s):****\* Other (Specify):****\* 3. Date Received:****4. Applicant Identifier:**

3-31-0019-013-2019 (B02)

**5a. Federal Entity Identifier:**

3-31-0019-013-2019

**5b. Federal Award Identifier:**

3-31-0019-013-2019

**State Use Only:****6. Date Received by State:****7. State Application Identifier:**

3-31-0019-013-2019 (B02)

**8. APPLICANT INFORMATION:****\* a. Legal Name:**

City of Columbus, Nebraska

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

47-6006144

**\* c. Organizational DUNS:**

0502731920000

**d. Address:****\* Street1:**

P.O. Box 1677

**Street2:****\* City:**

Columbus

**County/Parish:**

Platte

**\* State:**

NE: Nebraska

**Province:****\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

68602-1677

**e. Organizational Unit:****Department Name:**

City of Columbus

**Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:**

Mr.

**\* First Name:**

Russell

**Middle Name:**

F.

**\* Last Name:**

Gasper

**Suffix:**

P.E.

**Title:**

Division Manager

**Organizational Affiliation:**

Nebraska Dept. of Transportation, Div. of Aeronautics

**\* Telephone Number:**

402-471-2371

**Fax Number:**

402-471-2906

**\* Email:**

russ.gasper@nebraska.gov

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,080,000.00"/>
* b. Applicant	<input type="text" value="120,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,200,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program (AIP)

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

OLU 013 B02 SF424 Attachment #14.docx

Add Attachment

Delete Attachment

View Attachment

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

Snow Removal Equipment Building

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**  
**Federal Entity: 3-31-0019-013-2019**  
**Legal Name: City of Columbus, Nebraska**  
**Attachments**

Item 14: Areas Affected by Project (Cities, Counties, State, etc.)  
City of Columbus, County of Platte, State of Nebraska



**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The area around the airport is zoned for a distance of three miles from the airport property line, to control the height of structures in the vicinity of the airport. Height restriction zoning was adopted on September 20th, 2002.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No changes since Exhibit A, dated 2004, on federal project number 3-31-0019-005.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog Number: 20.106 Airport Improvement Program (AIP)
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 39,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			125,000
5. Other Architectural engineering fees			
6. Project inspection fees			120,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			916,000
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 1,200,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,200,000
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 1,200,000
19. Federal Share requested of Line 18			1,080,000
20. Grantee share			120,000
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 1,200,000

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	120,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 120,000
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

**SECTION E – REMARKS**  
 (Attach sheets if additional space is required)

The area around the airport is zoned for a distance of three (3) miles from the airport property line, to control the height of structures in the vicinity of the airport. The most recent Height Restriction Zoning was adopted on September 20th, 2002. The Sponsor is continually reviewing land use in the area in an effort to ensure safety and compliance with zoning regulations. The Sponsor also assures that appropriate action will be taken.

This project consists of constructing a snow removal equipment Building.

The present airport property is owned in fee simple title and avigation easements by the City of Columbus, Nebraska for and on behalf of the Columbus Municipal Airport as shown Exhibit A dated 2004, for federal project number 3-31-0019-005.

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> 3-31-0019-013-2019
<b>AIRPORT:</b> Columbus Municipal Airport
<b>1. Objective:</b> Snow Removal Equipment Building
<b>2. Benefits Anticipated:</b> Provide a storage space for snow removal equipment to reduce damage due to the weathering. Also provide a space to undergo maintenance.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) The airport sponsor has hired an engineering/surveying consultant who will prepare construction plans and specifications, bidding documents, and observe construction. The Nebraska Department of Transportation, Aeronautics Division, will assist the Airport Sponsor with administrative issues.
<b>4. Geographic Location:</b> The Columbus Municipal Airport is about one and a half miles Northeast of the city of Columbus, Platte County, Nebraska.
<b>5. If Applicable, Provide Additional Information:</b> N/A
<b>6. Sponsor's Representative:</b> (include address & telephone number) Janelle Kline, City Clerk; P.O. Box 1677; Columbus, Nebraska 68602-1667 402-562-4227

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2019 .

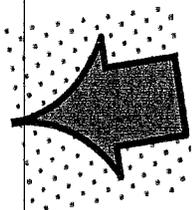
Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: City of Columbus, Nebraska

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-013-2019(B02)

Description of Work: Snow Removal Equipment Building

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2019 .

Name of Sponsor: City of Columbus, Nebraska

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: City of Columbus, Nebraska

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-013-2019(B02)

Description of Work: Snow REmoval Equipment Building

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A



---

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

---

Sponsor: City of Columbus, Nebraska

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-013-2019(B02)

Description of Work: Snow Removal Equipment Building

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No



---

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

---

Sponsor: City of Columbus, Nebraska

Airport: Columbus Municipal Airport

Project Number: 3-31-0019--13-2019(B02)

Description of Work: Snow Removal Equipment

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- 
- Yes
- 
- No
- 
- N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- 
- Yes
- 
- No
- 
- N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- 
- Yes
- 
- No
- 
- N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 .

Name of Sponsor: City of Columbus, Nebraska

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: City of Columbus, Nebraska

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-013-2019(B02)

Description of Work: Snow Removal Equipmanet Building

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2019 .

Name of Sponsor: City of Columbus, Nebraska

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**AIA Type Document  
Application and Certification for Payment**

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

**PROJECT:** COLUMBUS FIRE STATION  
COLUMBUS, NE 68601

**APPLICATION NO:** 7  
**PERIOD TO:** 2/28/2019

**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.

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	<u>7,464,564.00</u>
<b>2. Net Change by Change Orders</b> .....	\$	<u>0.00</u>
<b>3. CONTRACT SUM TO DATE (Line 1 + 2)</b> .....	\$	<u>7,464,564.00</u>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	<u>1,343,975.77</u>
<b>5. RETAINAGE:</b>		
a. <u>10.00</u> % of Completed Work	\$	<u>134,397.58</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>134,397.58</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	<u>1,209,578.19</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	<u>1,070,483.74</u>
<b>8. CURRENT PAYMENT DUE</b> .....	\$	<u>139,094.45</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	<u>6,254,985.81</u>

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
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	

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

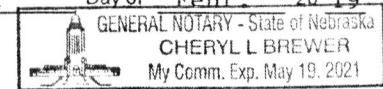
By: Bryan L. Kearney / Treasurer Date: 2.27.19

State of: NE

County of: Platte

Subscribed and Sworn to before me this 28th Day of Febr. 2019

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** ..... \$ 139,094.45

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

ARCHITECT: WSKF Architects, Inc.

By: [Signature] Date: 3/15/2019

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

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
03393	AMAZON	040	000475	GENERAL						
				100-150-552.00-602	00000	SUPPLIES	4/01/19	49.98	.00	
				520-520-532.70-602	00000	SUPPLIES	4/01/19	183.97	.00	
				100-100-510.00-602	00000	SUPPLIES	4/01/19	67.31	.00	
				500-500-532.50-602	00000	SUPPLIES	4/01/19	67.31	.00	
				100-130-555.00-602	00000	SUPPLIES	4/01/19	550.96	.00	
				100-100-510.00-590	00000	KUEHLER RETI	4/01/19	219.00	.00	
				100-150-552.00-601	00000	SUPPLIES	4/01/19	80.23	.00	
				100-130-555.00-751	00000	PRINTER 19-5	4/01/19	579.00	.00	
				100-130-555.00-340	00000	SUPPLIES	4/01/19	835.60	.00	
				100-110-521.00-602	00000	SUPPLIES	4/01/19	59.98	.00	
						* Invoice Sub-Total:		2,693.34	.00	
02722	ASCAP	040	000476	APRIL19						
				100-100-510.00-590	00000	MUSIC LICENS	4/01/19	359.64	.00	
07451	B-D CONSTRUCTION INC	040	000477	7						
				211-211-570.00-755	00000	FIRE STATION	4/01/19	139,094.45	.00	
01984	DANKO EMERGENCY EQUIPMENT	040	000478	101120						
				100-121-523.00-751	00000	EXTRICATION	4/01/19	25,240.00	.00	
01984	DANKO EMERGENCY EQUIPMENT	040	000479	8047						
				100-121-523.00-752	00000	AMBULANCE 19	4/01/19	283,297.66	.00	
						** VENDOR SUB-TOTAL:		308,537.66	.00	
06024	FAX GILBERT PROGRAMS INC.	040	000480	LIBRARY						
				100-130-555.00-640	00000	4/6 PERFORMA	4/01/19	300.00	.00	
02423	IMPACT TELECOM	040	000481	1177012919						
				200-200-531.00-624	00000	PHONE CHARGE	4/01/19	51.64	.00	
00069	NEBRASKA EMERGENCY SERVICE	040	000482	E911						
				220-220-521.51-270	00000	SPRING CONF	4/01/19	43.00	.00	
				221-221-521.51-270	00000	SPRING CONF	4/01/19	172.00	.00	
						* Invoice Sub-Total:		215.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	040	000483	15-CR-006						
				240-245-565.00-678	00000	NOV 2017	4/01/19	60.00	.00	
				240-245-565.00-678	00000	DEC 2017	4/01/19	225.00	.00	
				240-245-565.00-678	00000	JAN 2018	4/01/19	30.00	.00	
				240-245-565.00-678	00000	FEB 2018	4/01/19	120.00	.00	
				240-245-565.00-678	00000	OCT 2018	4/01/19	60.00	.00	
				240-245-565.00-678	00000	NOV 2018	4/01/19	45.00	.00	
						* Invoice Sub-Total:		540.00	.00	
06240	STEVE LLOYD RENTALS LLC	040	000484	12AV TR32						
				200-200-531.00-730	00000	RE-ESTABLISH	4/01/19	27,500.00	.00	
91785	WALMART COMMUNITY/GECRB	040	000485	APR19						
				100-100-510.00-601	00000	SUPPLIES	4/01/19	135.70	.00	

Option:Detail Line Items Sorted by Vendor  
 Include All

City of Columbus  
 OUTSTANDING VOUCHER LIST

3/29/19 Pgm-GL3048  
 11:22:29 Page: 2

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-100-510.00-602	00000	SUPPLIES	4/01/19	12.38	.00	
				100-110-521.00-433	00000	SUPPLIES	4/01/19	26.73	.00	
				100-110-521.00-601	00000	SUPPLIES	4/01/19	33.81	.00	
				100-110-521.00-602	00000	SUPPLIES	4/01/19	64.42	.00	
				100-152-551.24-601	00000	SUPPLIES	4/01/19	20.91	.00	
				100-152-551.24-602	00000	SUPPLIES	4/01/19	9.26	.00	
				100-152-551.24-603	00000	SUPPLIES	4/01/19	11.04	.00	
				500-500-532.50-601	00000	SUPPLIES	4/01/19	49.97	.00	
				500-501-532.60-601	00000	SUPPLIES	4/01/19	58.53	.00	
				* Invoice Sub-Total:				422.75	.00	
06241	WORTMAN JAIME	040	000486	AQUATICS						
				100-152-447.21-000	00000	REFUND LESSO	4/01/19	300.00	.00	
								=====	=====	
				INVOICE HEADER RECORDS TOTAL:				480,014.48	.00	
				INVOICE DETAIL LINE ITEMS TOTAL:				480,014.48	.00	
				INCLUDES MANUAL CHECKS TOTALING				.00	.00	
								BALANCED	BALANCED	

**NOTICE OF PUBLIC HEARING  
ON APPLICATION  
FOR NEBRASKA AFFORDABLE HOUSING TRUST FUNDS**

NOTICE IS HEREBY GIVEN that on April 1, 2019, in the Columbus Council Chambers, 1369 25 Avenue, Columbus, Nebraska, the City of Columbus will hold a public hearing or meeting as applicable concerning an application to the Nebraska Department of Economic Development for a Nebraska Affordable Housing Trust Fund (NAHTF) award. This funding is available for local affordable housing activities.

The City of Columbus, Platte County, Nebraska, is requesting \$500,000 for acquisition of property (direct homebuyer assistance) of up to \$30,000 per unit for the purchase of approximately 15 single-family homes in the City of Columbus including \$50,000 for housing management costs, and \$33,333 for general administration of the grant. The City will provide \$50,000 in matching funds for a total project cost of \$550,000. All NAHTF funds will benefit low-to-moderate income households. No persons will be displaced as a result of this project.

The grant application will be available for public inspection at City Hall, Engineering Department, 2424 14 Street, Columbus, NE. All interested parties are invited to attend this public hearing/meeting at which time you will have an opportunity to be heard regarding the grant application. Written testimony will also be accepted at the public hearing scheduled for 7:00 PM, April 1, 2019, 1369 25 Avenue, Columbus, NE. Written comments can be addressed to Janelle Kline, City Clerk at PO Box 1677, Columbus, NE 68602 and will be accepted if received on or before 4:00 PM on April 1, 2019.

Individuals requiring physical or sensory accommodations, including interpreter service, Braille, large print, or recorded materials, please contact Janelle Kline, City Clerk at City Hall, 2424 14 Street, Columbus, NE 402-562-4224 no later than March 28, 2019.

Publish: 03:22:19

Two Affidavits of Publication

**RESOLUTION NO. R19- 74**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING APPLICATION TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR NEBRASKA AFFORDABLE HOUSING TRUST FUNDS FOR DIRECT HOMEBUYER ASSISTANCE IN THE AMOUNT OF \$500,000, WITH THE CITY OF COLUMBUS PROVIDING \$50,000 IN MATCHING FUNDS, FOR A TOTAL PROJECT COST OF \$550,000, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO PROVIDE FOR THE MAYOR TO EXECUTE THE SAME.

WHEREAS, the City of Columbus, Nebraska, is an eligible unit of a general local government authorized to file an application under the Nebraska Affordable Housing Trust Fund (NAHTF) which was established by the 1996 Nebraska Affordable Housing Act. The Act was adopted to address the state’s affordable housing needs and called for a portion of the documentary stamp tax from Nebraska real estate transactions to be transferred to the NAHTF. These funds are distributed to support the provision of decent, affordable housing statewide, to encourage economic development and promote the general prosperity of all Nebraskans; and,

WHEREAS, the City of Columbus, Nebraska, has obtained its citizens’ comments on community development and housing needs, has conducted public hearing(s) upon the proposed application, and received public comment respecting the application for \$500,000 from the Nebraska Affordable Housing Trust Fund Program for acquisition of property (direct homebuyer assistance) of up to \$30,000 per unit for the purchase of approximately 15 single family homes, including \$50,000 for housing management costs and \$33,333 for general administration of the grant. The City will provide \$50,000 in matching funds for a total project cost of \$550,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the mayor be authorized and directed to proceed with the formulation of any and all contracts, documents, or other memoranda between the City of Columbus and the Nebraska Department of Economic Development so as to effect acceptance of the grant application and the required Release of Fund documents for Nebraska Affordable Housing Trust Funds.

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

**DATE:** March 19, 2019  
**TO:** City Administrator, Mayor, and City Council  
**FROM:** Mandy Gear, NENEDD  
**SUBJECT:** NAHTF application for Direct Homebuyer Assistance

**RECOMMENDATION:**

NENEDD recommends holding a public hearing for the citizens of Columbus to make public comments regarding Nebraska Affordable Housing Trust Fund grant application #19-TFHP-15059 at the April 1, 2019 City Council meeting. These grants are available to local governments for local affordable housing activities.

**DISCUSSION:**

The City of Columbus is requesting \$500,000 from the Nebraska Affordable Trust Fund Program for acquisition of property (direct homebuyer assistance) of up to \$30,000 per unit for the purchase of approximately 15 single family homes in the City of Columbus, including \$50,000 for housing management costs and \$33,333 for general administration of the grant. The City will provide \$50,000 in matching funds for a total project cost of \$550,000.

**FISCAL IMPACT:**

The City will provide \$50,000 in matching funds from their general fund.

**CONCURRENCE:**

**SIGNATURE:**

BY  \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

**Project Description:**

The City of Columbus, Platte County, Nebraska is requesting \$500,000 from the Nebraska Affordable Housing Trust Fund of which \$416,667 will be used for acquisition of property (direct homebuyer assistance) of up to \$30,000 per unit for the purchase of approximately 15 single family homes in the City of Columbus, \$50,000 for housing management costs, and \$33,333 for general administration of the grant. The City will provide \$50,000 in matching funds for a total project cost of \$550,000. All NAHTF funds will benefit low-to-moderate income households. No persons will be displaced as a result of this project.

