

City Council Regular Meeting
Monday, May 6, 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 April 15, 2019, City Council meeting.

B. Minutes of April 18, 2019, Civil Service Commission meeting certifying the following Fire Lieutenant candidates: Tim Bartholomew, Eric Kluever, and Eric Morgan.

C. Title III-B (supportive services), Title III-C (nutritional services), and Title III-E (family caregiver support services) grant funding from Northeast Nebraska Area Agency on Aging for activities, meals, and caregiver support services at the Community Center.

D. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

A. Proclamation declaring the week of May 5 through May 11, 2019, as Drinking Water Week.

7. PUBLIC HEARINGS - None

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES

A. 2018 Tax Increment Financing report.

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

13. NEW BUSINESS

A. Application of Jason R. Koubek as manager of Murphy Express, 2477 E 6 Avenue, in conjunction with Class "D" Liquor License.

B. Specifications and estimate of cost in the amount of \$120,000 and authorization for staff to advertise for bids for a truck-tractor for Transfer Station.

C. Request for proposals for ambulance billing services.

D. 23 Street Beautification Master Plan for a segment of 23 Street from 33 Avenue to East 11 Avenue.

E. Comments from mayor and city council members.

14. RESOLUTIONS

A. Resolution No. R19-83 authorizing city staff to refund Quail Run Golf Course season passes that were purchased prior to the March 2019 flooding and amending Resolution No. R18-113 (Schedule of Fees) by changing daily and punch card fees at Quail Run Golf Course to be the same as Van Berg Golf Course.

B. Resolution No. R19-84 approving agreement with Creighton University for field internship training and placement of EMT/Paramedic program students with Fire Department.

C. Resolution No. R19-85 approving agreement with Alfred Benesch & Company for Construction Engineering Services in an amount not to exceed \$261,813.80 for 3 Avenue from 8 Street to South 5 Street Project.

D. Resolution No. R19-86 approving Assignment and Assumption Agreement with Union Pacific Railroad Company in the amount of \$26,136.

E. Resolution No. R19-87 approving agreement with Jackson Services, Inc. to pave portions of 10 Street and 33 Avenue frontage road that abuts Jackson Services, Inc.

15. ORDINANCES ON FIRST READING

A. Ordinance No. 19-11 creating Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway).

B. Ordinance No. 19-12 creating Sewer Extension District No. 45 (48 Avenue from 42 Street to Lost Creek Parkway).

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

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

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on April 15, 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, Public Property Director Doug Moore, Police Chief Chuck Sherer, and Fire Chief Dan Miller.
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 Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of April 1, 2019, City Council meeting.**
 - 4.B. **Renewal of solid waste hauling licenses for the following: Ace Sanitation Service, Inc., Big Red Sanitation, Inc., Callaway Rolloffs, LLC, S2 Roll-offs Refuse & Recycling, U & I Sanitation, LLC, and Waste Connections of Nebraska, Inc.**
 - 4.C. **Resolution No. R19-78 approving Service/Consultant and Subrecipient Agreements with NeighborWorks Northeast Nebraska for housing management for Community Development Block Grant No. 16-CD-201.** Resolution No. R19-78 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE

SERVICE/CONSULTANT AND SUBRECIPIENT AGREEMENTS WITH NEIGHBORWORKS NORTHEAST NEBRASKA FOR HOUSING MANAGEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 16-CD-201, 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.

- 4.D. Resolution No. R19-79 authorizing payment of various improvement projects.** Resolution No. R19-79 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. – COLUMBUS POLICE STATION \$461,917.87; BIERMAN CONTRACTING, INC. – E911 COMMUNICATION CENTER \$126,451.80; BIERMAN CONTRACTING INC. – FRONTIER PARK RESTROOM \$5,897.60; BIERMAN CONTRACTING INC. – E911 COMMUNICATION CENTER \$144,104.42; ERIKSEN CONSTRUCTION CO., INC. – WWTF PHASE 4 \$450,774.98; GEHRING CONSTRUCTION & READY MIX CO, INC. – 2019 – CONCRETE PAVING \$32,718.83.

- 4.E. Finance Department reports.**

- 4.F. Payroll and bills on file.** 4/19/19 Payroll \$571,718.47 & 5/3/19 Payroll \$579,791.87; A & J Guns – Supplies 1,464.98; Ace Hardware & Garden Center – Supplies 1,391.25; Lavina Adkisson – Pension 609.00; Advance Auto Parts – Supplies 375.93; Advance Fire Safety, Inc. – Supplies 46.29; AlphaMedia USA LLC – Advertising 1,575.00; Amazon – Supplies 1,538.60; American Red Cross – Training 469.00; Aqua-Pure, Inc. – Chemicals 6,453.55; Arrow International, Inc. – Supplies 1,115.50; Asphalt & Concrete Materials – Supplies 4,496.41; Awards Plus – Supplies 52.00; B-D Construction, Inc. – Police Station Facility 461,917.87; Behlen Towing LLC – Service 2,170.00; BGNE, Inc. – Supplies 749.74; Bierman Contracting, Inc. – Frontier Park Restroom 5,897.60; Bierman Contracting, Inc. – E911 Communications Center 270,556.22; Big Red Sanitation, Inc. – Service 105.00; Black Hills Energy – Utilities 4,102.79; Blackstrap, Inc. – Supplies 3,188.78; Frank J Blahak Jr – Pension 762.00; Bob's U-Save Pharmacy – Supplies 7.76; Richard Bogus – Expenses 90.48; Bomgaars – Supplies 695.70; Bound Tree Medical LLC – Supplies 4,180.26; Cynthia Branting – Expenses 50.68; Burress Advisory Group – Training 1,800.00; Carolina Software – Service 200.00; CBS-Reporting Services – Training 16.60; Center Point Large Print – Supplies 88.08; Central Community College – Training 230.00; Central Parts & Machine –