The Direct Homebuyer Assistance Program loan shall consist of a 0% deferred interest loan due upon transfer of title. The program will be used to assist homebuyers in financing the acquisition of an existing home or newly constructed home and will serve homebuyers that are at or below 120% of the area median income for Platte County. The applicants will provide \$1,000 of their own funds to cover a portion of the required closing fees and prepaid escrow accounts, the City will provide direct homebuyer assistance through the grant and matching funds, and the lenders will provide the mortgage loans. The applicant needs to be approved first by a primary lender prior to applying for direct homebuyer funds. This will ensure the secured primary mortgage according to eligibility and income.

With the program available for existing homes and newly constructed homes, more families will benefit from the program. Direct homebuyer assistance offers an innovative product to serve low-to-moderate income households that is a benefit to the financial lenders and realtors, as well as the buyer. Direct homebuyer assistance is designed to help borrowers overcome the two primary barriers to homeownership: the lack of initial funds and low qualifying income.

The City will market the program through contact with its' many housing partners, realtors, financial institutions, newsletters, area media, and one-on-one personal contact.

The timeline to complete the NAHTF program tasks is as follows:

April 2019	Submission of Nebraska Affordable Trust Fund Application.
July 2019	City will receive Notice of Award from DED.
August 2019	The City will execute contracts with DED and NENEDD for general administration.
August 2019	NENEDD will prepare special conditions documents for Release of Funds.
September 2019	City will receive Release of Funds/Environmental Clearance.
September 2019 to June 2021	Applications will be accepted and processed for direct homebuyer assistance. Properties are inspected and approved. NENEDD will conduct Tier II reviews as properties are identified. Approved applicants will purchase homes. Project will be completed before the end of contract date and LMI families will benefit from direct homebuyer assistance in the City of Columbus.

The market indicates a need for the proposed project. On a statewide level, promoting additional households into homeownership by expanding affordable homeownership opportunities is one of the state's objectives developed to meet the housing priority of responding to regional needs for affordable, decent, safe, and appropriate housing as a part of balanced economic development in Nebraska (Source: Nebraska Annual Action Plan 2018).

In the last ten years, the City of Columbus has had 23 applicants utilize the direct homebuyer assistance program through NED, Inc. and 22 applicants through the City's reuse funds, for a total of 45 applicants, benefitting the City of Columbus by \$992,222 and demonstrating the history and need for the program. This proposed project will allow for the efficient implementation of activities that will provide the opportunity for improved affordability of decent housing and a suitable living environment.

The City of Columbus understands and encourages partnerships to accomplish community goals and ensure successful implementation of projects. The City will partner with the Northeast Nebraska Economic Development District (NENEDD) for general administration and housing management services. NeighborWorks Northeast Nebraska (NWNEN), the Columbus Housing Taskforce, local financial institutions, and realtors will also be key players in the promotion and implementation of the project.

Additional projects demonstrating the housing need in Columbus as well as members of the development team involved include the following:

- Since 2005, the City of Columbus has participated in the Comprehensive Revitalization (CR) program which, now along with the Comprehensive Investment & Stabilization (CIS) program, is known as the Comprehensive Development (CD) program. It has been highly successful, producing over \$2.5 million in various improvements in the target area. To date, 43 single family units have been purchased and rehabilitated by partnering with NWNEN and sold to LMI households, and 3 vacant, dilapidated properties have been acquired, demolished and lots cleared. The lots were then deeded over to NWNEN to construct new homes for LMI households.
- In 2017, the City of Columbus was awarded \$293,500 of CD Phase II Year 1 funding to be used for infrastructure improvements and for the purchase/rehabilitation/resale (P/R/R) of 3 single family units utilizing a subrecipient agreement with NWNEN.
- In 2018, the City was awarded \$516,000 of CD Phase II Year 2 funding for infrastructure improvements and the P/R/R of four single family units utilizing a subrecipient agreement with NWNEN.
- In 2018, the City was awarded \$850,000 for the Rural Workforce Housing Fund. This was the maximum award given and was one of four applications that received funding at that level. Local match was given by the City of Columbus LB840 fund, Columbus Development Corporation, United Way Endowment, and Columbus Community Foundation.
- The City sold land near the Armed Forces Readiness Center and will be used for the development of 10 workforce housing homes.

This proposed project will allow for additional funding mechanisms to assist in expanding affordable homeownership opportunities within the Columbus community.

**2019 APPLICATION FOR NEBRASKA AFFORDABLE TRUST FUND (NAHTF) – HOUSING PROJECTS**

Nebraska Department of Economic Development (DED)

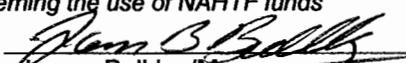
**Part I. General Information**

TYPE OR PRINT ALL INFORMATION

**DED USE ONLY**

Pre-Application Number:  
19-TFHP-15059

Date Stamp:

1. Applicant Information		2. Application Preparer Information	
<p>Name: <u>City of Columbus</u></p> <p>Contact Person: <u>Renee Whiting</u></p> <p>Address: <u>PO Box 1677</u></p> <p>City/State/Zip: <u>Columbus, NE 68602</u></p> <p>Phone: <u>402-562-4232</u></p> <p>Fax: <u>402-562-1380</u></p> <p>Email: <u>Renee.Whiting@columbusne.us</u></p> <p>Tax ID: <u>47-606144</u></p> <p>DUNS #: <u>050273192</u></p> <p><input checked="" type="checkbox"/> Unit of Local Government    <input type="checkbox"/> Nonprofit 501(c)(3)</p> <p><input type="checkbox"/> Local Housing Authority    <input type="checkbox"/> Nonprofit 501(c)(4)</p>	<p>Name: <u>Northeast Nebraska Economic Development District</u></p> <p>Contact Person: <u>Mandy Gear</u></p> <p>Address: <u>111 S 1<sup>st</sup> Street</u></p> <p>City/State/Zip: <u>Norfolk, NE 68701</u></p> <p>Phone: <u>402-379-1150</u></p> <p>Fax: <u>402-379-9207</u></p> <p>Email: <u>mandy@nenedd.org</u></p> <p>Application Preparer (check one)</p> <p><input type="checkbox"/> Local Staff                      <input type="checkbox"/> Out of State Consultant                      <input type="checkbox"/> In State Consultant</p> <p><input type="checkbox"/> Nonprofit Organization                      <input checked="" type="checkbox"/> Economic Development District                      <input type="checkbox"/> Other</p>		
3. Program Activities (Check all that apply. Activities should be clarified in Part's II and III.)			
<p><input type="checkbox"/> Owner Occupied Rehab    <input type="checkbox"/> Demolition                      <input checked="" type="checkbox"/> Acquisition                      <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Infrastructure Development    <input type="checkbox"/> Development Subsidy                      <input type="checkbox"/> Purchase/Rehab/Resale</p> <p><input type="checkbox"/> New Construction                      <input checked="" type="checkbox"/> Direct Homebuyer Assistance                      <input type="checkbox"/> Rental Rehab, Conversion, Adaptive Reuse</p> <p><input type="checkbox"/> Rental    <input type="checkbox"/> Homebuyer                      <input type="checkbox"/> With Rehab</p>			
4. District Indicator	5. Service Area		
<p><input checked="" type="checkbox"/> Congressional District 1</p> <p><input type="checkbox"/> Congressional District 2</p> <p><input type="checkbox"/> Congressional District 3</p>	<p>Legislative District(s): <u>22</u></p> <p>Enterprise Zone:                      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Area to be served [city, county(ies)]: <u>Columbus, Platte County</u></p>		
6. Affordability Period	7. Household Beneficiaries		
<p><input type="checkbox"/> 5-9 years</p> <p><input type="checkbox"/> 10+ years</p>	<p>#                      at or below 80% of the Area Median Family Income</p> <p>#                      at or below 100% of the Area Median Family Income</p> <p># 15 at or below 120% of the Area Median Family Income</p> <p>#                      Total</p>		
8. Certifying Official:			
<p><i>To the best of my knowledge and belief, data and information in this application is true and correct, including any commitment of local or other resources. The governing body of the applicant has duly authorized this application. This applicant will comply with all Federal and state requirements governing the use of NAHTF funds</i></p>			
<p>Signature in Blue Ink: </p>		<p><u>3/20/19</u></p>	
<p>Typed Name and Title: <u>James Bulkley/Mayor</u></p>		<p>Date Signed:</p>	
<p>Address/City/State/Zip: <u>PO Box 1677, Columbus, NE 68602</u></p>			
9. Submit the Original Application to:		Upload Single PDF of Full Application to:	
<p>Nebraska Department of Economic Development Housing Application Coordinator Housing and Community Development 301 Centennial Mall South – PO Box 94666 Lincoln, NE 68509-4666</p>		<p><a href="https://negov.sharefile.com/r-r3b6eb5fa1e447828">https://negov.sharefile.com/r-r3b6eb5fa1e447828</a></p>	
<p><i>Individuals, who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.</i></p>			

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, April 1, 2019, at 7 P.M. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a Redevelopment Plan entitled: "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project)," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard 23 Street Corridor Area (a/k/a Redevelopment Area 6), located east of 33 Avenue and west of East 11 Avenue, between 19 Street and 27 Street, in Columbus, Nebraska, as depicted on the map of the redevelopment area, available in the office of the City Clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224. Additionally, the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk.

Dated this 14 day of March, 2019.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline, City Clerk

Publish: 03:14, 21:19  
Two Affidavits of Publication

**RESOLUTION NO. R19- 75**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA (4J CAPITAL REDEVELOPMENT PROJECT)".

WHEREAS, the City Council of the City of Columbus, Nebraska, (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, Section 10 of Resolution No. R18-10 declared the areas legally described in that resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 6 (the "23rd Street Corridor Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the 23rd Street Corridor Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the 23rd Street Corridor Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the 23rd Street Corridor Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the 23rd Street Corridor Redevelopment Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on March 11, 2019; and

WHEREAS, subsequent to the Planning Commission recommendation and approval, the Agency revised the Redevelopment Plan to provide further details and correct the legal description therein; and

WHEREAS, the Mayor and Council accept the Redevelopment Plan as revised and find that all conditions precedent to approval have occurred; and

WHEREAS, the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. The Redevelopment Plan attached as Exhibit "A" complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from

disposal of property to the redeveloper; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment area, as designated in the Redevelopment Plan which method of financing is the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan, which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SPECIAL CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: March 7<sup>th</sup>, 2019  
TO: Planning Commission Members  
FROM: Tara Vasicek, City Administrator  
RE: 4J Capital, Redevelopment Plan for Area 6

### RECOMMENDATION:

Approval of the redevelopment plan for blight and substandard 'Area 6' to the Mayor and City Council.

### DISCUSSION:

4J Capital, City staff and legal counsel have ensured that the plan meets the land uses in the redevelopment area as described in the Plan. The plan was designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**EXHIBIT "A"**  
**Redevelopment Plan**

(See attached)

**REDEVELOPMENT PLAN FOR  
THE 23RD STREET CORRIDOR REDEVELOPMENT AREA  
(4J CAPITAL REDEVELOPMENT PROJECT)  
COLUMBUS, NEBRASKA**

**PREPARED FEBRUARY, 2019  
FOR  
THE COMMUNITY DEVELOPMENT  
AGENCY OF  
COLUMBUS, NEBRASKA**

**A. Introduction**

This Redevelopment Plan for a blighted and substandard area of the City of Columbus, Nebraska (“Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (the “City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, passed a resolution designating certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of section 18-2103 of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act"). One of the areas designated by the Council as blighted and substandard and in need of redevelopment is the area commonly referred to as "Redevelopment Area 6" a/k/a the "23rd Street Corridor Area" (referred to herein as the "Redevelopment Area").

This Redevelopment Plan submits the implementation of a redevelopment project in the Redevelopment Area utilizing the tax increment financing ("TIF") resources available for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions, as further described in paragraph D of this Redevelopment Plan (the “Redevelopment Project”). The Redevelopment Project contemplates the construction of an apartment complex consisting of approximately 180 market rate residential units, 303 parking stalls, and a 3,400 square foot clubhouse within the Redevelopment Area.

The Redevelopment Project is located within a small portion of the Redevelopment Area. Accordingly, the City anticipates that it will amend this Redevelopment Plan to set forth additional redevelopment projects in the future.

**B. Redevelopment Area; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 6," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is approximately located east of 33rd Avenue and west of East 11th Avenue, between 19th Street and 27th Street.

**C. Project Site**

Exhibit "B", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

#### **D. Conformance with the Comprehensive Plan**

It is essential to the City's comprehensive plan that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The comprehensive plan recommends "contiguous growth of residential land use" throughout the neighborhood encompassing the Redevelopment Area.

Additionally, the "Envision Columbus 2040" plan states that the City's "inadequate housing supply remains one of the City's greatest challenges." The "2017 City of Columbus Housing Study" noted the need for additional housing. The study included the following conclusions, among many other findings:

- The City must produce additional housing options across all price-points to enable movement in the market.
- Like the desire for more affordable housing options, respondents indicated their strong desire for a variety of smaller housing options including small and mid-size single-family homes, townhomes, duplexes, apartments, and independent senior living opportunities.
- Many respondents expressed the desire for more quality housing units and for better property maintenance overall.

Redeveloper intends to develop the Project Site for the purpose of constructing a 180-unit apartment complex. The City's comprehensive plan and other plans for development and expansion of the City contemplate the need for housing, with specific emphasis on smaller housing options. This Redevelopment Plan and the Redevelopment Project described herein further those goals and comply with the City's comprehensive plan for land use and development.

Exhibit "C", attached hereto and incorporated herein, shows the future use map (showing the Redevelopment Area and surrounding areas) included within the City's comprehensive plan. The map sets forth a B-2 (General Commercial) designation for future use of the Redevelopment Area. Multi-family residential is a permitted use within B-2 zoning districts under the City's zoning ordinance. Accordingly, the Redevelopment Project complies with the City's future use map and comprehensive plan.

#### **E. Redevelopment Project Overview**

The Project Site is located directly west of East 6th Avenue, to the north of East 23rd Street. The Project Site is approximately 8.17 acres made up of one tax parcel. The

Redevelopment Project will consist of approximately 180 residential apartment units, 303 parking stalls, and a 3,400 square foot clubhouse. Exhibit "D", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

Redeveloper does not yet own the real property within the Project Site but has entered into a purchase option agreement with the current owner. If Redeveloper exercises its option, it may purchase the Project Site for \$592,400. Redeveloper intends to exercise its purchase option upon the approval of this Redevelopment Plan (i.e., TIF is needed to assist with the cost of acquisition). No public acquisition of the Project Site is necessary. No families will be displaced as a result of the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public improvements, as well as private improvements, as described in paragraph F of this Redevelopment Plan. The anticipated "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF is January 1, 2020. Redeveloper anticipates completion of 60% of the Redevelopment Project by December 31, 2019, and full completion by December 31, 2020.

**F. Existing Conditions**

**1. Existing Land Use**

Other than the public street adjacent thereto, the Project Site consists of vacant, undeveloped land.

**2. Existing Zoning**

The Project Site is currently zoned as B-2 (General Commercial). B-2 zoning permits multi-family residential development.

**3. Existing Public Improvements**

The street adjacent to the Project Site (East 5th Avenue) provides access to the Project Site. Water and sewer infrastructure exists in the areas adjacent to the Project Site and will be extended therefrom to serve the Project Site.