Supplies 1,399.54; Century Link – Utilities 994.63; City of Columbus – Utilities 5,886.21; Club Prophet Systems – Service 180.00; Columbus Area Chamber of Commerce – Supplies 1,520.00; Columbus Community Hospital – Supplies 1,644.02; Columbus Custom Embroidery – Service 68.00; Columbus Electronics, Inc. – Supplies 39.98; Columbus Family Resource Center – Lease Payment 8,925.00; Columbus Motor Company – Service 93.06; Columbus Plumbing Co. – Service 1,125.80; Columbus Steel Supply, Inc. – Supplies 1,379.82; Columbus Tarps, Inc. – Supplies 89.22; Columbus Telegram – Publications 1,509.74; Columbus Tire & Service, Inc. – Service 43.00; Community Internet – Service 45.00; Mary Connealy – Service 110.20; Connecting Point/Radio Shack – Supplies 718.97; Consolidated Management Co. – Meals 337.14; Consolidated Water Solutions – Chemicals 5,466.00; Core & Main LP – Supplies 3,379.59; Cornhusker Public Power District – Utilities 949.26; Culligan of Columbus – Supplies 437.36; DAS State Accounting – Service 704.00; Demco, Inc. – Supplies 94.34; Downey Drilling, Inc. – Service 2,200.00; Downtown Business Association – Supplies 54.00; DTN LLC – Service 747.00; Douglas Dunbar – Contract 6,154.00; Douglas Dunbar – Commissions 221.16; Douglas Dunbar – Expenses 438.79; Eakes Office Solutions – Supplies 2,835.62; Electric Pump, Inc. – Lift Station Pump 34,770.00; Electrical Engineering & Equipment Co. – Supplies 719.62; Electronic Engineering – Service 834.45; Enterprise Electric CO/CED – Supplies 36.12; Environmental Analysis South, Inc. – Service 554.90; Eriksen Construction Co., Inc. – Wastewater Treatment Facility Improvements 450,774.98; Ernst Auto Center – Service 1,580.85; Essential Personnel – Service 50.00; Farm Progress Limited – Supplies 26.95; Fastenal Company – Supplies 160.54; Fehlhafers, Inc. – Supplies 750.00; First National Bank & Trust Company – Service 207.56; First National Bank Omaha – Expenses 11,718.96; Frontier – Utilities 3,252.70; Frontier Cooperative Company – Fuel 6,701.72; G-O Rapid Lube and More LLC – Service 44.32; Gale – Supplies 493.24; Galls LLC – Supplies 64.97; Gehring Construction & Ready-Mix Company – Supplies 8,222.70; Gehring Construction & Ready-Mix Company – 2019 Paving Improvements 32,718.83; General Traffic Controls, Inc. – Supplies 98.00; Gerhold Concrete Company, Inc. – Supplies 1,115.38; Godfather's Pizza – Meals 279.61; Grabtec – Supplies 74.00; Great Plains Building Supply – Supplies 104.60; Great Plains Communications – Service 310.00; Gunslingers LLC – Supplies 11.50; Hach Company – Supplies 520.87; Hadley-Braithwait Company – Supplies 238.55; Hawkins, Inc. – Chemicals 2,700.42; HDR Engineering, Inc. – North Sanitary Sewer Collection System Study 16,455.90; HDR Engineering, Inc. – Wastewater Treatment Facility Improvements 52,582.16; Heartland Natural Gas LLC – Utilities 6,845.50; Hometown Leasing – Supplies 177.97; Stan Houston Equipment Co., Inc. – Service 15.00; Mark S Howerter MD – Contract 583.00; Brad Hruska – Expenses 1,105.73; Hy-Vee, Inc. – Supplies 227.79; Hydro Tech, Inc. – Service 192.00; Impact Telecom – Utilities 51.64; Ingram Library Services, Inc. – Supplies 4,483.16; International Institute of Municipal Clerks – Membership 320.00; Interstate Battery System of Nebraska – Supplies 26.25; Jackson Services, Inc. – Supplies 3,731.45; JEO Consulting Group, Inc. – Loup River Levee Recertification 13,527.50; JEO Consulting Group, Inc. – Downtown

Traffic Improvements 10,575.25; JEO Consulting Group, Inc. – Lost Creek Floodplain 1,160.00; Dale Johnson Trucking – Service/Supplies 4,742.32; Kelly Supply Company – Supplies 975.18; Kendig Keast Collaborative – Service 15,863.11; Kiplinger Washington Editors, Inc. – Subscription 59.00; Eric Kluever – Expenses 20.00; Koch Excavating Co., Inc. – Service 963.10; KSO CPA's + Advisors – Service 20,250.00; Francis Kuehler – Refund 19.00; La Quinta Inn & Suites Kearney – Lodging 399.80; Lakeview Small Engine, Inc. – Supplies 283.53; Lakeview Small Engine, Inc. – Lawn Mower 5,675.00; Language Line Services, Inc. – Service 150.42; Lerner Publishing Group – Supplies 59.97; Library Ideas LLC – Subscription 7,650.00; Pete Lien & Sons, Inc. – Chemicals 10,322.88; Stephanie A Ligenza – Expenses 111.36; Lincoln Winwater Works – Supplies 1,592.64; Loup Power District – Utilities 87,387.78; Loup Power District – Service 9,603.26; M & O Door Products – Supplies 6.95; The Mailbox – Postage 92.64; MailFinance – Postage Meter Lease 617.67; Marley's Electric-CCE – Service 936.97; Matheson-Linweld – Supplies 71.85; Menards – Supplies 2,911.93; Michael Todd & Company, Inc. – Supplies 122.20; Mid-American Research Chemical – Chemical/Supplies 2,960.20; Midwest Glass Service, Inc. – Service 36.00; Midwest Laboratories, Inc. – Service 2,068.27; Midwest Right of Way Services, Inc. – 12th Ave Viaduct 3,112.50; Midwest Service & Sales Co. – Supplies 786.56; Midwest Tape LLC – Supplies 697.49; Mike's Towing – Service 1,255.00; Daniel L Miller – Expenses 137.56; MMC Mechanical Contractors – Refund 52.00; Motion Picture Licensing Corporation – License 251.34; Mountain View LLC – Service 350.00; Shane Mueller – Service 146.50; Municipal Pipe Tool Co. LLC – Service 1,993.76; NCOA – Membership 145.00; Nebraska Department of Environmental Quality-Fiscal Services – Training 150.00; Nebraska Department of Labor – Service 90.00; Nebraska Environmental Products – Supplies 1,363.09; Nebraska Golf & Turf, Inc. – Service 8,769.84; Nebraska Law Enforcement Training Center – Training 270.00; Nebraska Public Health Environmental Laboratory – Service 583.00; Nebraska Rural Water Association – Training 750.00; Nebraska Supreme Court – Publications 145.55; Nebraska U C Fund – Payment 8,268.00; Nebraska Veterinary Diagnostic Center – Service 50.00; Neopost USA, Inc. – Supplies 140.00; Newman Traffic Signs – Supplies 1,619.90; Niemann's Port-A-Pot LLC – Service 40.00; NMC Exchange LLC – Service 5,250.96; Norfolk Housing Development Corporation – Training 75.00; Northeast Nebraska Economic Development District – Grants 240.00; Northeast Nebraska Solid Waste Coalition – Landfill Disposal 44,462.36; NWEA – Training 1,365.00; O'Reilly Automotive, Inc. – Supplies 233.60; Occupational Health Services – Service 1,308.00; OCLC, Inc. – Service 843.46; Officenet – Supplies 1,634.77; Omaha World Herald – Supplies 19.95; One Call Concepts, Inc. – Service 194.95; One Source – Service 1,401.00; Overhead Door Company – Service 368.46; Paragon Consulting Services, Inc. – Service 86.25; Parks Veterinary – Service 25.00; Performance Printing, Inc. – Supplies 43.75; Petty Cash – Expenses 71.54; Pioneer Manufacturing Co., Inc. – Supplies 447.05; Platte County – Contract 3,022.07; Platte County Highway Department – Supplies 1,718.35; Platte Valley Humane Society – Payment 20,000.00; Playtime LLC – Floatables 4,484.00; Preferred Plumbing & Heating, Inc. – Service 690.00; Presto-X-