**G. Proposed Redevelopment**

**1. Public Improvements**

The Redevelopment Project will require infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The public street adjacent to the Project Site (East 5th Avenue) provides access to the Project Site. As shown on the site plan in Exhibit "D", Redeveloper will construct internal private roadways, parking lots and sidewalks for use by the apartment's employees, residents and their guests. Redeveloper will cooperate with the City to address any issues related to increased traffic flow and other street improvement issues created by the Redevelopment Project. All streets, sidewalks and other infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sanitary sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. The current estimated costs of construction and installation of water and sewer improvements for the Project are approximately \$110,000 for storm water improvements, \$110,000 sanitary sewer improvements, and \$ 70,000 fire/domestic water improvements.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the apartment complex. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. Such public improvements shall include the construction of electrical distribution improvements. The current estimated cost of said electrical distribution improvements is approximately \$85,000.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. Redeveloper intends to purchase the Project Site from the current owner subsequent to approval of this Redevelopment Plan. Pursuant to a purchase option agreement between Redeveloper and the current owner, the sale price of the Project Site will be \$592,400.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Adequate public infrastructure exists to accommodate the increase in population density anticipated in relation to the Redevelopment Project.

g. Land Coverage

Land coverage for the Project Site includes approximately 8.17 acres of undeveloped land. The Redevelopment Project will consist of the construction of an apartment complex consisting of approximately 180 residential units, 303 parking stalls, and a 3,400 square foot clubhouse, as shown on the site plan set forth in Exhibit "D". The Redevelopment Project will comply with all applicable land coverage ratios required by the City.

h. Parking

The Redevelopment Project includes the construction of 303 parking stalls, consisting of 84 attached garages, 84 tandem stalls, and 135 surface stalls. All parking facilities will comply with the City's zoning ordinance.

g. Zoning, Building Code and Ordinance

The Project Site is zoned as B-2 (General Commercial). A change of zoning is not necessary for the construction of a multi-family residential apartment complex. Owner has obtained a Special Use Permit to allow one dwelling unit per 1,978 square feet of lot area on the Project Site. Notwithstanding the foregoing, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

**3. Private Improvements**

Private improvements for the Redevelopment Project Area consist of the construction of an apartment complex consisting of approximately 180 residential units, 303 parking stalls, and a 3,400 square foot clubhouse. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraphs E and I of this Redevelopment Plan details the anticipated implementation of the private improvements.

**H. Project Costs**

The total estimated costs of the Redevelopment Project are \$26,738,280. A breakdown of the estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "E".

**I. Implementation**

The Project is a single-phase project. Redeveloper anticipates construction of both the private and public improvements to begin in the Spring of 2019. Redeveloper anticipates that it will complete sixty percent of construction by the end of 2019. Redeveloper anticipates that it will complete all construction by the end of 2020. The anticipated start date and completion date for the Project are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

**J. Financing**

The City and the Community Development Agency for the City (the "Agency") contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below).

### **1. Necessity of TIF**

In Redeveloper's application requesting TIF, Redeveloper advised the City that it would not be economically feasible to develop the Redevelopment Project without TIF. According to Redeveloper, the cost to construct the apartment complex is significantly greater than the Redevelopment Project's as-completed fair market value. Further, without the assistance of TIF, the return on investment for the Redevelopment Project would be too low to attract prudent investors given the risks involved in preparing the site, constructing the apartment complex, stabilizing the occupancy rates in the apartments, and other business risks. Thus, according to the Redeveloper, the Redevelopment Project as designed would not be constructed without TIF.

### **2. Sources and Uses of Financing**

Based upon the projections provided in Exhibit "F", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of a TIF bond or note in an amount not to exceed \$2,866,500 (the "TIF Indebtedness").

As shown on Exhibit "F", the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Redevelopment Project is \$26,738,280. As such, the TIF Indebtedness will cover less than 11% of the total cost. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by via mix of owner's equity (16%), traditional bank financing (71%), and a Rural Workforce Housing Fund loan (2%). Redeveloper and the Agency will provide a detailed breakdown of the TIF sources and uses in the redevelopment contract for the Redevelopment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

**K. Cost-Benefit Analysis**

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "G" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Project Area and Depiction of Existing Land Use
- Exhibit B: Project Site
- Exhibit C: Future Land Use
- Exhibit D: Site Plan
- Exhibit E: Estimated Construction Cost of the Redevelopment Project
- Exhibit F: Sources and Uses of TIF
- Exhibit G: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use

Depiction of Redevelopment Area (outlined in black):

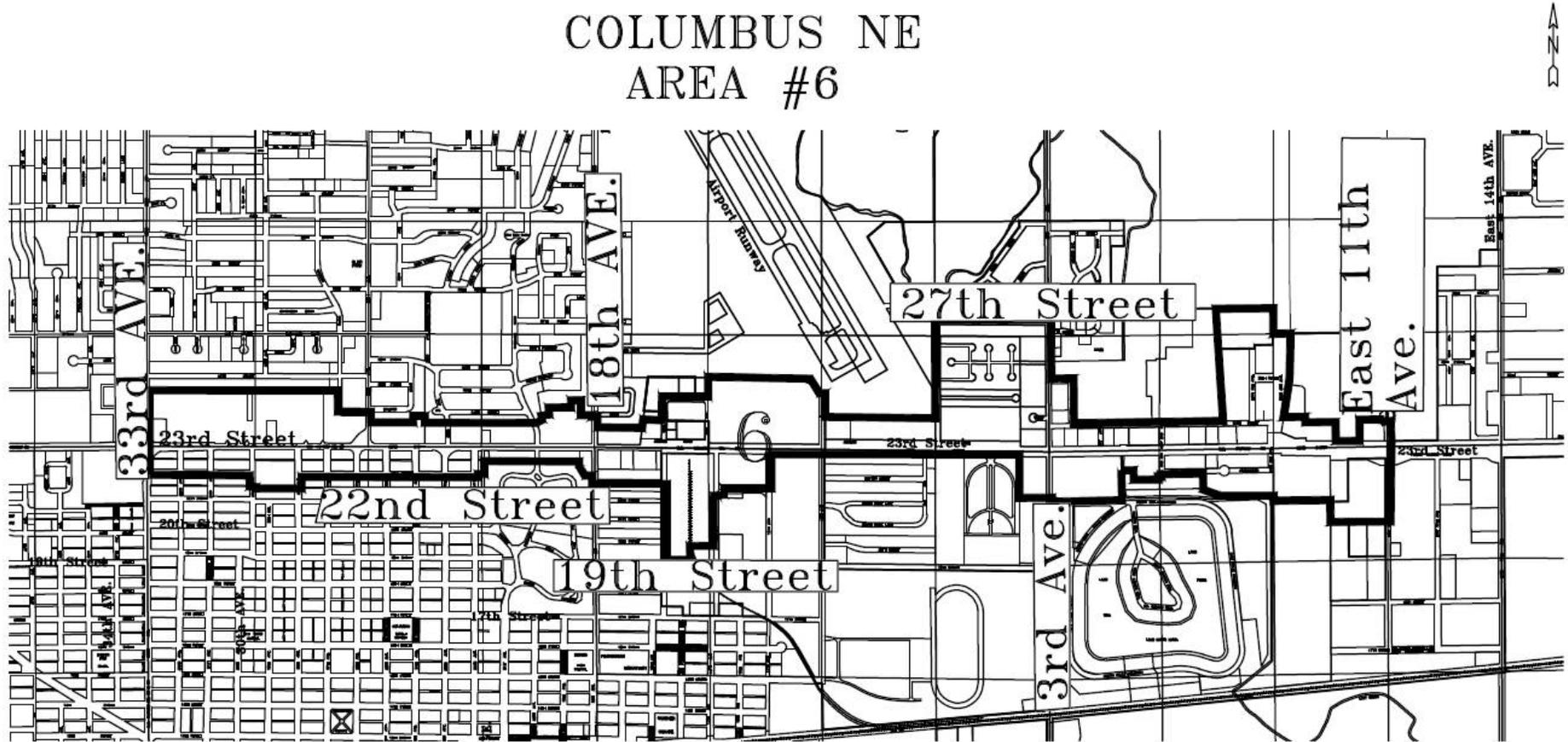


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

**EXHIBIT "B"**

**Project Site**

Legal Description:

The Flats Addition, a plat of the Southwest Quarter of Section 16, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., and a replat of Lots 32 and 33, Block 'A', Village 1<sup>st</sup> Addition, an Addition to the City of Columbus, Platte County, Nebraska.

TOGETHER WITH

All public rights-of-way contiguous thereto.

Depiction (outlined in red):

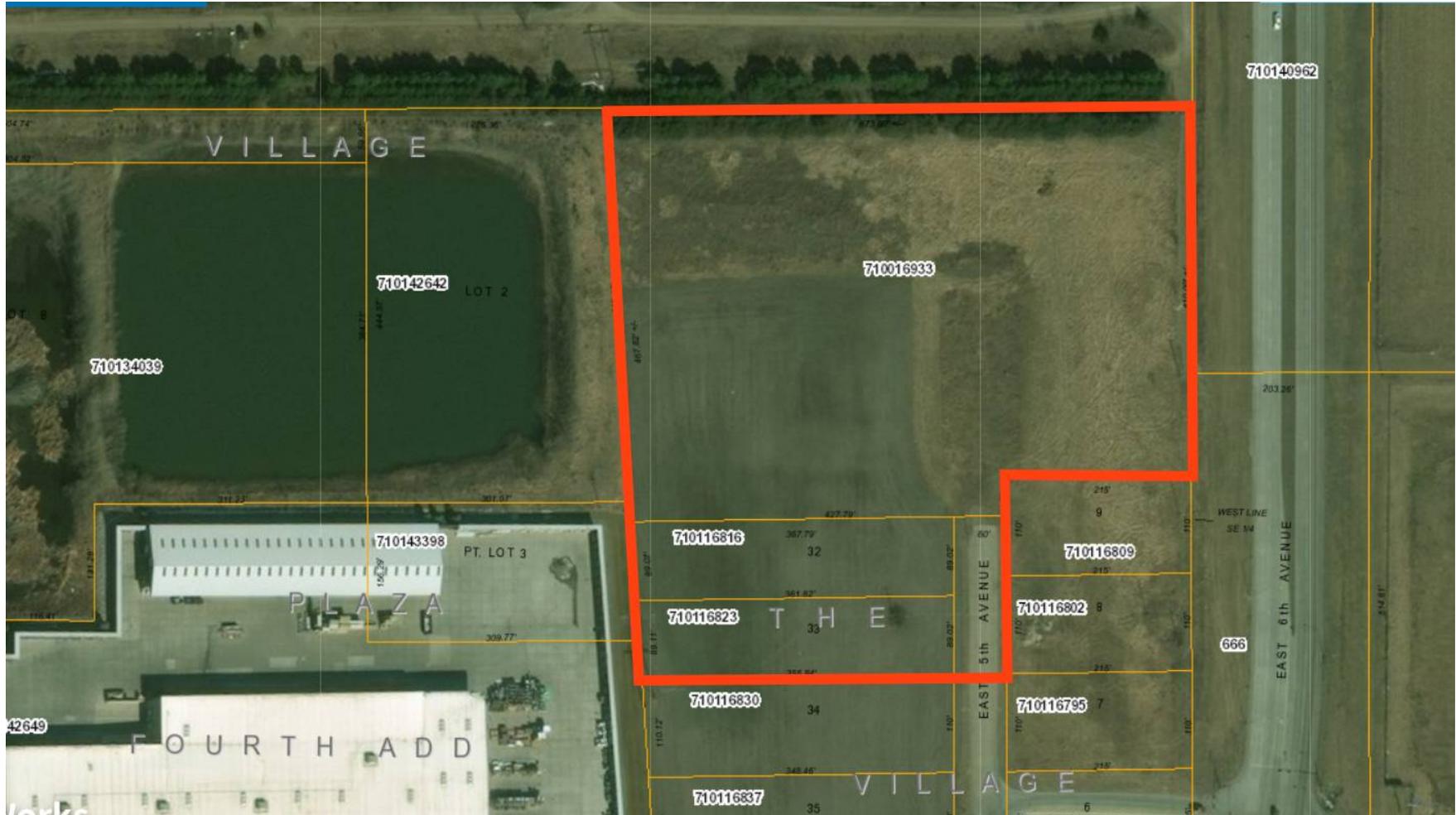
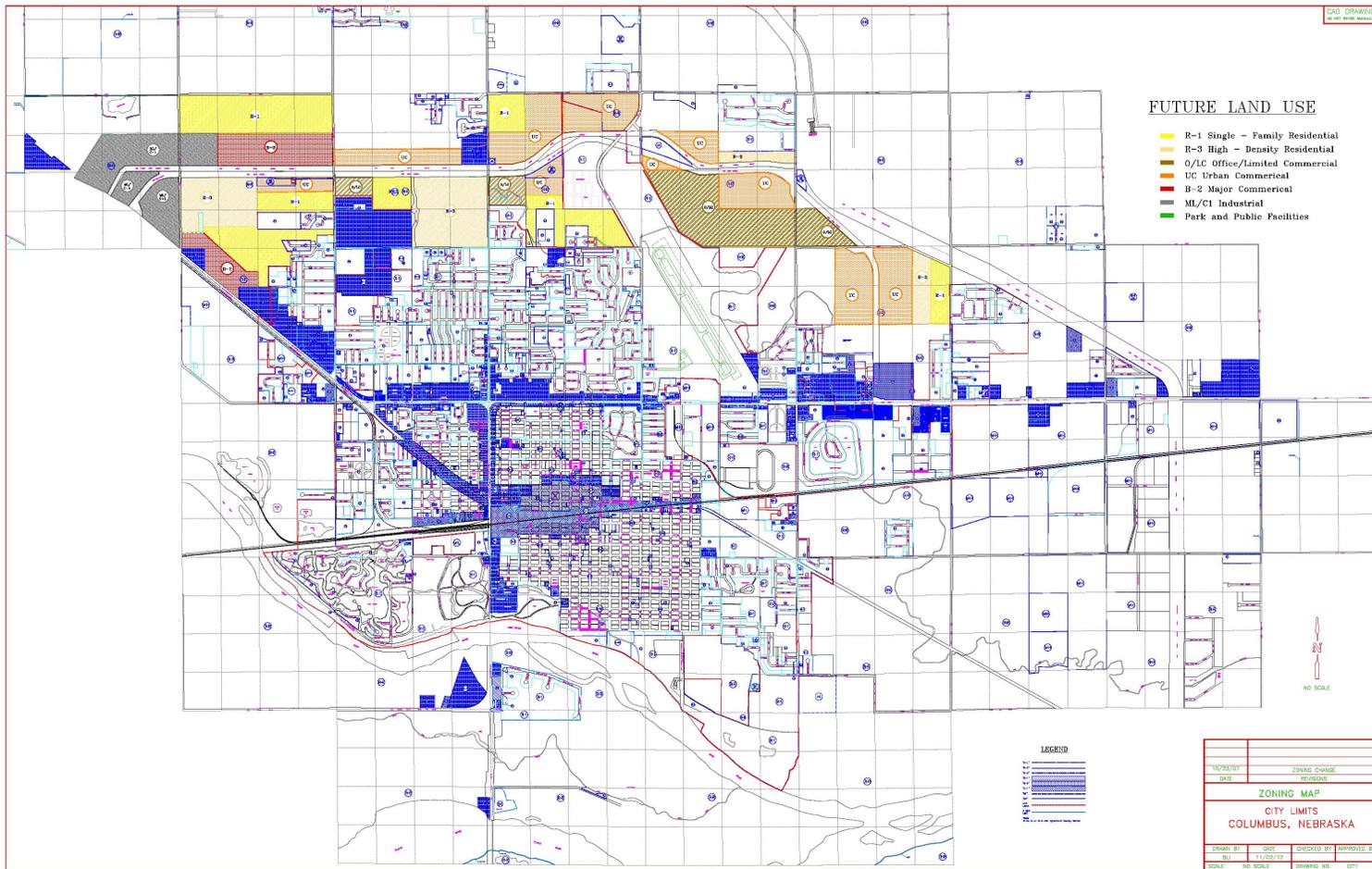


Exhibit "B"