Company – Service 199.00; Productivity Plus Account – Supplies 431.38; Quill Corporation – Supplies 25.97; Rainbow Printing – Supplies 1,275.00; James Rawhouser Jr – Expenses 145.00; Reardon Lawn & Garden, Inc. – Supplies 28.97; Recorded Books LLC – Supplies 262.66; RR Donnelley – Supplies 54.42; RVW, Inc. – Fiber Optic Network 5,925.00; RVW, Inc. – E911 Communication Center 2,200.00; S & S Willers, Inc. – Supplies 1,136.96; Sapp Bros Columbus, Inc. – Fuel 542.41; Sapp Bros Petroleum, Inc. – Fuel 19,884.25; Schindler Elevator Corporation – Service 557.60; School District #1 – Payment 11,335.00; Security Equipment, Inc. – Service 3,926.00; ServiceMaster By Shevlin – Service 2,085.00; Mike Shemek – Expenses 31.00; Sherwin-Williams Co. – Supplies 104.43; Shevlin Supply – Supplies 984.84; Sipple, Hansen, Emerson, Schumacher & Klutman – Service 4,473.90; Sirius Computer Solutions, Inc. – Service 6,486.71; Smith Fertilizer Grain – Supplies 6,448.48; Southeast Library System – Supplies 125.00; SouthernCarlson, Inc. – Supplies 110.81; Kay Sprunk – Expenses 117.16; Stanley Petroleum Maintenance, Inc. – Service 1,378.75; State of Nebraska Department of Revenue – Sales Tax 42,777.18; Gene Steffy Ford – Service 369.81; Stericycle, Inc. – Supplies 874.90; Super Saver – Supplies 178.57; Superior LLC – E-Citation 10,465.00; Lynn Svoboda – Expenses 35.39; Sysco Lincoln – Supplies 6,493.99; T & L Services – Service 300.00; Tapco – Supplies 314.72; Telecommunications Systems, Inc. – Service 1,554.00; Hillary Thege – Expenses 40.00; Donna Thiem – Expenses 575.10; Connie Thomas – Expenses 83.52; Time Warner Cable – Service 13.99; Tire Outlet, Inc. – Service 1,555.00; TM Cleaning – Service 250.00; TotalFunds – Postage 1,000.00; Tractor Supply Credit Plan – Supplies 99.78; Tri Air Testing, Inc. – Supplies 270.02; Truck Center Companies – Service 2,957.88; TSP, Inc. – Restroom Improvements 382.20; Tworek Welding & Repair – Service 195.00; Typhoon Wash – Service 69.25; U & I Sanitation – Service 91.25; Ultra Graphics – Supplies 121.75; UPS Store – Postage 18.53; US Cellular – Service 42.99; USA Blue Book – Supplies 251.18; USDA, APHIS – Service 1,114.08; Utilities Section League of Nebraska Municipalities – Training 45.00; Utility Service Co., Inc. – Service 14,163.18; Vacuum Center – Supplies 12.95; Van Wall Equipment, Inc. – Supplies 2,329.09; Verizon Connect NWF, Inc. – Service 126.80; Verizon Wireless – Utilities 2,546.16; Volunteer Fire Department – Expenses 70.82; VVS Canteen – Supplies 224.32; Wally Barnett CISM Foundation – Training 225.00; Warner Distributing – Supplies 506.10; Waste Connections of Nebraska – Service 195.00; Water Environment Federation – Membership 83.00; Wellness Council of America – Supplies 22.41; Wemhoff Refrigeration, Inc. – Service 131.65; West Point Implement of Columbus – Supplies 46.37; Renee Whiting – Expenses 58.93; Wilson & Company, Inc. – Service 4,847.51; Wise Safety & Environmental – Supplies 171.33; Zee Medical Service – Supplies 317.76; Zoll Medical Corporation – Supplies 299.88; 911 Custom LLC – Ballistic Vests 5,278.00. TOTAL \$3,118,472.18.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**

- 6.A. **Proclamation declaring April 26, 2019, as Arbor Day.** Bulkley proclaimed April 26, 2019, as Arbor Day in the City of Columbus.
- 6.B. **Proclamation declaring the week of May 5 through May 11, 2019, as Municipal Clerks Week.** Bulkley proclaimed May 5 through May 11, 2019, as Municipal Clerks Week.
- 6.C. **Proclamation declaring the week of May 5 through May 11, 2019, as Respect for Law Week.** Bulkley proclaimed May 5 through May 11, 2019, as Respect for Law Week.
7. **PUBLIC HEARINGS:**
 - 7.A. **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 March 11th meeting.) (Planning Commission removed this item from the agenda.)** This item was removed from the agenda 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".
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - April 15, 2019**
 - 10.A.1. **Creation of Water Extension District and Sewer Extension District (48 Avenue from 42 Street to Lost Creek Parkway).** The Public Property, Safety, and Works Committee recommended to the mayor and council to proceed with the creation of Water and Sewer Extension Districts at 48 Avenue from 42 Street to Lost Creek Parkway. The report was adopted 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".
 - 10.A.2. **Minutes of the February 11, 2019, and March 11, 2019, Traffic Control Device Committee meetings.** The Public Property, Safety, and Works Committee recommended to the mayor and council that the minutes of the February 11th and March 11th Traffic Control Device Committee meetings be approved. The report was adopted 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".
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None

13. NEW BUSINESS:

- 13.A. Application of Meadow Ridge Properties, LLC for preliminary plat of Meadow View Addition (south of intersection of 51 Avenue and 37 Street), and request for waiver of subdivision regulations for length of cul-de-sac to exceed 350 feet. (Planning Commission recommends approval.)** The preliminary plat of Meadow View Addition and request for waiver of subdivision regulations for length of cul-de-sac to exceed 350 feet were approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.B. Application of Meadow Ridge Properties, LLC for preliminary plat of Meadow Ridge Seventh Addition (west and north of intersection of 42 Street and 54 Avenue). (Planning Commission recommends approval.)** The preliminary plat of Meadow Ridge Seventh Addition was approved with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.C. Application of Loup Public Power District for preliminary plat of Energy Triangle Second Addition (south and east of intersection of Old Monastery Road and Lost Creek Parkway). (Planning Commission recommends approval.)** The preliminary plat of Energy Triangle Second Addition was approved 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".
- 13.D. Application of Beemer Lumber, LLC dba Discount Dumpster for solid waste hauling license.** The solid waste hauling license for Beemer Lumber, LLC dba Discount Dumpster was approved with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Quote from Creative Sites, LLC in the amount of \$39,431 for playground equipment at Frontier Park.** It was noted that \$30,000 of the project cost will be covered by a donation from Sertoma of Columbus. The quote for playground equipment at Frontier Park was awarded to Creative Sites, LLC 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.F. Comments from mayor and city council members.** There were no comments from the mayor or council members.