# EXHIBIT "C"

## Future Land Use Map

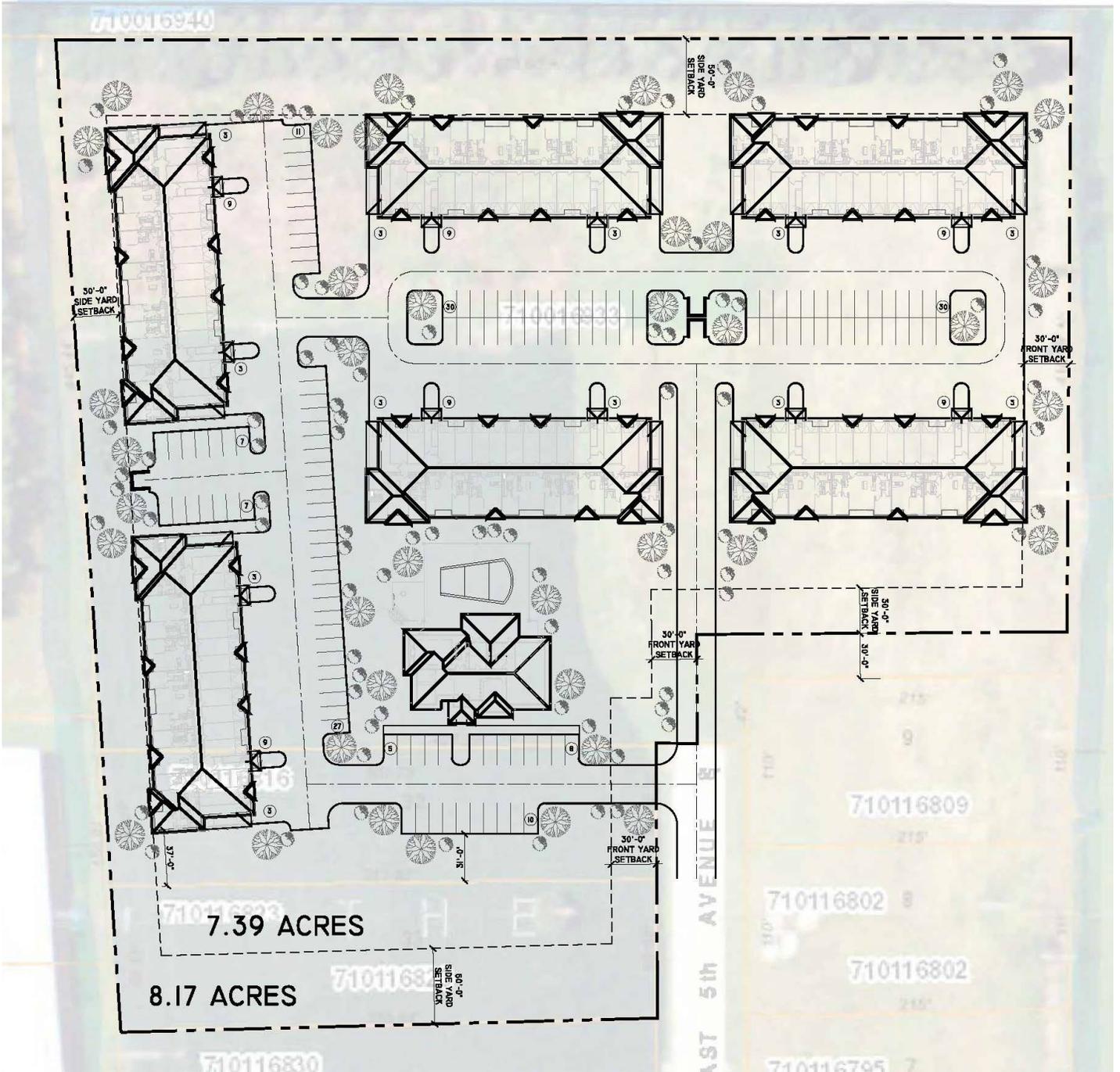


\* A legible version of the above Future Land Use Map is available at the office of the City Clerk.

Exhibit "C"

**EXHIBIT "D"**

**Site Plan**



\* The attached depiction is a preliminary site plan for reference purposes only and is subject to change.

**EXHIBIT "E"**

**Estimate of Construction Costs**

Land acquisition	\$592,400
Site development	\$1,600,000
Building cost	\$19,365,220
Architectural/engineering fees	\$250,000
Legal fees	\$25,000
Financing costs	\$1,293,625
<u>Contingencies</u>	<u>\$3,612,035</u>
<b>TOTAL:</b>	<b>\$26,738,280</b>

\* The above figures are preliminary projections and subject to change.

**EXHIBIT "F"**

**Sources and Uses of TIF**

**SOURCES**

Assumptions:

Base Tax Amount of Project Site	\$217,230
Post-Redevelopment Valuation	\$14,624,071
Tax Levy	1.92369
TIF Revenues/Year	\$274,371
Total TIF Revenues	\$4,115,565

**USES**

Land acquisition	\$592,400
Façade Enhancements**	
Vinyl to Hardwood	\$323,220
Vinyl to Stone/Masonry	\$247,353
Site Preparation	
Earthwork/Surcharge	\$425,000
Utilities	
Water and Sewer	\$110,000
Storm Water	\$110,000
Fire/Domestic Water	\$70,000
Electrical	\$85,000
Sidewalks	\$102,907
Energy Enhancements**	
13 SEER to 15 SEER	\$465,400
Architecture and Engineering fees	\$205,294
Legal fees	\$25,000
Construction Management General Conditions	\$128,309
Construction Management fees	\$134,724
<b>TOTAL:</b>	<b>\$3,024,607</b>

\* The above "sources" and "uses" for the Redevelopment Project are estimates based upon the assumptions of Redeveloper and are subject to change.

**EXHIBIT "G"**

**Cost-Benefit Analysis  
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth below:

Assumptions:

Base Tax Amount of Project Site	\$217,230
Post-Redevelopment Valuation	\$14,624,071
Tax Levy	1.92369
TIF Revenues/Year	\$274,371
Total TIF Revenues	\$4,115,565

Notes:

*The Base Tax Amount provided above is based upon the assessed value of the Project Site in 2018.*

*The projected TIF Revenues are based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2018 levy rate. The Post-Redevelopment Valuation accounts for the average estimated Post-Redevelopment Valuation over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation be paid for by the Redeveloper with such cost to be reimbursed by TIF. Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate revenues for the City. The Redevelopment Project and new residences therein will require and pay for City services. Additionally, the City will be benefitted by the sales tax charged on materials used to construct the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

Other than the management and leasing offices for the apartment complex, it is not anticipated that any employers will locate within the Project Site. However, the Redevelopment Project is anticipated to provide additional housing for employees in the area. The Redevelopment Project is not anticipated to have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Redevelopment Project should have a material positive impact on private sector businesses surrounding the Project Site. The Redevelopment Project will provide much needed

housing in the community, which will benefit employers, employees, and the City in general. Further, the residences constructed as part of the Redevelopment Project should increase the need for services and products from existing businesses, such as household products and general consumer services.

The project is not anticipated to have a negative impact on local employers. Construction of the apartment complex should create a pool of additional employees in the City and/or additional housing options for current employees.

**5. Impacts on student populations of school districts within the City:**

The addition of school age children as a result of this Redevelopment Project will have an impact on the Columbus School District. Assuming each dwelling unit will result in 2.5 persons and there is a traditional family in each unit, a student population increase of .5 children per household is possible for a total of 90 new students. However, based upon the target demographic, the unlikelihood that all inhabitants will be new residents, and size of the apartments, Redeveloper and the City expects this number to be much lower. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. The school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF Indebtedness payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses or straining the public infrastructure. There are no other material impacts determined by the City or Agency relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the benefits of the Redevelopment Project outweigh the costs.

**RESOLUTION NO. R19- 76**

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY 4J CAPITAL, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA (THE 4J CAPITAL REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (The 4J Capital Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between 4J Capital, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between 4J Capital, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SPECIAL CITY ATTORNEY

**EXHIBIT "A"**  
**Redevelopment Agreement**

(See attached)

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (“Redevelopment Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City Council of the City of Columbus, Nebraska (the "Council"), as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the “Agency”) and 4J Capital, LLC, a Nebraska limited liability company (“Redeveloper”). The Agency and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

### **WITNESSETH:**

WHEREAS, the Council has adopted and approved a plan entitled “Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project),” as amended (the “Plan”), and provided therein is a redevelopment project for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “Redevelopment Project Area”), which is located in the City of Columbus, Nebraska (the "City"), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Council; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing ("TIF") provided by the Agency to Redeveloper in this Redevelopment Agreement; and

WHEREAS, Redeveloper, pursuant to the Plan, intends to construct an apartment complex within the Redevelopment Project Area, as depicted on the proposed site plan for the redevelopment project attached hereto and incorporated as Exhibit “B”, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Agreement as the “Redevelopment Project”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or shall be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize the issuance of a tax increment revenue bond (the “Bond”), to provide for eligible costs relating to the Redevelopment Project as shall be more specifically described in a resolution to be adopted by the governing body of the Agency (the “Resolution”), and under the Resolution shall designate the Agency's Treasurer (being the City Treasurer of the City) to act as Paying Agent and Registrar (the “Agent”) for the Bond pursuant to the Resolution; and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Resolution.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

**Section 1. Representations, Warranties and Covenants of Redeveloper.**

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized to enter into and perform its obligations under this Redevelopment Agreement and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Agreement, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Agreement and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) Throughout the term of this Redevelopment Agreement and subject to the provisions of section 19 of this Redevelopment Agreement, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes. Provided, however, this paragraph shall not apply in the last five (5) years of the term as long as Redeveloper makes all necessary payments in lieu of taxes and/or deficiency payments required under this Redevelopment Agreement for the remainder of its term.
- (d) Redeveloper or its assignee shall complete the Redevelopment Project on or before December 31, 2020, at an estimated cost of \$26,738,280.00.
- (e) Redeveloper has not received, nor is it aware of, notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (f) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a

timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

- (g) The execution and delivery of this Redevelopment Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Agreement are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (h) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (i) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies derived from ad valorem incremental real estate taxes generated from the Redevelopment Project, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Agreement, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (j) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (k) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, as amended or transferred, to

determine the work eligibility status of new employees physically performing services on the Redevelopment Project.

- (l) Redeveloper owns or has contracted to purchase all real property within the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.
- (m) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Agreement, if applicable. The Agency, the City and Redeveloper shall be named as additional insureds on such policies. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or Redeveloper, as the case may be, with respect to any specific contract, shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (n) At all times during the term of this Redevelopment Agreement, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.
- (o) Upon full execution of this Redevelopment Agreement, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$10,000 (less any amounts already paid by Redeveloper to Agency), payable to the Agency or Agency's special counsel, for fees incurred in relation to the Plan and this Redevelopment Agreement. Special counsel fees incurred by the Agency in relation to the Bond shall be reimbursed in the manner prescribed under Section 8.

**Section 2. Incorporation of Plan; Agency to Issue Tax Increment Bond.**

This Redevelopment Agreement hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Redevelopment Agreement, as described in Exhibit "C", attached hereto and incorporated herein (the "TIF-Eligible Improvements"), the Agency shall proceed to issue the Bond on the form provided in Exhibit "D", attached hereto and incorporated herein, in

the principal amount not to exceed \$2,866,500.00, pursuant to the Resolution with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Resolution.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be set forth in the Resolution. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Project Area on January 1 of the year prior to the effective date. Upon written request from Redeveloper before July 1 of the year of the effective date, the Agency shall file notice to secure such effective date in the manner prescribed by the Act.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date. Upon receipt, the Agency shall deposit the proceeds of the Bond with the City Treasurer of the City, pursuant to the Resolution, and said Treasurer shall disburse said proceeds to the holder of the Bond (but only from available grant monies) to provide for reimbursement of all or a portion of the costs of the TIF-Eligible Improvements, as identified and allocated on Exhibit "C" ("Eligible Costs"), to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency ("Eligible Costs Certifications"). Each such reimbursement shall be and constitute a grant to Redeveloper made under the terms of this Redevelopment Agreement and the Act. Redeveloper may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such Eligible Costs.

Unless otherwise determined by the governing body of the Agency, the proceeds of the Bond shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

**Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.**

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Agreement (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

- (b) Redeveloper intends to create a taxable real property valuation of not less than \$14,624,071.00 within the Redevelopment Project Area (the “Minimum Valuation”) no later than December 31, 2020. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper, together with its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.
- (c) If, during the period of this Redevelopment Agreement and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper shall: (1) seek to protest the valuation of the Redevelopment Project Area upwards such that the average valuation of the Redevelopment Project Area is equal to or greater than the Minimum Valuation; (2) make a payment in lieu of taxes to the Agency upon thirty (30) days written notice in the amount of the shortfall equal to the amount of the anticipated incremental ad valorem taxes generated as a result of the Redevelopment Project less the amount actually generated; provided, however, that Redeveloper shall only be obligated to make such payment in lieu of taxes to the extent that the actual incremental ad valorem taxes generated are insufficient to meet the current debt service payments on the Bond; (3) if Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; or (4) if Redeveloper is the holder of the Bond, in the event of a shortfall of annual incremental taxes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper unconditionally forgives any such shortfall amounts not reimbursed at the end of the fifteen (15) year period prescribed by the Act.
- (d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, further agree as follows:
- (i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and
  - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project Area or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
  - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any

law of the State of Nebraska or federal law with respect to the Redevelopment Project Area; and

- (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project Area or Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
- (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes are divided in relation to the Redevelopment Project.

**Section 4. Release and Indemnification.**

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions arising directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

**Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Agreement.**

Redeveloper and Agency agree and acknowledge that this Redevelopment Agreement and the undertakings of Redeveloper and the Agency as herein provided for shall be considered

as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Agreement it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper shall record a copy of this Redevelopment Agreement, or memorandum thereof in a form approved by the Agency, against all real estate located in the Redevelopment Project Area and such document shall remain of record until the Bond has been paid in full or matured. The Agency shall have the authority to execute any such memorandum without additional public determinations or meetings. As and to the extent that this Redevelopment Agreement does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Agreement. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area after the recording of this Redevelopment Agreement and before the issuance of the Bond. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Agreement and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Agreement.

**Section 6. Default and Remedies upon Default.**

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Agreement:
  - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Agreement;
  - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
  - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or

- (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
  
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper (1) may suspend its performance under this Redevelopment Agreement, including suspension of contracting for TIF-Eligible Improvements or disbursement of monies for Eligible Costs or other improvements until receiving adequate assurances from Redeveloper or Agency that Redeveloper or Agency has cured the default and will continue performance under this Redevelopment Agreement; and (2) may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Agreement; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct private improvements, TIF-Eligible Improvements, or the Redevelopment Project.
  
- (c) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-Eligible Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the City Treasurer and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall

accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall repay the same to the Agency within thirty (30) days' written demand thereof. Provided, however, the remedy set forth in this provision shall not apply if construction of the Redevelopment Project has been completed and is fully assessed.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Agreement is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.

**Section 7. Status of Agency and City.**

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

**Section 8. Manner of Sale of Bond.**

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Agreement undertakes any responsibility with respects to the sale or placement of the Bond. Any such sale or placement of the Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "E". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Prior to issuance of the Bond, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the Redevelopment Project and issuance of the Bond in the amount of \$15,000, less any such payments previously made by Redeveloper to the Agency or its special counsel with respect to the Redevelopment Project. Such reimbursement shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

**Section 9. Indemnification and Penal Bond**

Redeveloper hereby agrees to indemnify and save the City and Agency harmless from any payment or liability to which the City or Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. If applicable, Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

**Section 10. Additional Parties Added as Redeveloper.**

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

**Section 11. Redevelopment Agreement Binding Upon Successors and Assigns.**

This Redevelopment Agreement is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Agreement shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, upon the prior written approval of the Agency, not to be unreasonably withheld. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Agreement, in whole or in part, to

any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Agreement (as and to the extent of any such assignment with respect to the assignee). No assignment by Redeveloper to the assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Agreement (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

**Section 12. Titles of Sections.**

Any titles of the several Sections of this Redevelopment Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

**Section 13. Notices.**

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

4J Capital, LLC  
Attention: Jeff Royal  
5420 Nicholas St.  
Omaha, Nebraska 68132

with a copy to:

Cline, Williams, Wright, Johnson & Oldfather, LLP  
Attention: Andrew Willis  
233 South 13th Street  
1900 US Bank Building  
Lincoln, NE 68508

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency  
Offices of the City of Columbus  
Attention: City Administrator  
2424 14th Street  
P.O. Box 1677  
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

**Section 14. Severability.**

If any provision of this Redevelopment Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Agreement shall not affect the remaining portions of this Redevelopment Agreement or any part thereof.

**Section 15. Counterparts.**

This Redevelopment Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 16. Law Governing.**

The Parties agree that this Redevelopment Agreement shall be governed and construed in accordance with the laws of Nebraska.

**Section 17. Time of the Essence.**

Time shall be of the essence of this Redevelopment Agreement.

**Section 18. Termination.**

This Redevelopment Agreement shall commence as of the date first above written and shall terminate upon the earlier of fifteen years after the effective date set forth in the Resolution or payment of all principal and interest owed toward the Bond.

**Section 19. Force Majeure Event.**

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Agreement in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by

acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**Section 20. Effect of Redevelopment Agreement.**

This Redevelopment Agreement (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Agreement shall be of any force and effect.