14. RESOLUTIONS:

- 14.A. Resolution No. R19-80 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$1,283,544.25 for 15 Street Paving Improvements 2019.** It was noted that the annual allocation of federal highway

funds as well as funding from a grant will cover a portion of the project cost. Resolution No. R19-80 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO. INC. IN THE AMOUNT OF \$1,283,544.25 FOR 15 STREET PAVING IMPROVEMENTS 2019 was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.B. Resolution No. R19-81 approving bid from Gehring Construction & Ready Mix Co., Inc. in the amount of \$2,126,761.62 for 3 Avenue, 8 Street to South 5 Street Project.** It was noted that construction on this project will begin in June. Resolution No. R19-81 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE BID FROM GEHRING CONSTRUCTION & READY MIX CO., INC., IN THE AMOUNT OF \$2,126,761.62 FOR FEDERAL AID PROJECT URB-6065(6) (3 AVENUE, 8 STREET TO SOUTH 5 STREET), A COPY OF BID TABULATION IS 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 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".
- 14.C Resolution No. R19-82 approving agreement with Southeast Community College for field internship training and placement of EMT/Paramedic program students with Fire Department.** Resolution No. R19-82 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AFFILIATION AGREEMENT WITH SOUTHEAST COMMUNITY COLLEGE TO ALLOW FIELD INTERNSHIP TRAINING AND PLACEMENT OF SOUTHEAST COMMUNITY COLLEGE EMT/PARAMEDIC PROGRAM STUDENTS WITH THE COLUMBUS FIRE DEPARTMENT, 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 Augustine-Schulte and a second by Kresha. 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 \$808.54. 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. Council Member 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 Augustine-Schulte. 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 Hiemer. 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 7:21 p.m. with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 6 day of May, 2019.

MAYOR

ATTEST:

CITY CLERK

CIVIL SERVICE COMMISSION MINUTES

April 18, 2019

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Keith Riley on Thursday, April 18, 2019 at 4:15 p.m. in the First Floor Conference Room of City Hall.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on April 11, 2019. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Keith Riley read the following statement: "In compliance with the Open Meetings Act, Nebraska Revised Statute 84-1407, a current copy of the Act is available at this meeting." Present were members Keith Riley, Chris Steinke, Bill Gumm, Doug Kluth, and Jack Gutierrez. The minutes from the December 17, 2019, meeting were approved with a motion by Gutierrez and a second by Gumm with all members voting "Aye".

The purpose of the meeting was to interview five applicants for the position of Fire Lieutenant and agree upon the names of three Fire Lieutenant candidates who would be certified to the appointing authority as qualified for the position of Fire Lieutenant.

After some discussion, it was moved by Kluth and seconded by Steinke to certify to the Mayor and City Council in no particular order, the applicants Tim Bartholomew, Eric Kluever and Eric Morgan.

There being no further items of business for the agenda, the meeting was adjourned at approximately 7:55 p.m.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

MEMORANDUM

DATE: April 26, 2019
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2019-2020 Acceptance of Grant and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends the acceptance of the III-B Supportive Services Subaward and III-C Nutrition Subaward agreements from the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state activity subsidies (III-B) and meal subsidies (III-C) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant is now required.

FISCAL IMPACT:

The III-C nutrition agreements provides for a maximum of \$82,296 in federal and state funding. The III-B activity subsidy grant provides a maximum of \$43,062 in federal and state funding. These funds will cover approximately 25% of the cost of the Community Center operation.

ALTERNATIVES:

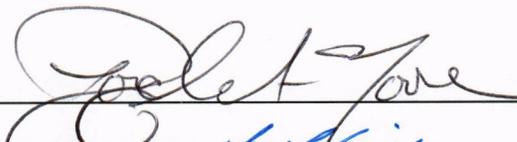
If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Community Center.

CONCURRENCE:

The nutrition agreement and grant notification have been reviewed by the Community Center Manager and Finance Director and they concur with the acceptance of the award.

SIGNATURE:

DEPARTMENT HEAD:



CITY ADMINISTRATOR APPROVAL:



III B SUPPORTIVE SERVICES SUBAWARD

This Subaward by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency," and City of Columbus hereinafter called "Subrecipient".

Program/CFDA Number: III-B Supportive Services 93.044
Federal Award Identifier Number: 20AANET3SS
Federal Funds Awarded through the Administration for Community Living

Federal Award Date:

Period of Performance:

Start date: 07/01/2019

End date: 06/30/2020

Amount of Federal Funds Awarded: \$ 13,781
Total of Funds Awarded: \$ 43,062

Subaward contact: Connie Cooper
119 W Norfolk Avenue
Norfolk, NE 68701
402-370-3454

The purpose of the Subaward is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the terms and conditions of this Subaward.

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older in planning and service area "C".

(C) Subrecipient is presently operating as a provider of supportive services and is capable and desirous of providing such supportive services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.** Subrecipient is hereby retained and appointed by Agency to provide supportive services to designated sites (see #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBILITY.** Participants that are 60 years of age or older are eligible for III B supportive services.

4. **DEFINITIONS of III B SUPPORTIVE SERVICES:**

(A) **Information and Assistance: (I & A)**

A service that: Provides individuals with information on services available within the community, including information relating to assistive technology;

- Assesses the problems and capabilities of the individuals;
- links individuals to the services and opportunities that are available;
- to the maximum extent practicable, ensures that individuals receive the services needed and are aware of opportunities available by establishing adequate follow-up procedures (but not mandatory).

Must be a one on one contact.

(B) Outreach:

An interactive activity that conveys information about available services, aging or the aging network (your senior center, NENAAA, etc). It includes in-person interactive presentations, booth/exhibit at a fair, conference or other public event. This service includes Public Education and Presentations. Examples are Senior Center parade float with senior center info, senior center booth at health fair, AARP does a presentation at the center, and senior center does a presentation on their services.

Activity is a group setting.

(C) Assisted Transportation:

Services or activities that provide or arrange for the travel. This service includes escort to a person who has physical or cognitive difficulties. Example: driver assists person from their home to the vehicle and again into the center or other destination. The senior center coordinates the transportation service.

Counted by the number of one-way trips. Demographic is needed. DO NOT COUNT NDOR/NDOT.

(D) Transportation:

Services or activities that provide or arrange for the travel. Transportation from one location to another. Example: Tom was asked by center manager to pick up Betsy on his way to the center. The senior center coordinates the transportation service.

Counted by number of one-way trips. DO NOT COUNT NDOR/NDOT.

(E) Nutrition Education:

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Programs and presentations must be from a reputable and accredited source. Presentation can be one on one or in a group setting. *Nutrition Education during congregate Meals requires a presentation; Nutrition Education material shall be delivered to home delivered clients and counted. NENAAA will provide material twelve times per fiscal year.* Counted by the session and estimated audience size (utilize sign in sheets).

(F) Health Promotion/Disease Prevention Qualified: (previously Health Clinic and Qualified trainer)

Health programs that help older individuals "age in place" and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)).

For example:

- routine health screenings,
- medication management,
- FROGS and other exercise groups led by certified trainers

Counted by the person. No demographic needed. Sign-in sheet with name, birth year and zip code required.