(Signatures on following pages)

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Redevelopment Agreement to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF COLUMBUS, NEBRASKA

By: \_\_\_\_\_  
Chairperson (Council President)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF PLATTE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Council President, and \_\_\_\_\_, City Clerk, of the governing body of the Community Development Agency of the City of Columbus, Nebraska on behalf of such agency.

\_\_\_\_\_  
Notary Public



**Exhibit "A"**  
**Redevelopment Project Area**

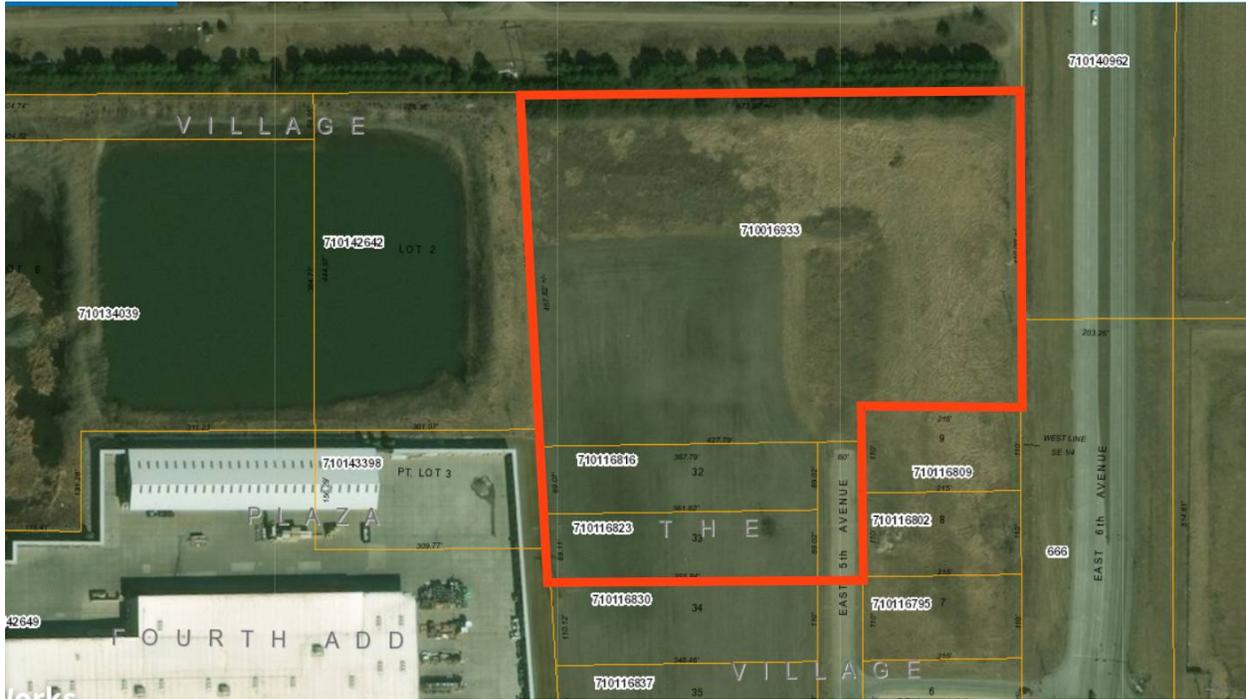
**Redevelopment Project Area Legal Description:**

The Flats Addition, a plat of the Southwest Quarter of Section 16, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., and a replat of Lots 32 and 33, Block 'A', Village 1<sup>st</sup> Addition, an Addition to the City of Columbus, Platte County, Nebraska.

TOGETHER WITH

All public rights-of-way contiguous thereto.

**Redevelopment Project Area Depiction:**



\* Redevelopment Area outlined in red

# THE FLATS ADDITION FINAL PLAT

A PLAT OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 8TH P.M., AND A REPLAT OF LOTS 32 AND 33, BLOCK 'A', VILLAGE 1ST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SEC. 16-117N-1E (NOT PART OF THIS FINAL PLAT)

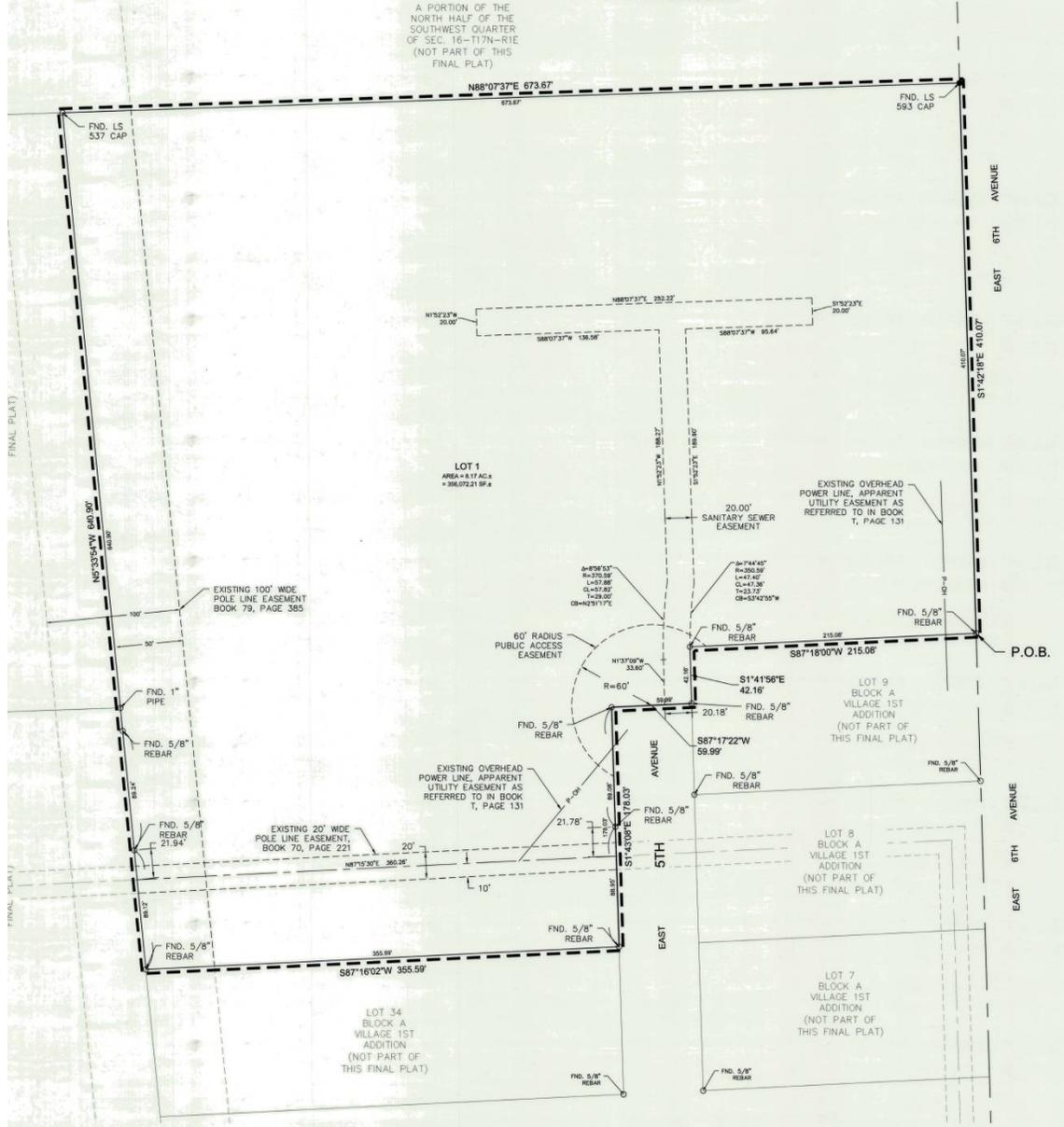
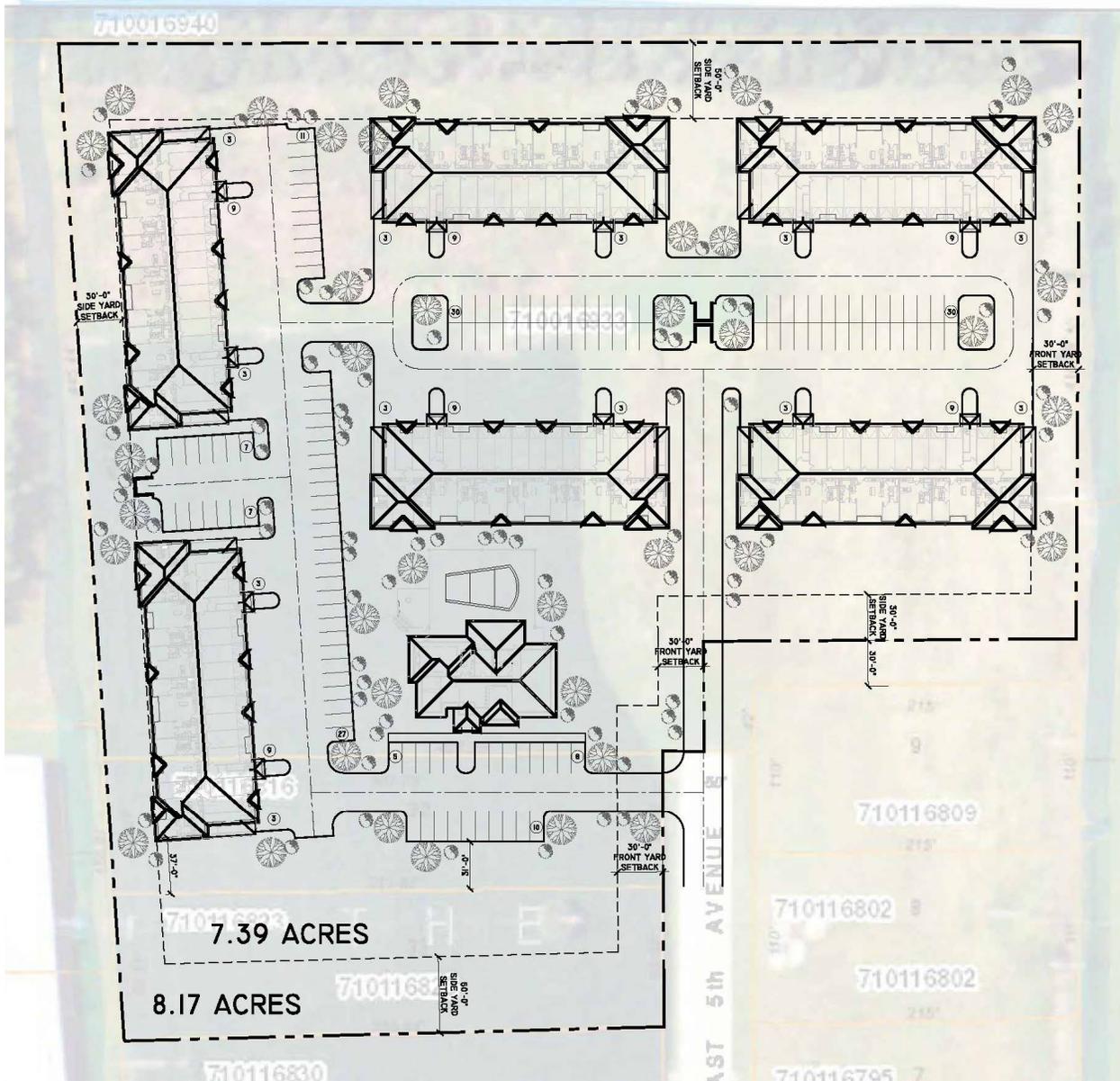


Exhibit "A"

**Exhibit "B"**  
**Redevelopment Project Plan**



\* The attached depiction is a preliminary site plan for reference purposes only and is subject to change.

**Exhibit "C"**  
**Projected TIF Sources and Uses**

**Projected TIF Sources:**

Tax Levy	1.92369
Interest Rate	5.0%
Number of Years	15
Bond Amount	Not to Exceed \$2,866,500

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$217,230.00	\$4,137.04
Completed Project	\$14,624,071.00	\$278,508.57
<hr/> Difference	<hr/> \$14,406,841.00	<hr/> \$274,371.53
Annual TIF Amount:	\$274,371.53	
Total TIF Amount:	\$4,115,572.95	

\* The projected Total TIF Amount provided above contemplates completion of an apartment complex consisting of approximately 180 market rate residential units, 303 parking units, and a 3,400 square foot clubhouse on or before December 31, 2020. No increase in assessed valuation attributable to 2019 taxes is included as part of the anticipated Total TIF Amount.

**Projected TIF Uses (i.e., TIF-Eligible Improvements and Eligible Costs):**

Land acquisition	\$592,400
Façade Enhancements**	
Vinyl to Hardwood	\$323,220
Vinyl to Stone/Masonry	\$247,353
Site Preparation	
Earthwork/Surcharge	\$425,000
Utilities	
Water and Sewer	\$110,000
Storm Water	\$110,000
Fire/Domestic Water	\$70,000
Electrical	\$85,000
Sidewalks	\$102,907
Energy Enhancements**	
13 SEER to 15 SEER	\$465,400
Architecture and Engineering fees	\$205,294
Legal fees	\$25,000
Construction Management General Conditions	\$128,309
<u>Construction Management fees</u>	<u>\$134,724</u>
<b>TOTAL:</b>	<b>\$3,024,607</b>

\* The above figures are only estimates of the Eligible Costs and other costs, and such actual costs will be reflected in the cost certifications required under Section 2 of the Redevelopment Agreement.

\*\* Eligible Costs are projected to be in excess of \$2,866,500, but the Bond is limited to \$2,866,500, which is approximately the principal sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project accounting for a 5 percent interest rate paid on the Bond. Under no circumstances shall the principal paid on the Bond exceed the Eligible Costs actually expended and evidenced by Redeveloper.

\*\*\* All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Agreement under this Exhibit "C".

**Exhibit "D"**  
**Form of Bond**

**UNITED STATES OF AMERICA**

**STATE OF NEBRASKA**

**COUNTY OF PLATTE**

**TAX INCREMENT REVENUE BOND OF**  
**THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA**  
**(4J CAPITAL, LLC, REDEVELOPMENT)**

**SERIES 20\_\_**

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

Principal Amount

Interest Rate Per Annum

Final Maturity Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency for the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 202\_\_ and semiannually thereafter on December 1 and June 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person

Exhibit "D"

entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Agreement (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Columbus, Nebraska, on \_\_\_\_\_, 2019, as amended (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Agreement" (as defined in the Resolution) and the terms and conditions of the Redevelopment Agreement are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

**A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.**

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Agreement and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after

Exhibit "D"

May 1, 20\_\_ and which are attributable to valuation increases of the real estate described in the Redevelopment Agreement and within the Project Area based on any increase in the taxable value determined as of January 1, 20\_\_.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Columbus shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMMUNITY DEVELOPMENT AGENCY  
FOR THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: \_\_\_\_\_ (Sample – Do Not Sign)

Chairperson (Council President)

\_\_\_\_\_  
(Sample – Do Not Sign)

Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency for the City of Columbus, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	4J Capital, LLC	(Sample – Do Not Sign)

**Exhibit "E"**  
**Form of Investor Letter**

\_\_\_\_\_, 20\_\_

Community Development Agency  
Offices of the City of Columbus  
Attention: City Administrator  
2424 14th Street  
P.O. Box 1677  
Columbus, NE 68602

Re: Tax Increment Revenue Bond of the Community Development Agency of  
the City of Columbus, Nebraska (4J Capital, LLC, Redevelopment), Series  
20\_\_

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above Bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of Redeveloper

for said project (the “Redeveloper”) and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF COLUMBUS, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF COLUMBUS OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by 4J Capital, LLC, a Nebraska limited liability company, as redeveloper related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of redeveloper.

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

4J CAPITAL, LLC, a Nebraska limited liability company

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

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

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

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## MEMORANDUM

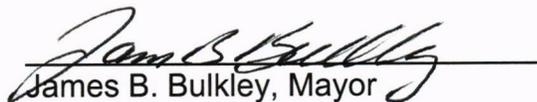
**DATE:** March 18, 2019  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the April 1, 2019, City Council meeting per City Council Rules.