(G) Health Promotion/Disease Prevention Non-qualified: (previously Health Education and Non-Qualified trainer)

Health programs that help older individuals "age in place" and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)). For example:

- health education,

- exercise groups following a video, individual exercise, age-related diseases and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non certified leader)

Counted by the person. No demographic needed. Sign-in sheet with name, birth year and zip code required.

(H) Information Services:

A media activity that conveys information about available services, aging or the aging network. It is a mode of communication.

For example:

- Senior Center Facebook posts
- TV ads/PSAs
- Radio ads/PSAs, website hits
- Brochures
- Newspaper ads
- Newsletters

Communications must come from the senior center and not personal social media accounts. Any printed material shall be counted when the cost is incurred (when brochures are printed, when newspaper ad is billed, etc).

Counted by the activity (flyers is one activity, senior center menu in newspaper is one activity, repeated Facebook post about same upcoming event is one activity) and estimated audience size.

(I) Counseling:

Services that assist older adults to address issues, concerns, or make decisions. Counseling must be provided by someone certified in their field. The provider can be a volunteer or paid.

For example:

- Financial counseling
- SHIP and Health Insurance
- Housing
- Taxes

Does not include: Nutrition Counseling, Caregiver Counseling or Transitional Options Counseling

One on one and counted by the hour

(J) Material Distribution:

The provisions of goods to an older individual which will directly support the health and independence of the individual with an assessed need.

For example:

- Fans and heaters
- Briefs
- Commodities
- Food pantry
- Clothing distribution
- Eyeglasses
- Smoke detectors
- Medical equipment (Walkers, canes, etc)

Expanded beyond medical equipment. Counted by the unit and is a one on one. Demographic needed.

(K) Social Activities:

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities should be at the senior center or organized/planned by the senior center.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle

Spontaneous activities are not counted. Counted by person and clock hour (15 minute increments)

(L) Senior Center Hours:

Hours of a multi-purpose senior center that is open to the public (center must offer services beyond meals).

Counted by the hour *Report ONLY the center's hours of operation. If the center has advertised/announced it is closed for its normal daily activities, then senior center hours cannot be counted (even if the manager is at the center).*

Does not include fundraising events.

5. **SUPPORTIVE SERVICES TIMES.** The subrecipient plans to be closed and not offer services on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.

Services shall be made available between the hours of 7:30 AM to 4:30 PM. The subrecipient shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday, however, the subrecipient may choose to provide services on Saturday or Sunday.

6. **DISCRIMINATION PROHIBITED.** The subrecipient shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, religious creed, race, handicap, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The subrecipient further agrees to insert a similar provision in all subawards for services allowed under this Agreement.

7. **REPORTING:**

(A) **Financial/III C Nutrition Reports:** Accurate financial reports, as required, must be filed with the Agency office the 6th day of each month. Only error free reports will be accepted by the Agency no later than 10 A.M. on the 6th day of each month. If your reports are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If subrecipient is unavailable, the reports will be set aside and no reimbursement check will be written.

(B) **NAMIS:** NAMIS logsheets, as required, must be filed with the Agency office by the 6th day of each month by 10 A.M. Logsheets totals must match the financial/nutrition reports. Only error free logsheets will be accepted by the Agency no later than the 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If subrecipient is unavailable, the logsheets will be set aside and no reimbursement check will be written.

(C) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the nutrition site. The demographic form, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) Filing Deadlines. When the 6th day of the month falls on a Saturday, reports are due the Friday before. When the 6th day of the month falls on a Sunday, reports are due the Monday after. Any subrecipient FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) Other Data. Subrecipient hereby agrees to supply Agency with any and all data and information as may be requested from time to time and subrecipient shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail (when appropriate, information may be faxed/sent via US mail).

(F) Keeping of Records. Subrecipient hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this subaward. Subrecipient acknowledges that it shall receive compliance testing at least every two years and subrecipient shall keep all such records on file as established by Administration of Community Living, Internal Revenue Service and the Secretary of State. Subrecipient shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Subaward and service providers.

(G) False/Misleading Report. The submission of any false or misleading report by subrecipient, or the request of the subrecipient for this Agency to pay for the same service to an individual, shall result, at the option of the Agency, in the immediate cancellation of this subaward. Subrecipient shall be liable for any and all damage or loss occasioned by the submission of any false or misleading report.

(H) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the subrecipient's accounts, such as checking account, savings account, debit/credit card, or nutrition site cash, shall result in immediate termination of employee/employer misusing funds or, at the option of the Agency, in the immediate cancellation of this Subaward.

8. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Subrecipient shall comply with all of the rules, regulations and policies of the Federal Administration on Aging, Nebraska Department of Health and Human Services State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this subaward, shall remain the property of the subrecipient as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Agreement. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. All center equipment cannot be used for personal use even during non-working time.

(C) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to subrecipient accordingly.

(D) Attendance at Trainings. All center directors, center board members and employees must attend training sessions as requested by Agency. These trainings are mandatory.

(E) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Services units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(F) Term. The term of this subaward shall commence from July 1, 2019 through June 30, 2020.

(G) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the subrecipient is:

Name: Cynthia Branting
 Address: 3111 19th Street, Columbus, NE 68601
 Phone No.: (402) - 563 - 4444

(H) Ceiling. Unless otherwise agreed or revised, this subaward shall constitute a ceiling for all participation of Agency in the approved cost.

(I) Identify Source of Funding. The subrecipient will identify the source of funding for this Subaward, including all material published that mentions the III B program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

9. CONTRIBUTIONS. All III B Service contributions shall be reported as non-match. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. All other individuals must pay full price for the service.

10. REIMBURSEMENT TO SUBRECIPIENT. The total reimbursement to the subrecipient will be based on the subrecipients's number of Title III B units of services proposed in their budget in each service category multiplied by the subrecipient's reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Subaward, unless prior written approval is obtained by the subrecipient from the Agency. In addition, subrecipient may receive contributions. All such contributions for services provided shall remain with subrecipient. Should the subrecipient's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the subrecipient.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Information & Assistance	512	\$3.00	\$ 1536
Outreach	12	\$25.00	300
Assisted Transportation	3328	\$1.00	3328
Transportation	3680	\$.25	920
Nutrition Education	18	\$10.00	180
Health Promotion (qualified)	4464	\$4.75	21,204
Health Promotion (non-qualified)	10,427	\$.50	5214
Information Services	469	\$4.50	2111
Counseling	147	\$6.00	882
Material Distribution	153	\$6.00	918
Social Activities	23,876	\$.25	5969
Senior Center Hours	2032		500
Total			\$ 43,062

11. **SUBAWARD COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any subrecipient's failure to comply with the terms of this subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this subaward:

(A) Notification of Non-Compliance of III B Supportive Services Subaward. After it has been determined by Agency staff that the terms of this subaward are not being met, written notification of non-compliance shall be sent to the subrecipient by the Area Agency. The notification shall set forth the portion of the subaward being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the subrecipient in writing that funding shall be withheld until such time Subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the subrecipient, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of subaward will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section 12 (A), #1 and #2.

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's subrecipient monitoring policy, in the event of more than five violations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for subrecipients to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Area Agency. ***Funds may be lost if the State Unit on Aging does not give the Agency permission to pay for the meals served in previous months.*** In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Sub Award. The Executive Director of the Area Agency will notify the subrecipient, in writing, that said subaward has been rendered null and void until such time violations are corrected and approved by the Area Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 12 (A); #1 and #2

(C) Non-compliance of Annual Monitoring Visit Response. In the event the subrecipient has 5 or less recommendations, the subrecipient has 30 days to respond and or show proof of compliance. If subrecipient fails to meet this deadline a written reminder will be sent via e-mail. If the subrecipient fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the subrecipient is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

12. **GRIEVANCE PROCEDURE.**

(A) In the event that a dispute arises under this subaward or with the nutrition activity within the senior center on the part of subrecipient, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of subrecipient, subrecipient may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, subrecipient shall have the right to:

1. **Public Hearing.** A public hearing may be requested by the subrecipient if they have been notified in writing that they have not complied with the terms and conditions of this subaward and this subaward has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this subaward. In the event the Compliance Board, as set forth herein, determines that the terms of this subaward were not violated, then those services provided by subrecipient after termination notice will be paid.

2. **Compliance Board.** The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the subaward and determine if the subrecipient is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

13. **TERMINATIONS.** Either party may cancel during the term of this subaward, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving subaward termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the subrecipient.

14. **RETURN OF FUNDS.** Subrecipient may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.

15. **EMERGENCY TERMINATION.** In those instances where the subaward violation threatens the health, welfare and safety of participants and/or staff of the subrecipient, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this subaward may be declared null and void and all payments to subrecipient terminated.

16. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Subrecipient agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of subrecipient or subrecipient's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this subaward. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Subrecipient hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with

reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by subrecipient shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)
- c) Per occurrence of one million dollar
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in subrecipient's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the subrecipient fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the sub recipient the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

18. **ASSIGNMENT OF AGREEMENT.** Subrecipient shall not assign this subaward, or any part thereof, nor subcontract any of subrecipient's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

19. **MISCELLANEOUS PROVISIONS.**

- (A) This subaward shall be governed by and construed under the laws of the State of Nebraska.
- (B) This subaward shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this subaward, time is of the essence.
- (D) This subaward contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- (E) This subaward may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this subaward are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).
- (G) Designated III B supportive services alternate sites as indicated in paragraph "#2 Agreement" shall be:

Crown Villa, West Port and Real Life, which are all
independent living quarters.

IN WITNESS WHEREOF, this subaward has been executed by duly authorized officers this 21 day of March, 2019

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]
Chairman, Governing Board

ATTEST:

By [Signature]
Connie L. Cooper
Executive Director, NENAAA

City of Columbus
(subrecipient)

By _____
Board Chairman/designated person

ATTEST:

By [Signature]
Subrecipient Manager/Coordinator

III C NUTRITION SUBAWARD

This Subaward by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency," and City of Columbus hereinafter called "Subrecipient".

Program/CFDA Number: III-C1 Congregate Meals	93.045
Federal Award Identifier Number:	20AANET3CM
Program/CFDA Number: III-C2 Home-delivered Meals	93.045
Federal Award Identifier Number:	20AANET3HD
Program/CFDA Number: Nutrition Services Incentive Program	93.053
Federal Award Identifier Number:	20AANENSIP

Federal Funds Awarded through the Administration for Community Living

Federal Award Date:

Period of Performance:

Start date: 07/01/2019

End date: 06/30/2020

Amount of Federal Funds Awarded: \$ 69,768
 Total of Funds Awarded: \$ 82,296

Subaward contact: Connie Cooper
 119 W Norfolk Avenue
 Norfolk, NE 68701
 402-370-3454

The purpose of the Subaward is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the terms and conditions of this Subaward.

1. RECITALS.

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older in Planning and Service Area "C".

(C) Subrecipient is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. AGREEMENT. Subrecipient is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see #35 (G)), nutritious meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.
3. ELIGIBLE: who may participate in the Older Americans Act (OAA) nutrition program.

(A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older
3. Volunteer serving the meal
4. Individual with a disability, living with a parent 60 years of age or older and accompanying the parent
5. Individual with a disability who lives in senior housing.

(B) Home Delivered meals:

1. Any person aged 60 that is frail, homebound by reason of illness or incapacitating disability that prevents them from attending a congregate meal
2. A spouse of an eligible individual (60 years of age or older that is unable to attend a congregate meal)
3. Individual with a disability, living with an eligible individual 60 years of age (eligible individual is unable to attend the congregate meal and receives a home delivered meal)

(C) Volunteer meals:

1. A volunteer, under age 60, who provides services during the center's meal time, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room cleanup, meal delivery etc). Eligible to receive the congregate meal only (no carryout meals allowed).

(D) Caregiver meals (home delivered meals):

1. Spouse of care receiver, any age, may receive a home delivered meal. If the caregiver is an under 60 spouse, the meal for the caregiver is on a suggested contribution and becomes under 60 eligible on the logsheet. Home Delivered Meal Assessment and demographic forms must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by OAA nutrition program and the full cost of the meal shall be paid.(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center or another person, other than the meal participant, must pay the full price of the meal and the meal is not an eligible meal (no one can "buy" a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.

(C) Carryout meals:

1. Regardless of age, carryout meals are not eligible meals and must pay the full cost of the meal.

5. **CONTRIBUTION STANDARDS:**

1. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
2. Agency shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the meal service rendered.
3. Under no circumstances may an eligible client be denied service(s) by a subrecipient who received funds from the Agency (for that service) because of the client's decision not to contribute for services rendered.

4. There shall be two secure contribution boxes, congregate and home delivered, placed away from the sign-in, ticket and/or change table, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
5. Congregate and home delivered meal participant contributions shall be counted by two volunteers (volunteers must change at least quarterly), and both individuals shall sign a form attesting to the correct account. A copy of such signed documentation shall be kept on file.
6. Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized.
7. A separate container shall be used for collecting non-eligible meal cost fees or non-eligible money shall be received by the manager or desk person.

6. MENUS AND MEAL PLANNING.

(A) Menu Planning. Each meal served by subrecipient must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, vitamin k, thiamin, riboflavin, and niacin.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

(B) Menu Approval. Subrecipient must submit menus to the Agency in a calendar format for approval on a quarterly basis. *The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.* Menus, in a calendar format listing portions of each food item, must be submitted to the Agency on or before the 1st day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. *All menus must be pre-approved to receive reimbursement.*

June 1st for July, August & September
 September 1st for October, November & December
 December 1st for January, February & March
 March 1st for April, May & June

(C) Food Substitution. Each meal will be served as originally approved. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc. Substitutions will be held to a minimum. Any deviation will be written on a substitution form provided by the Agency and kept by subrecipient for a period of three years. Random review of food substitutions will be done by Agency.