**COLUMBUS HOUSING AUTHORITY: (Five-Year Term)**

**Jean Knapp, 137 Center Road, Columbus, Nebraska**

Jean Knapp has been a resident of Heritage House for the past 9 years. She is currently the secretary of the Heritage House Club, and has attended the CHA board meetings as a resident for some time. She has enjoyed learning about running a facility such as Heritage House, such as the regulations of the H.U.D. and keeping high occupancy levels. She is an active resident who participates in numerous social activities that are provided at Heritage House. She has been a member of the Senior Center Advisory Board for the last six years, and is active as a volunteer for other community organizations as well.

  
James B. Bulkley, Mayor

FILED

MAR 11 2019

CITY CLERK  
COLUMBUS, NEBR.

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Knights of Columbus**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

4901 37th St. Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

47-0808333

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	8-16-2019	8-17-2019	_____	_____	_____	_____
Event Date(s):	_____	_____	_____	_____	_____	_____
Event Start Time(s):	8:00am	8:00am	_____	_____	_____	_____
Event End Time(s):	1:00am	1:00am	_____	_____	_____	_____

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Temporary Street Tents

Event Street Address/City: 26th Avenue between 13th and 14th Street

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

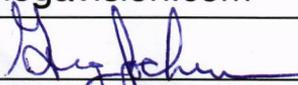
Outdoor area to be licensed in length & width: 300 X 100 (Diagram Form #109 must be attached)

Type of Event: Dance / Beer Garden - Columbus Days Estimate # of attendees: 1500

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

Event Contact Name: Greg Jochum Event Contact Phone Number: 402-270-2653

Event Contact Email: gjochum@megavision.com

\*Signature Authorized Representative:  Printed Name Greg Jochum

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

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

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

Local Governing Body Authorized Signature

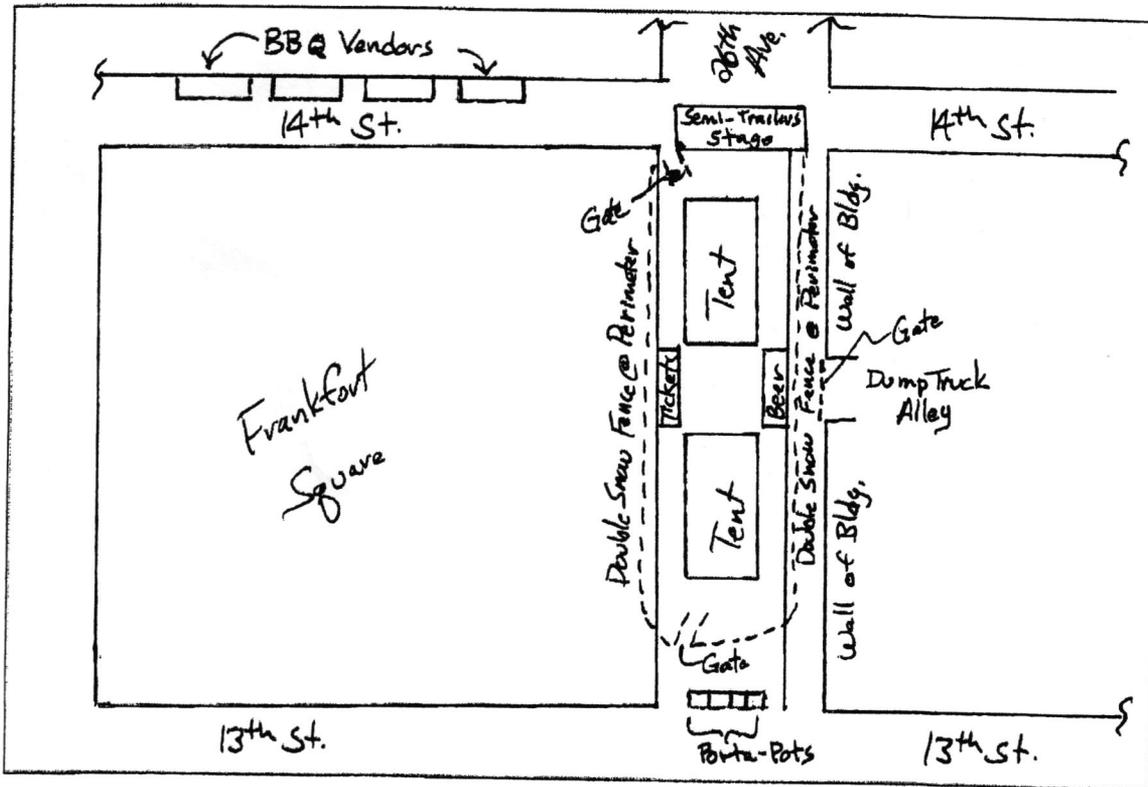
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED *Knights of Columbus Members will provide gate attendees and Chamber Committee members/staff will patrol & be present on interior*

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

USER ID: jlgokie@jgokie.com

TYPE OF NON-PROFIT: (Check one that best applies)

Municipal \_\_\_ Political \_\_\_ Fine Arts \_\_\_ Fraternal  Religious \_\_\_ Charitable \_\_\_ Public Service \_\_\_

FEDERAL ID # 47-0808333

NAME OF NON-PROFIT CORPORATION (AS NAME IS EXACTLY LISTED BY THE IRS):

Knights of Columbus

ADDRESS: 4901 37th Street

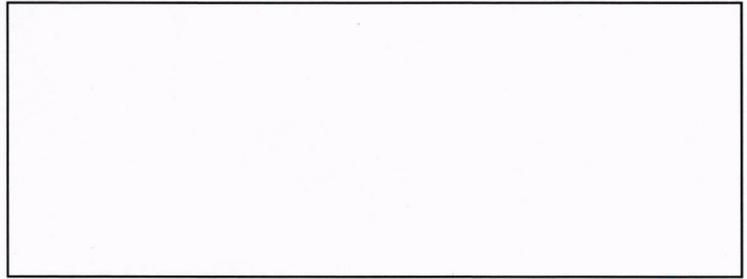
CITY Columbus COUNTY Platte ZIP 68601

CONTACT PERSON: Jeff Gokie

EMAIL ADDRESS: jlgokie@jgokie.com

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

**Knights of Columbus**

NAME OF CORPORATION

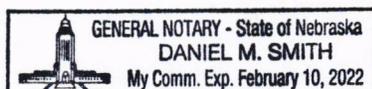
**47-0808333**

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 6<sup>th</sup> DAY OF March, 2019



NOTARY PUBLIC SIGNATURE & SEAL



# COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES S. SHERER, CHIEF OF POLICE 

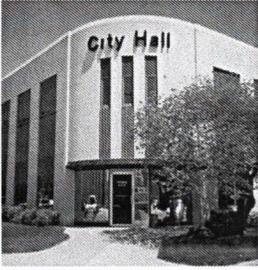
DATE: MARCH 26, 2019

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
KNIGHTS OF COLUMBUS  
4901 37<sup>TH</sup> STREET  
COLUMBUS, NEBRASKA 68601  
GREG JOCHUM, SUPERVISOR

This application for special designated license is for the purpose of serving beer to attendees of an outdoor beer garden on August 16, 2019 and August 17, 2019 from 8:00 A.M. until 1:00 A.M. in the 1300 block of 26<sup>th</sup> Avenue. This event will be supervised by Greg Jochum. It is expected that approximately 1500 people will attend this event. Sergeant Strecker spoke Greg Jochum about this event.

The licensed area will include a fenced in open area. Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. Security will also be on the premises that will help to ensure that the laws are followed. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times.

This report will serve as notice that local law enforcement has been informed in advance of this event. Law enforcement has no opinion on the issuance.



# The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Joint Communications (402) 562-4261

Fax (402) 563-1380

## memorandum

**DATE:** March 25th, 2018

**TO:** Tara Vasicek, City Administrator *[Signature]*

**FROM:** Pam Sybrant, Communications Director *[Signature]*

**RE:** Communications Console Purchases

**RECOMMENDATION:**

Approve the purchase of the Watson Dispatch Consoles from Dick Buss & Associates in the amount of \$85,884.50.

**DISCUSSION:**

We received two quotes for the dispatcher consoles for the Joint Communication Center-each quote was for the exact same items with the same features. The first quote is from Dick Buss and Associates for 4 consoles for a price of \$85,884.50. The second quote is from Thomas Shelby & Company Incorporated for 4 consoles for a price of \$98,770.00.

**FISCAL IMPACT:**

This purchases has already been budgeted for and is within the budgeted amounts allowed.



# City of Columbus

## Quote Sheet for Purchases

Department: JOINT COMMUNICATIONS

Charge to Account Number: 211-755

Department Head Approval: *Pam Sybrant*

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

City Administrator Approval: *[Signature]*  
(For Purchases of \$5,000 to \$40,000)

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

Date: 3/25/2019 Time: 12:47 PM

Vendor Name: Dick Buss & Associates

Vendor Employee Name: Dick Buss

Telephone: (608)987-2100

Quote For: Joint Communication Center Dispatch Consoles

Quote Includes:	Item Totals:
4-Dispatcher Console Stations with miscellaneous equipment, price includes delivery and setup on location at 1304 Bill Babka Drive, Columbus, Ne 68601	\$85,884.50
<b>Total:</b>	<b>\$85,884.50</b>

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delivery Date: 7/1/2019 Shipped By: STI, Old Dominion or comparable

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

Tax Excluded

City Employee Obtained Quote: Pam Sybrant-Communications Director

Project: Columbus/Platte County NE

**Sold to**

Company name: COLUMBUS/PLATTE COUNTY NE  
 Contact Person:  
 Contact Phone:  
 Contact Fax:

**Distributor**

Company name: DICK BUSS & ASSOCIATES  
 Salesman: Dick Buss  
 Salesman Phone: 608-987-2100  
 Salesman Fax: 608-345-2104

#	Qty	Part Number	Description	Sell	Ext. Sell
<b>4 Consoles</b>					
1	4	149550-KIT	GROUNDING BAR, 1/4" x 2" 6", 10 HOLE KIT WITH INSULATORS AND MTG BRACKET	\$102.23	\$408.90
2	2	HD6H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$3,742.08	\$7,484.16
3	2	HD6H245118L-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, NO GROMMET	\$2,304.73	\$4,609.45
4	1	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$2,304.73	\$2,304.73
5	1	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$2,304.73	\$2,304.73
6	4	HD6W3684D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 84"W x 24-50"H, WITH CONTOUR EDGE, DUAL MONITOR ARRAY	\$7,818.72	\$31,274.88
7	4	HG6TS84N	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 84"W CONSOLE, NO GROMMET	\$687.70	\$2,750.80
8	8	HGA	MERCURY ARRAY	\$1,183.34	\$9,466.72
9	2	HGBS2418S-C	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, CENTER	\$68.15	\$136.30
10	2	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND	\$68.15	\$136.30
11	1	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$68.15	\$68.15
12	1	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$68.15	\$68.15
13	2	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$26.02	\$52.04
14	2	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$26.02	\$52.04
15	6	HGSR5154FAC	MERCURY RETURN SCREEN, 51"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	\$799.22	\$4,795.32
16	4	HGSS8454FAC	MERCURY SPINE SCREEN, 84"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	\$1,301.06	\$5,204.22
17	2	HGSWIBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	\$20.45	\$40.89
18	1	HHC2418	MERCURY HUB COVER, 24"D x 18"H	\$40.27	\$40.27
19	1	HHC2418	MERCURY HUB COVER, 24"D x 18"H	\$40.27	\$40.27
20	2	HPPD242008L	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 20"W x 8"H, LEFT HAND	\$483.25	\$966.50
21	2	HPPD242008R	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 20"W x 8"H, RIGHT HAND	\$483.25	\$966.50
22	2	HTB242024L	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, LEFT HAND	\$1,034.65	\$2,069.30
23	2	HTB242024R	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, RIGHT HAND	\$1,034.65	\$2,069.30
24	2	S16-1300-115223-O-S-L	MODIFIED HPSOD - MERCURY PERSONAL STACKER, *11"D* x, *52.125"W* x *23.375"H*, *OPEN* *WITH HARDWARE TO ATTACH TO MERCURY HUBS*, *WITH GROMMET, AS PER DRAWING*, LEFT HAND SINGLE	\$909.50	\$1,819.00
25	2	S16-1300-115223-O-S-R	MODIFIED HPSOD - MERCURY PERSONAL STACKER, *11"D* x, *52.125"W* x *23.375"H*, *OPEN* *WITH HARDWARE TO ATTACH TO MERCURY HUBS*, *WITH GROMMET, AS PER DRAWING* RIGHT HAND SINGLE	\$909.50	\$1,819.00
26	4	TXXSTATUS	STATUS LIGHT	\$827.10	\$3,308.40
27	4	TXXTECHAUBKT	HEADSET JACK MOUNT BKT, BLACK	\$51.42	\$205.69
28	8	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$22.30	\$178.43
29	4	TXXTECHDATA25	TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft	\$36.55	\$146.21
30	4	TXXTECHPH25	TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft	\$16.73	\$66.91
31	4	TXXTECHUSB-CHRG	TECH LINK, USB CHARGER INSERT	\$94.17	\$376.69
32	24	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$27.26	\$654.24
<b>Total 4 Consoles</b>				<b>\$85,884.50</b>	

Subtotal Product \$85,884.50  
 Grand Total \$85,884.50



Thomas Shelby & Company, Inc.  
309 South Park Drive  
St. Marys, OH 45885

**Quotation**

**DATE:** 03.19.2019

**Columbus – Platte County**  
2610 14<sup>th</sup> Street  
Columbus, NE

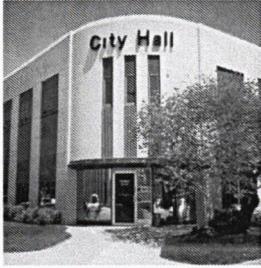
*Thank you* for giving us the opportunity to quote your **WATSON DISPATCH** consoles located in **Columbus-Platte County** for **(4) Mercury Pro positions**.

Qty	Part #	Description	Cost
1		Quote for Qty. 4 - Mercury Pro Consoles with Environmental Controls and In-Dash power. Per drawings attached.  11 Techports per position to include: 6 - USB ports 1 - CAT6 RJ45 Data port 2 - 3.5mm Stereo ports 1 - RJ11/RJ12 Phone port 1 - USB Charging insert	\$98,770.00

\*\*Quote includes Delivery and Installation in Total Price\*\*

Amount to be paid to Thomas Shelby & Co.

**Total** \$98,770.00



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Joint Communications (402) 562-4261

Fax (402) 563-1380

**memorandum**

**DATE:** March 25th, 2018  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Pam Sybrant, Communications Director  
**RE:** Communications Furniture Purchases

**RECOMMENDATION:**

Approve the purchase of the miscellaneous furniture for the Joint Communications Center from Office Net of Columbus for a total of \$14,011.88.

**DISCUSSION:**

We received three quotes for the furniture needed for the Joint Communication Center-each vendor was given the same list of the furniture required and gave quotes based on that list. The first quote is from Office Net for a price of \$14,011.88. The second quote is from Eakes Office Solutions for a price of \$16,388.74. The third quote is from Indoff Incorporated for \$14,076.33.

**FISCAL IMPACT:**

This purchases has already been budgeted for and is within the budgeted amounts allowed.



# City of Columbus

## Quote Sheet for Purchases

Department: JOINT COMMUNICATIONS

Charge to Account Number: 211-755

Department Head Approval: *Pam Sybrant*

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

City Administrator Approval: *[Signature]*  
(For Purchases of \$5,000 to \$40,000)

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

Date: 3/22/2019 Time: 10:06 AM

Vendor Name: Office Net

Vendor Employee Name: Lori Klein

Telephone: (402)56401309 x14

Quote For: Joint Communication Center Furniture

Quote Includes:	Item Totals:
Miscellaneous Office Furniture (see attached list) includes delivery and setup	\$14,011.88
<b>Total:</b>	<b>\$14,011.88</b>

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delivery Date: 6/1/2019 Shipped By: Office Net

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

Tax Excluded

City Employee Obtained Quote: Pam Sybrant-Communications Director

# Office net™

Fremont | Columbus | Grand Island

Prepared For:

City of Columbus  
Communications Center

Quote:  
By:  
Notes:

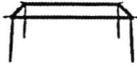
*Lou Klein*  
402-366-4385 (cell #)  
402-564-1309 x 14 (o/c.)