(D) Meal Pattern. The menu pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit, juice or cookie" does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as "fluff" salad or desserts may increase nutrient content but cannot be counted as a fruit or vegetable portion. "Frog-eyed" salad and nutrient dense desserts, such as pumpkin, fruit cocktail or

applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.

4. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:

- Protein – 22 grams per meal
- Fiber -10 grams per meal
- Vitamin A – 300 ug per meal
- Vitamin C – 30 mg per meal
- Folate – 133 mg per meal
- Calcium – 400 mg per meal
- Iron – 3 grams per meal
- Potassium – 1,566 per meal
- Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, dried apricots, peaches, prunes, raisins, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:

- 2 oz of high fiber bread
- ½ cup of bread alternatives (pasta, oatmeal and/or rice) along with 1 oz of bread
- fiber dense desserts along with 1 oz bread
- sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

Accompaniments may need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Subrecipients that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
8. **RAW FOOD COST PER MEAL.** The Area Agency annually establishes a recommended maximum raw food cost per meal to control costs and fundraising. Any subrecipient showing non-compliance with raw food cost per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high raw food costs may result in the subrecipient being notified of non-compliance with the Nutrition Subaward (See Subaward Compliance & Enforcement, #27 A).
9. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at a nutrition site on any given day. If the appropriate portion does not meet all recommendations each subrecipient will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
10. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
 - Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
 - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
 - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
 - Use a variety of textures (Example: mashed potatoes and carrot sticks).
 - Two colorful food items will be used in each meal (Example: green beans and peaches).
 - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
 - Serve fruits, custards, puddings, etc. chilled.
 - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
 - Use only good quality foods.
 - Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Subrecipient will include:

 - Canned fruit and vegetable - USDA Grade A.
 - Fresh fruit and vegetables - No. 1 quality.
 - Poultry - USDA Grade A or better.
 - Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
 - Pork - USDA No 1. or better
 - Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
 - Salt - iodized.

11. **SERVING TIMES.** The subrecipient plans to be closed and not serve on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.

Meals shall be made available between the hours of 12:00 PM and 12:30 PM on the following days Monday - Friday and between the hours of _____ and _____ on the following days _____ . (Subrecipient is encouraged to serve a breakfast, brunch or evening meal.)

Permit all participants to eat a leisurely meal.

Meals are normally to be served Monday through Friday, however, the subrecipient may choose to serve meals on Saturday or Sunday.

12. **CONGREGATE MEAL SITES SHALL:**

- (1) include procedures for collecting feedback from participants about services received.
- (2) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- (3) have paid staff/volunteer physically on site during meal time.

13. **WEATHER CLOSING POLICY** – All subrecipients must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Center policy should not be “closed when the school is closed” as schools are usually closed due to country roads. Policy shall state the protocol for closing and all efforts made for providing home delivered meals if center is closed for more than one day. Congregate meal cancellations, due to bad weather, should be made up at the nutrition site’s convenience (within the fiscal year).

14. **EMERGENCY MEAL POLICY.** If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately and subrecipient follow plan of action set forth in subrecipient’s written emergency meal policy. In the event subrecipient does not provide meal service during this time, see page 13, #33, Failure to Provide Meals.

15. **CATERED MEAL CONTRACT.** All subrecipients, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have an agreement, provided by the Agency, with the catered facility. A copy of the signed agreement must be on file with the Agency prior to the subrecipient receiving funds.

16. **HOME DELIVERED MEALS.**

- 1. Subrecipients which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 140 degrees F or hotter, and the cold food is 40 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. Sacks can be used to deliver the meal when placed in insulated containers. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
- 2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file. Temperatures must stay out of the temperature danger zone of 40 degrees to 140 degrees (see page 8, #7 Sanitation and Safety).

3. Home delivered route slips must be signed by the staff or volunteer delivering the meals. Home delivered meal participants will verify that they received the meals by signing and returning the home delivered meal contribution request form with their contributions each month.
4. Meals will be delivered to the meal participant's home/apartment. When a client is not home to receive their meal, the meal delivery person will not leave the meal at the residence or apartment building.
5. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a medical, mental or physical reason. An in-home assessment must be done by nutrition site staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed in person annually between July 1st and October 31st and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the subrecipient.
6. A temporary home-delivered meal may be provided for *two weeks or less* without an assessment being completed by the subrecipient. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by subrecipient and kept on file. If meals go beyond the two weeks, subrecipient must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal policy.*

17. **SANITATION AND SAFETY.** Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each congregate nutrition center used in the congregate nutrition program is required in all stages of food service operations.

- (1) Specifically regarding food and food service, the service provider must comply with the Food Service Sanitation Manual, State of Nebraska Department of Health and Human Services, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. *Any critical Health Department findings will be followed up by the Area Agency's Nutrition Department.*
- (2) Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Exterminators must be utilized on a regular basis.
- (3) Assure meal prep equipment is safe, in proper working condition, holds temperatures and is sanitary for use, has monitored and recorded temperatures and proper chemical levels.
- (4) The transport equipment, packaging materials, and procedures used by the service provider to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 140 degrees F and cold temperatures at or below 40 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.
- (5) Foods used in the nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.
- (6) Foods must be properly stored. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.
- (7) Foods must be served at 140 degrees F or above or 40 degrees F or below. Foods can only be allowed to remain between 40 degrees and 140 degrees for two hours or less, including preparation, serving and holding.

- (8) On a daily basis, food temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file.
- (9) Leftovers are not encouraged and should be held to a minimum. For catered operations, all potentially hazardous leftover food must be disposed of after the meal.
- (10) To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the nutrition site include cake, cookies, bread, and fresh fruit, such as apple, orange, pear or banana etc.
- (11) Bibbed aprons must be worn by all food preparation staff and volunteers.
- (12) Hands must be properly washed prior to disposable glove use.
- (13) Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.
- (14) Effective procedures for dish washing and sanitizing in a three-compartment sink must be on file and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently. Dishwasher temperatures must be taken and recorded daily.
- (15) All hair shall be covered by hairnets while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving. Caps may be utilized if it covers ALL hair.
18. **MEAL SITES SHALL POST SIGNAGE SHOWING:**
- Where exits are located
 - Evacuation plan map
 - Dining menus
 - Cost sharing information for full price/suggested contribution
 - Signage stating clients cannot take home potentially hazardous foods
 - Emergency numbers
19. **REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a subrecipient of the Northeast Nebraska Area Agency on Aging, the procedure below must be followed:
- Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
 - Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the subrecipient or contractor if there is a possibility of food poisoning.
 - Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, subrecipient or contractor must follow step #2.
 - Keep the Nutrition, Health and Services Coordinator or Executive Director notified.
20. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP).** The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the subrecipient monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of

food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc

21. **PRODUCTION STAFFING GUIDELINES.** As approved by the Northeast NE. Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each subrecipient with on-site cooking cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL.** Any nutrition site showing non-compliance, with the maximum kitchen labor minutes per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high kitchen labor minutes per meal may result in the center being notified of non-compliance with the Nutrition Subaward (See Subaward Compliance & Enforcement, #27 A). Exceptions to non-compliance may be made at the discretion of the Agency Nutrition Department and or the Agency's Executive Director.