2/28/2019

Line #	Qty	Mfg	Part Description	List/Sell Price	Extended	
1	2	LLR	LLR 59688	Tabletop, Laminate, w/ Wire Box, 96" x 48", Weathered Charcoal	\$362.00 \$142.91	\$724.00 \$285.82



2	2	LLR	LLR 59585	BASE, CONF, KNIFE, 9648	\$659.00 \$266.91	\$1,318.00 \$533.82
---	---	-----	-----------	-------------------------	----------------------	------------------------



3	16	LLR	LLR 60316	CHAIR, TASK, MESH	\$385.00 \$153.91	\$6,160.00 \$2,462.56
---	----	-----	-----------	-------------------	----------------------	--------------------------



4	20	LLR	LLR 83113	Stacking Chairs, No Arms, 21-1/2" x 25" x 33", 2/CT, Black	\$278.00 \$125.11	\$5,560.00 \$2,502.20
---	----	-----	-----------	--	----------------------	--------------------------



5	2	LLR	LLR 82094	Chair, Accent, Gray Linen Fabric, 25-1/2" x 29" x 28", Walnut Gray	\$369.00 \$148.11	\$738.00 \$296.22
---	---	-----	-----------	--	----------------------	----------------------



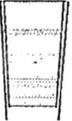
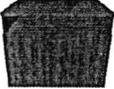
6	2	LLR	LLR 88029	FILE, LATERAL 36 WIDE 3DR, LIGHT GRAY	\$909.00 \$478.71	\$1,818.00 \$957.42
---	---	-----	-----------	---------------------------------------	----------------------	------------------------



Prepared For:

Quote:  
By:  
Notes:

2/28/2019

Line #	Qty	Mfg	Part Description	List/Sell Price	Extended
7	2	LLR	LLR 60433 FILE,LATERAL,5DRW,42",GY	\$1,596.00 \$833.41	\$3,192.00 \$1,666.82
					
8	1	LLR	LLR 34411 CABINET,STORAGE,24X36X72,LG	\$795.00 \$278.21	\$795.00 \$278.21
					
9	2	LLR	LLR 70062 Wire Shelving, 5-shelf, Light-duty, 36" Wx 14"Dx 72"H, Silver	\$149.00 \$59.51	\$298.00 \$119.02
					
10	1	LLR	LLR 16201 Tabletop, f/Relevance Leg Frames, 60" Wx29-1/2"D, Weathered Charcoal	\$139.00 \$49.11	\$139.00 \$49.11
					
11	2	LLR	LLR 16205 Side Leg, Desk-height, f/29-1/2"D Desktop, 29"Dx28-1/2"H, Silver	\$165.00 \$58.41	\$330.00 \$116.82
					
12	1	LLR	LLR 16213 File Cabinet Credenza, Open Shelf, 29-1/2"Wx 22"Dx 23-1/8"H, Weathered Charcoal	\$489.00 \$175.11	\$489.00 \$175.11
					

Prepared For:

Quote:  
By:  
Notes:

2/28/2019

Line #	Qty	Mfg	Part Description	List/Sell Price	Extended
13	1	LLR	LLR 16215		
			Storage Cabinet Credenza, w/No Door, 29-1/2"Wx 22"Dx 23-1/8"H, Weathered Charcoal	\$199.00 \$71.91	\$199.00 \$71.91
					
14	1	LLR	LLR 69659		
			Storage Cabinet, Tall Compartment, 23 -5/8"x 23-5/8"x 65-5/8", Weathered Charcoal	\$969.00 \$363.11	\$969.00 \$363.11
					
15	1	LLR	LLR 16222		
			60"x30" Weather Charcoal Table Top	\$72.91 \$72.91	\$72.91 \$72.91
16	1	LLR	LLR 16224		
			Desk Frame for 30" Top	\$124.41 \$124.41	\$124.41 \$124.41
17	1	LLR	LLR 16213		
			File Cabinet Credenza	\$167.11 \$167.11	\$167.11 \$167.11
18	1	LLR	LLR 55661		
			Dry Erase Boards- Magnetic Glass 8'x4'	\$220.11 \$220.11	\$220.11 \$220.11

Prepared For:

Quote:  
By:  
Notes:

2/28/2019

Line #	Qty	Mfg	Part Description	List/Sell Price	Extended	
19	2	LLR	LLR 52508	BOARD, GLASS, MAGNETIC, 3646	\$230.00	\$460.00
					\$99.91	\$199.82



20	3	SPR	LLR 55637	TRAY,BOARD,GLASS,12"	\$8.59	\$25.77
					\$4.91	\$14.73

21	1	HON	HVL585	Swivel tilt high-back big and tall chair adj arms	\$551.00	\$551.00
					\$309.64	\$309.64



\$(1) Grd 1 Uph

.ES UPH: Black Upholstery

10 COLOR: Black

.T FRAME: Black

22	1	STO	7754SNS/7700F	Multi-Function, Mid Back w/Seat Slider, Adj. Arms, Fabric Seat	\$569.00	\$569.00
					\$309.00	\$309.00



BLACK Black 9106

Prepared For:

Quote:  
By:  
Notes:

2/28/2019

Line #	Qty	Mfg	Part Description	List/Sell Price	Extended
23	4	RAYNFE55ERGIR	<i>Euro-Tech Chair with Headrest Black (Dispatch)</i>	\$1,452.00 \$679.00	\$5,808.00 \$2,716.00
				<b>Subtotal:</b>	<b>\$14,011.88</b>

Total List: \$30,727.31

Your Price: **\$14,011.88**

Approved By: X

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

Note: The client is responsible to sign off on quote prior to ordering and agrees to finishes as specified. Above quote does not include sales tax. OfficeNet is not responsible for storage fees to hold products if customer cannot accept delivery by requested date. Price quote is good for 60 days. If using a purchase order; Please fax/attach this documentation with the PO. The above quote represents a payment made by cash or net 30 days. Any payment after 30 days may be subject to additional fees.

12 Locations Serving  
the Midwest

www.eakes.com



**Eakes**  
office solutions

2911 13th Street  
Columbus, NE 68601  
(402)564-2679  
(402)564-0295

**Quotation 34349**

**Quote Date** 03/07/19

**Customer** 554936

**Terms** 10th of every month

**Account Representative** Greg Gasper

**Quote To**

Columbus, City Of  
2424 14TH STREET  
COLUMBUS NE 68601

**Ship To**

Columbus, City Of  
2424 14TH STREET  
COLUMBUS NE 68601

Description	Quantity	Unit Price	Extended Price
1 59688 - 96x48 table EAKES	2	160.92	321.84
2 59585 - 96x48 table base EAKES	2	287.66	575.32
3 60316 - conf. room chairs EAKES	16	172.82	2,765.12
4 83113 - Stack chairs EAKES	20	150.24	3,004.80
5 82094 - Accent chairs EAKES	2	174.17	348.34
6 88029 - 3-drawer file EAKES	2	484.32	968.64
7 60433 - 5-drawer file EAKES	2	850.08	1,700.16
8 34411 - Storage cabinet 36x72 EAKES	1	402.24	402.24
9 70062 - Wire shelving EAKES	2	63.53	127.06
10 16201 - 60x30 worksurface EAKES	1	53.82	53.82
11 16205 - Side leg EAKES	2	63.10	126.20
12 16213 - Credenza EAKES	1	196.95	196.95

12 Locations Serving  
the Midwest

www.eakes.com



**Eakes**  
office solutions

2911 13th Street  
Columbus, NE 68601  
(402)564-2679  
(402)564-0295

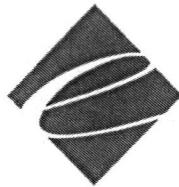
**Quotation 34349**

**Page 2 / 4 (cont'd)**

Description	Quantity	Unit Price	Extended Price
13 16215 - Storage credenza EAKES	1	77.81	77.81
14 69659 - Tall storage cabinet EAKES	1	406.69	406.69
15 16222 - 60x30 Table top EAKES	1	81.84	81.84
16 16224 - Desk frame 30 EAKES	1	134.37	134.37
17 16213 - Credenza EAKES	1	196.95	196.95
18 52508 - 4x3 Whiteboard EAKES	2	103.10	206.20
19 55661 - 8x4 Whiteboard EAKES	1	244.47	244.47
20 55637 - Whiteboard tray EAKES	3	4.26	12.78
21 HVL585 - Swivel tilt high-back big and tall chair adj arms <b>Fabric Options:</b> \$(1): Grd 1 Uph .ES: UPH: Black Upholstery 10: COLOR: Black <b>Select Frame Color:</b> .T: FRAME: Black HON	1	275.50	275.50
22 V-FE55ERG - Ergohuman hi back-fabric seat and back <b>Fabric Grade Selection:</b> 1: Grade 1 KEDAR: Kedar KD-IRN: Iron <b>Outlast Cooling Fabric:</b> ~: NO Selection EUR	4	755.04	3,020.16
23 MFT9450 - APOLLO MULTI-FUNCTION MECHANISM <b>Tension Control:</b> A: Tension Control	1	276.48	276.48

12 Locations Serving  
the Midwest

www.eakes.com



**Eakes**  
office solutions

2911 13th Street  
Columbus, NE 68601  
(402)564-2679  
(402)564-0295

**Quotation 34349**

**Page 3 / 4 (cont'd)**

Description	Quantity	Unit Price	Extended Price
<b>23</b> <b>Center-Tilt:</b> B: Center-Tilt <b>Tilt Lock:</b> D: Tilt Lock <b>Back Angle Adjustment:</b> E: Back Angle Adjustment <b>Seat Height Adjustment:</b> G: Seat Height Adjustment <b>Waterfall Seat:</b> H: Waterfall Seat <b>Memory Foam Arm Pad Selection:</b> ~: NO Selection <b>Forward Seat Tilt:</b> I: Forward Seat Tilt <b>Back Height Adjustment:</b> J: Back Height Adjustment <b>Width Adjustable Arms:</b> L: Width Adjustable Arms <b>Arm Height Adjustment:</b> M: Arm Height Adjustment <b>Seat Angle Adjustment:</b> N: Seat Angle Adjustment EUR			

<b>24</b> 1DL - DELIVERY/FREIGHT/ASSEMBLE/INSTALL EAKES	1	865.00	865.00
--	---	--------	--------

<b>Quotation Totals</b>			
Sub Total			16,388.74
SALES TAX NOT INCLUDED			0.00
<b>Grand Total</b>			<b>16,388.74</b>

End of Quotation

**Indoff Incorporated**

Chad Willison

Email: chad.willison@indoff.com

Phone: 402-920-1074 Fax: 402-325-1680

**QUOTE**

Quote Date 03/08/2019

**8154305**

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

**Ship To:** Attn: PAM  
City of Columbus  
2424 14th Street  
Columbus, NE 68601

<u>Customer</u>	<u>Purchase Order Number</u>	<u>Department/Tag</u>
372486	3-8-19	
<u>Sales Person</u>	<u>Date Requested</u>	
Chad Willison	2019-03-08	

Customer Instructions

<u>Qty</u>	<u>UM</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.00	EA	LLR59688	top;conf;contemp;95"	179.99	359.98
2.00	EA	LLR59585	Lorell Rectangular Conference 4-leg Table Base - Four Leg Base - 4 Legs - 28.50" Height x 77.13" Width x 38.25" Depth - Assembly Required - Black, Powder Coated - Steel	304.99	609.98
16.00	EA	LLR60316	Lorell Task Chair - 28.1" Width	169.99	2,719.84
2.00	EA	LLR82094	chair;accent;gray	169.99	339.98
2.00	EA	LLR88029	Lorell 3-Drawer Lt. Gray Lateral Files - 36" x 18.6" x 40.3" - 3 x Drawer(s) for File - Letter, Legal, A4 - Lateral - Locking Drawer, Magnetic Label Holder, Ball-bearing Suspension, Leveling Glide - Light Gray - Steel - Recycled	449.99	899.98
2.00	EA	LLR60433	Lorell Lateral File - 42" x 18.6" x 67.7" - 5 x Drawer(s) for File - Legal, Letter, A4 - Lateral - Rust Proof, Leveling Glide, Interlocking, Ball-bearing Suspension, Label Holder - Light Gray - Recycled	649.99	1,299.98
1.00	EA	LLR34411	Lorell Storage Cabinet - 24" x 36" x 72" - 5 x Shelf(ves) - Hinged Door(s) - Sturdy, Recessed Locking Handle, Removable Lock, Durable, Storage Space - Light Gray - Powder Coated - Steel - Recycled	359.99	359.99
2.00	EA	LLR70062	shelving;light;5 tier;silv	72.99	145.98
1.00	EA	LLR16201	top;newseries;6030;char	59.99	59.99
2.00	EA	LLR16205	leg;side;full;30	79.99	159.98

1.00	EA	LLR16213	cabinet;credenza;low;char	219.99	219.99
1.00	EA	LLR16215	cabinet;storage;low;char	89.99	89.99
1.00	EA	LLR69659	cabinet;storage;char	449.99	449.99
1.00	EA	LLR16222	top;knife edge;6030;wchar	99.99	99.99
1.00	EA	LLR16224	frame;wood;adj;60-72x30	149.99	149.99
2.00	EA	LLR52508	Lorell Magnetic Glass Board - 46" (3.8 ft) Width x 36" (3 ft) Height - White Glass Surface - Rectangle - 1 Each	99.99	199.98
1.00	EA	LLR55661	board;glass;magnetic;8x4;wh	249.99	249.99
3.00	EA	LLR55637	Lorell Tray - 12" Width - Glass, Aluminum - Silver	4.99	14.97
1.00	EA	BSXVL585ES10T	chair;big&tall;arms;bk	249.99	249.99
4.00	EA	EUTFE55ERG	EURO TECH CHAIR IRON FABRIC COLOR	699.99	2,799.96
SPECIAL ORDER ITEM QUOTE # #0307850					
5.00	CT	LLR85567	Lorell Plastic Stacking Chairs - Polypropylene Black Seat - Polypropylene Black Back - Metal Black, Powder Coated Frame - Arched Base - 19.3" Width x 19.3" Depth x 31" Height SUBSTITUTE STACKING CHAIR OPTION FOR ITEM LLR83113 ***4 CHAIRS PER CARTON SO YOUR COST IS \$36.25 PER CHAIR ***	144.99	724.95
5.00	CT	LLR42938	Lorell Lumbar Support Stacking Chair - Polymer Black Seat - Polymer Black Back - Metal Chrome Frame - Black - 19" Width x 19" Depth x 30" Height ****SUBSTITUTE STACKING CHAIR OPTION FOR ITEM LLR83113**** **** 4 CHAIRS PER CARTON SO YOUR COST IS \$47.50****	189.99	949.95

---

Sub-total	13,155.42
* Estimated Tax	920.91
<b>Quote Total</b>	<b>(USD) 14,076.33</b>

Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

Thanks for the opportunity to quote you on these products. This quote is valid for 30 days and

**Indoff Incorporated**

Chad Willison

Email: chad.willison@indoff.com

Phone: 402-920-1074 Fax: 402-325-1680

**QUOTE**

Quote Date 03/08/2019

**8154305**

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

**Ship To:** Attn: PAM  
City of Columbus  
2424 14th Street  
Columbus, NE 68601

<u>Customer</u>	<u>Purchase Order Number</u>	<u>Department/Tag</u>
372486	3-8-19	
<u>Sales Person</u>	<u>Date Requested</u>	
Chad Willison	2019-03-08	

Customer Instructions

<u>Qty</u>	<u>UM</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.00	EA	LLR59688	top;conf;contemp;95"	179.99	359.98
2.00	EA	LLR59585	Lorell Rectangular Conference 4-leg Table Base - Four Leg Base - 4 Legs - 28.50" Height x 77.13" Width x 38.25" Depth - Assembly Required - Black, Powder Coated - Steel	304.99	609.98
16.00	EA	LLR60316	Lorell Task Chair - 28.1" Width	169.99	2,719.84
2.00	EA	LLR82094	chair;accent;gray	169.99	339.98
2.00	EA	LLR88029	Lorell 3-Drawer Lt. Gray Lateral Files - 36" x 18.6" x 40.3" - 3 x Drawer(s) for File - Letter, Legal, A4 - Lateral - Locking Drawer, Magnetic Label Holder, Ball-bearing Suspension, Leveling Glide - Light Gray - Steel - Recycled	449.99	899.98
2.00	EA	LLR60433	Lorell Lateral File - 42" x 18.6" x 67.7" - 5 x Drawer(s) for File - Legal, Letter, A4 - Lateral - Rust Proof, Leveling Glide, Interlocking, Ball-bearing Suspension, Label Holder - Light Gray - Recycled	649.99	1,299.98
1.00	EA	LLR34411	Lorell Storage Cabinet - 24" x 36" x 72" - 5 x Shelf(ves) - Hinged Door(s) - Sturdy, Recessed Locking Handle, Removable Lock, Durable, Storage Space - Light Gray - Powder Coated - Steel - Recycled	359.99	359.99
2.00	EA	LLR70062	shelving;light;5 tier;silv	72.99	145.98
1.00	EA	LLR16201	top;newseries;6030;char	59.99	59.99
2.00	EA	LLR16205	leg;side;full;30	79.99	159.98

1.00	EA	LLR16213	cabinet;credenza;low;char	219.99	219.99
1.00	EA	LLR16215	cabinet;storage;low;char	89.99	89.99
1.00	EA	LLR69659	cabinet;storage;char	449.99	449.99
1.00	EA	LLR16222	top;knife edge;6030;wchar	99.99	99.99
1.00	EA	LLR16224	frame;wood;adj;60-72x30	149.99	149.99
2.00	EA	LLR52508	Lorell Magnetic Glass Board - 46" (3.8 ft) Width x 36" (3 ft) Height - White Glass Surface - Rectangle - 1 Each	99.99	199.98
1.00	EA	LLR55661	board;glass;magnetic;8x4;wh	249.99	249.99
3.00	EA	LLR55637	Lorell Tray - 12" Width - Glass, Aluminum - Silver	4.99	14.97
1.00	EA	BSXVL585ES10T	chair;big&tall;arms;bk	249.99	249.99
4.00	EA	EUTFE55ERG	EURO TECH CHAIR IRON FABRIC COLOR	699.99	2,799.96
SPECIAL ORDER ITEM QUOTE # #0307850					
5.00	CT	LLR85567	Lorell Plastic Stacking Chairs - Polypropylene Black Seat - Polypropylene Black Back - Metal Black, Powder Coated Frame - Arched Base - 19.3" Width x 19.3" Depth x 31" Height SUBSTITUTE STACKING CHAIR OPTION FOR ITEM LLR83113 ***4 CHAIRS PER CARTON SO YOUR COST IS \$36.25 PER CHAIR ****	144.99	724.95
5.00	CT	LLR42938	Lorell Lumbar Support Stacking Chair - Polymer Black Seat - Polymer Black Back - Metal Chrome Frame - Black - 19" Width x 19" Depth x 30" Height ****SUBSTITUTE STACKING CHAIR OPTION FOR ITEM LLR83113**** **** 4 CHAIRS PER CARTON SO YOUR COST IS \$47.50****	189.99	949.95

---

Sub-total	13,155.42
* Estimated Tax	920.91
<b>Quote Total</b>	<b>(USD) 14,076.33</b>

Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

Thanks for the opportunity to quote you on these products. This quote is valid for 30 days and

**RESOLUTION NO. R19- 77**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING REGARDING EMERGENCY PLANNING AND RESPONSE WITH THE CENTRAL COMMUNITY COLLEGE - COLUMBUS, 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 PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, Central Community College – Columbus and the City of Columbus desire to enter into an agreement with each other for support of Emergency Management planning, response, and recovery programs; and

WHEREAS, the agreement, a copy of which is attached hereto and incorporated herein by this reference, is found to be in the best interest of the citizens and inhabitants of the City of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the Memorandum of Understanding Regarding Emergency Planning and Response with Central Community College – Columbus, 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

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** March 27, 2019

**TO:** City Administrator Tara Vasicek

**FROM:** Fire Chief Dan Miller

**THROUGH:** NA

**SUBJECT:** Central Community College Emergency Planning and Response  
Memorandum of Understanding

**RECOMMENDATION:**

The City Council approve the Memorandum of Understanding (MOU) with Central Community College (CCC) regarding Emergency Planning and Response.

**DISCUSSION:**

This MOU establishes a formal working relationship with CCC, Columbus Campus, and provides for support of emergency management planning and response. It obligates the parties to cooperate in areas of mutual interest and to utilize the Incident Command System during response. Being outside City limits, CCC is covered for fire protection by the agreement with Columbus Rural Fire District. This MOU regards planning and emergency response to the campus for all hazards, in addition to fire.

This agreement also enables CCC to aid the City (Fire Department) with its resources as may be needed from time to time in an emergency.

**FISCAL IMPACT:**

Little or none. The types of threat and response to the campus are present elsewhere in Columbus, requiring the same type and level of resource response.

**ALTERNATIVES:**

None that would provide an equivalent relationship or benefit.

**SIGNATURE:**

BY 

APPROVED BY: 

APPROVED BY: \_\_\_\_\_

## **Memorandum of Understanding (MOU)**

Between

**Central Community College - Columbus**

and

**City of Columbus on behalf of the Columbus Fire Department**

regarding

### **Emergency Planning and Response**

#### **I. Introduction**

This Memorandum of Understanding (MOU) is entered into by **Central Community College - Columbus, 4500 – 63<sup>rd</sup> Street, PO Box 1027, Columbus NE 68602-1027** (herein referred to as “**CCC – Columbus**”) and **City of Columbus, Nebraska, a municipal corporation, on behalf of the Columbus Fire Department, 1459 – 26<sup>th</sup> Avenue, Columbus NE 68601** (herein referred to as “**Fire Department**”).

Today’s public safety realities have highlighted the need for this type of agreement based on recent tragedies at Institutions of Higher Education (IHEs) including natural and manmade disasters. This MOU addresses the current challenge of **Emergency Planning and Response**. To ensure that the public safety community reaches optimal utilization of finite resources and maximum interoperability, this agreement will establish a formal working relationship between the **Fire Department** and **Central Community College - Columbus**.

#### **II. Purpose**

The purpose of this agreement is to provide for support of Emergency Management planning, response and recovery programs between **CCC – Columbus** and **Fire Department**. It is recognized that the goal of both parties in this agreement is to reduce the loss of life, property and protect the public from all types of hazards through a comprehensive, risk based, all-hazards emergency management program of mitigation, preparedness, response and recovery. Specifically **CCC – Columbus** and **Fire Department** agree, but not limited to, the following obligations per this agreement.

- Cooperate in all areas of mutual interest as it relates to Emergency Management: sharing data, information, planning, response, recovery, and other operational support programs;
- Enhance and maximize Emergency Management program capabilities of both participants for the purpose of protection of the public health and safety, the College environment and to preserve and safeguard property;
- **CCC – Columbus** will notify the **Fire Department** when an emergency situation or serious external threat exists for the College;
- Provide a rapid coordinated and effective response with utilization of

resources of both participants, that are essential to the safety, care and welfare of those impacted in the event of an emergency or disaster.

### **III. Initiation of Mutual Aid Request**

In the event the **Fire Department** is in need of emergency assistance from **CCC - Columbus** as defined in Section II of this agreement, the **Fire Department** or designee will make a request to the Campus President for approval. The Campus President will inform the requesting entity of approval status.

In the event the **CCC -Columbus** campus requires assistance, the Campus President will make a request to the Fire Chief. This official will be the point of contact for all requests. The Fire Chief will inform the requesting entity of approval status.

Each participant of this agreement shall appoint an individual representative to serve as a point of contact for matters relevant to this MOU.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. Providing assistance is at the sole discretion of the Responding Party.

### **IV. Authority of Personnel Rendering Aid**

Whenever the employees of the **Fire Department** or the **CCC – Columbus** are rendering aid on or outside the campus, such employees will have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or as a College system official.

### **V. Responsibility for Expenses and Compensation of Employees**

The Parties shall each responsible for all their own costs, expenses, and liabilities in regards the compliance and performance their obligations under the terms of this MOU.

When responding to emergency or other conditions as outlined in this agreement, the responding agency which furnishes any equipment shall bear the loss or damage to such equipment and shall pay the expense incurred in the operation and maintenance thereof.

When responding to emergency or other conditions as outlined in this agreement, the responding agency shall regularly compensate its own employees during the time they are rendering aid according to its own Employment Procedures and Guidelines. Such compensation may include any amounts legally paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

### **VI. Liability**

**Fire Department** shall not be held accountable or responsible for loss or destruction of property (personal or real, tangible or intangible), or for errors of judgment, mistakes, actions, or negligence either gross or slight, of any of its' members, employees, or agents when responding to requests at **CCC – Columbus**.

Each party shall hold the other harmless and be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this MOU. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions.

**VII. Incident Command Structure (ICS)**

The parties agree to coordinate and utilize an Incident Command System, to the greatest extent possible, for emergencies requiring mutual aid assistance under this agreement. The ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility and accountability inherent to a local emergency response provider under the terms of this agreement.

**VIII. Limitations**

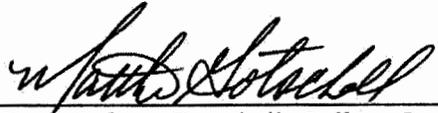
- A) Nothing in this agreement shall be construed as creating a duty, to the other party or any individual, to respond when requested by either party signing this agreement. Although **CCC – Columbus** and the **Fire Department**, at their own discretion, may provide Emergency Medical Services and response, this Agreement in no way binds either party to do so in any situation. Neither party shall be liable for failure to respond to any request.
- B) Nothing in this agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding agency.
- C) It is understood that the parties may choose not to undertake unreasonable or unnecessary hazards in responding to said requests. In particular, but not limited to: weather and road conditions, responding to other a critical incidents or natural disasters, situations that threaten the responding party’s employee’s safety, etc.

**IX. Effect and Duration of MOU**

- A) This MOU cancels and supersedes all previous agreements and contracts between the parties for Emergency Planning and Response.
- B) This MOU constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. The Agreement may be amended from time to time by the written mutual agreement of the parties. Any waiver of any breach of any provision of this MOU shall not be deemed a waiver of any proceeding or any subsequent breach.

C) This MOU shall remain in full force and effect until such time a new agreement is entered into between the parties or unless terminated by written notification by either party to the other.

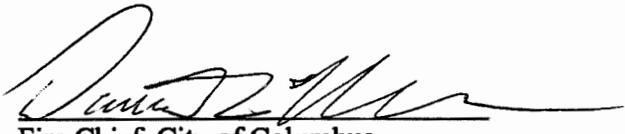
AGREED TO AND EXECUTED ON THE 26 DAY OF March, 2019

  
\_\_\_\_\_  
Dr. Matthew Gotschall, College President  
Central Community College Area

  
\_\_\_\_\_  
Dr. Kathy Fuchser, Campus President  
Central Community College,  
Columbus Campus

AGREED TO AND EXECUTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor, City of Columbus

  
\_\_\_\_\_  
Fire Chief, City of Columbus

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

**ORDINANCE NO. 19-10**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE I OF CHAPTER 74 OF TITLE VII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO CHANGE SPEED LIMITS ON 33RD AVENUE; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Schedule I of Chapter 74 of the Columbus City Code concerns speed limits within the corporate limits of the City of Columbus; and

WHEREAS, the Traffic Engineering Division of the Nebraska Department of Transportation (herein referred to as "NDOT") has completed a speed zone study for Highway U.S. 30/U.S. 81 on the south side of Columbus; and

WHEREAS, because of results of the study, NDOT has requested that the speed limits on 33rd Avenue within the city limits be changed as recommended; and

WHEREAS, upon adoption of the new speed limits, NDOT will post the new speed limits.

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

**Section 1.** That Schedule I of Chapter 74 of Title VII of Ordinance No. 05-47 (Columbus City Code) be amended as follows:

**SCHEDULE I. SPEED LIMITS.****(A) General.**

(1) It shall be unlawful for any person to operate a vehicle on any street at a rate of speed greater than is reasonable or prudent under the conditions then existing. It shall be unlawful for any person to operate a vehicle on the streets at any time or under any conditions at a rate of speed greater than 30 miles per hour on arterial streets and 25 miles per hour on all other streets and upon viaducts and the approaches thereto, unless otherwise posted.

(2) Except as hereinafter provided, it shall be unlawful for any person to operate or cause to be operated any motor vehicle or other type of conveyance on any State or Federal highway within the corporate limits of the City at a speed in excess of 35 miles per hour or in excess of any other maximum speed fixed by the City Council for the highways within the City, unless otherwise posted,

(3) The maximum speed limit through any maintenance, repair, or construction zone shall be 25 miles per hour.

**(B) Specific.** It shall be unlawful for any person or persons to operate, or cause to be operated, any motor vehicle or other type of conveyance on 23rd Street and 33rd Avenue, also known as U.S. Highway 30, and on Howard Boulevard, also known as U.S. Highway

81, and a portion of 3rd Avenue, at a rate of speed in excess of the maximum speeds hereinafter designated for the following zones.

<b>Street</b>	<b>Location</b>	<b>Speed Limit (mph)</b>
3rd Avenue	North line of 1st Street to the south line of 23rd Street	35
23rd Street	East edge of the intersection of Howard Boulevard to the east edge of the intersection of 18th Avenue	35
23rd Street	East edge of the intersection of 3rd Avenue to the east corporate limits	50
33rd Avenue	North edge of the intersection of 23rd Street to 350 feet south of 6th Street	35
33rd Avenue	350 feet south of 6th Street to south corporate limits (north end of Loup River Bridge)	45
Howard Boulevard	Northwest corporate limits to the west edge of the intersection of 50th Avenue	50
Howard Boulevard	West edge of 50th Avenue to the west edge of the intersection of 48th Avenue	45
Howard Boulevard	West edge of the intersection of 48th Avenue to the west edge of the intersection of 33rd Avenue	35

**Section 2.** This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

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:** March 27, 2019  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Amend Speed Regulations on 33<sup>rd</sup> Avenue from 23<sup>rd</sup> Street to South Corporate Limits

**RECOMMENDATION:**

Recommend approval of the Ordinance to amend the speed regulations on 33<sup>rd</sup> Avenue from 23<sup>rd</sup> Street to the South Corporate Limits as studied and recommended by the Nebraska Department of Transportation (NDOT).

**DISCUSSION:**

The NDOT Traffic Engineering Division has completed a speed zone study for US 30/81 in and south of Columbus. The study consisted of reviewing vehicular speeds, roadway geometry, roadside development, pedestrian and bicycle activity, crash experience, and traffic volumes. The NDOT study concluded the need for some speed limit adjustments which are shown on the attachment.

**FISCAL IMPACT:**

None to the City.

**ALTERNATIVE:**

None. NDOT controlled US Highway.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

February 13, 2019

Janelle Kline, City Clerk  
City of Columbus  
PO Box 1677  
2424 14 St  
Columbus, NE 68602-1677

Dear Ms. Kline,

The Traffic Engineering Division of the Nebraska Department of Transportation (NDOT) has completed a speed zone study for highway US-30/US-81 on the south side of Columbus. This study was requested from NDOT's Highway Design Department in regards to an upcoming project for the Columbus South Bridges. Our study consisted of reviewing vehicular speeds, roadway geometry, roadside development, pedestrian and bicycle activity, crash experience, and traffic volumes. Attached to this letter is a sketch of the proposed speed limits. Based on the results of our study we are recommending the following changes to the speed limits inside the corporate limits of Columbus.

***US-30/US-81 (33rd Avenue)***

*Forty-five (45) miles per hour between the south corporate limits (North end of Loup River Bridge) and 350' south of 6<sup>th</sup> Street*

*Thirty-five (35) miles per hour between 350' south of 6<sup>th</sup> Street and the intersection with 23<sup>rd</sup> Street*

We are also reviewing the existing speed limits south of the corporate limits. We are requesting the City of Columbus pass a new Ordinance or update Ordinance 2822 with these changes. Please share this information with the City Council. As soon as a new Ordinance is passed, a copy will need to be sent to the Traffic Engineering Division. A new Authorization from NDOT will be then be signed and the new speed limits will be posted. If you have any specific questions pertaining to the study or passing a new Ordinance, please feel free to contact me at [alan.swanson@nebraska.gov](mailto:alan.swanson@nebraska.gov) or by phone at 402-479-4594. Thank you for your cooperation in this matter, we look forward to hearing from you.

Sincerely,



Alan Swanson, P.E.  
Traffic Analysis Engineer

cc: Kevin Domogalla, District 3 Engineer

File

Kyle Schneeweis, P.E., Director

Department of Transportation

1500 Highway 2

PO Box 94759

Lincoln, NE 68509 4759

[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325

[NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