22. **DISCRIMINATION PROHIBITED.** The subrecipient shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, religious creed, race, handicap, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The subrecipient further agrees to insert a similar provision in all subcontracts for services allowed under this Subaward.

23. **REPORTING.**

(A) **Financial/III C Nutrition Reports:** Accurate financial reports, as required, must be filed with the Agency office the 6th day of each month. Only error free reports will be accepted by the Agency no later than 10 A.M. on the 6th day of each month. If your reports are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If subrecipient is unavailable, the reports will be set aside and no reimbursement check will be written.

(B) **NAMIS:** NAMIS logsheets, as required, must be filed with the Agency office by the 6th day of each month by 10 A.M. Logsheets totals must match the financial/nutrition reports. Only error free logsheets will be accepted by the Agency no later than the 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If subrecipient is unavailable, the logsheets will be set aside and no reimbursement check will be written.

(C) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the nutrition site. The demographic form, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) **Filing Deadlines.** When the 6th day of the month falls on a Saturday, reports are due the Friday before. When the 6th day of the month falls on a Sunday, reports are due the Monday after. Any subrecipient FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) **Menu Deadlines.** Quarterly menus (three months) must be submitted to the Area Agency for approval on or before the 1st day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. **Funding will be held until the following month if subrecipient fails to meet the menu deadline.** If subrecipient submits the menus and or the revised menus so late that the Agency's Nutrition and Services Department does not have adequate time for menu review and approval, any meals that have not been approved WILL NOT BE REIMBURSED. **All menus must be pre-approved to receive reimbursement.**

(F) Other Data. Subrecipient hereby agrees to supply Agency with any and all data and information as may be requested from time to time and sub recipient shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail (when appropriate, information may be faxed/sent via US mail).

(G) Keeping of Records. Subrecipient hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Subaward. Subrecipient acknowledges that it shall receive compliance testing at least every two years and subrecipient shall keep all such records on file as established by Administration on Community Living, Internal Revenue Service and the Secretary of State. Subrecipient shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the Nutrition Subaward, the food service and vendors.

(H) False/Misleading Report. The submission of any false or misleading report by subrecipient, or the request of the subrecipient for the Agency to pay for the same service covered by another contractor, such as Social Service Block Grant, shall result, at the option of the Agency, in the immediate cancellation of this Subaward. Subrecipient shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.

(I) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the subrecipient's accounts, such as checking account, savings account, debit/credit card, or nutrition site cash, shall result in immediate termination of employee/employer misusing funds or at the option of the Agency, in the immediate cancellation of this Subaward.

24. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Subrecipient shall comply with all of the rules, regulations and policies of the Federal Administration on Community Living, Nebraska Department of Health and Human Services State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this subaward, shall remain the property of the subrecipient as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this subaward. **THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. All center equipment cannot be used for personal use even during non-working time.**

(C) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to subrecipient accordingly.

(D) Attendance at Trainings. All nutrition site directors, nutrition site board members, managers, employees, and cooks must attend training sessions as requested by Agency. These trainings are mandatory.

Serv Safe. The nutrition site kitchen staff and manager are strongly encouraged to be Serv Safe certified. These certificates shall be posted at the nutrition site.

(E) Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Subaward, served to eligible individuals.

(F) Term. The term of this Subaward shall commence from July 1, 2019 through June 30, 2020.

(G) Daily Operation. Person responsible for the daily operation of the nutrition site on behalf of the subrecipient is:

Name: Cynthia Branting

Address: 3111 19th Street
Columbus, NE 68601

Phone: (402) - 563 - 4444

(H) Ceiling. Unless otherwise agreed or revised, this Subaward shall constitute a ceiling for all participation of Agency in the approved cost.

(I) Identify Source of Funding. The subrecipient will identify the source of funding for this subaward, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

25. MEAL CONTRIBUTIONS. All meal contributions shall be reported as non-match. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, eating with their spouse, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full price for the meal.

The budgeted contribution per meal for the C-1, congregate, meal program is \$ 3.25.
The budgeted contribution per meal for the C-2, home-delivered, meal program \$ 4.43.

26. REIMBURSEMENT TO SUBRECIPIENT. The reimbursement rate will be based on the subrecipient's federal/state dollar allotment and the number of Title III C meals proposed in their budget, but not to exceed \$ 2.15 per Title III C congregate meal or \$ 2.60 per Title III C home-delivered meal. In addition, subrecipient will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with subrecipient.

Agency agrees to provide a base amount of \$ 2.15 per meal for 23876 congregate meals, not to exceed \$ 51333 and \$ 2.60 per meal for 4318 home-delivered meals, not to exceed \$ 11227 during the term of this Subaward, unless prior written approval is obtained by the subrecipient from the Agency. In addition, subrecipient shall receive NSIP reimbursement for each meal served to a qualifying individual in the form of cash and be allowed to retain all daily meal contributions. Total anticipated funds received by subrecipient for each meal is \$ 6.10 for congregate meals and \$ 7.73 for home-delivered. Should the subrecipient's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the subrecipient.

27. SUBAWARD COMPLIANCE AND ENFORCEMENT. It is the responsibility of the Agency staff to inform the Agency Executive Director of any subrecipient's failure to comply with the terms of this subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Subaward:

(A) Notification of Non-Compliance of Nutrition Subaward. After it has been determined by Agency staff that the terms of this subaward are repeatedly not being met, written notification of non-compliance shall be sent to the subrecipient by the Agency. The notification shall set forth the portion of the subaward being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the subrecipient in writing that funding shall be withheld until such time subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the subrecipient, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of subaward will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section 28 (A).

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Subrecipient Monitoring Policy, in the event of more than five violations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for subrecipients to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Area Agency. *Funds may be lost if the State Unit on Aging does not give the Agency permission to pay for the meals served in previous months.* In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Sub Award. The Executive Director of the Area Agency will notify the subrecipient, in writing, that said subaward has been rendered null and void until such time violations are corrected and approved by the Area Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 28 (A).

(C) Non-compliance of Annual Monitoring Visit Response. In the event the subrecipient has 5 or less recommendations, the subrecipient has 30 days to respond and or show proof of compliance. If subrecipient fails to meet this deadline a written reminder will be sent via e-mail. If the subrecipient fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the subrecipient is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

28. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this subaward or with the nutrition activity within the senior center on the part of subrecipient, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of subrecipient, subrecipient may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, subrecipient shall have the right to:

1. Public Hearing. A public hearing may be requested by the subrecipient if they have been notified in writing that they have not complied with the terms and conditions of this subaward and this subaward has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this subaward. In the event the Compliance

Board, as set forth herein, determines that the terms of this subaward were not violated, then those services provided by subrecipient after termination notice will be paid.

Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the subaward and determine if the subrecipient is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

29. **TERMINATIONS.** Either party may cancel during the term of this subaward, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving subaward termination shall be submitted with the written termination notice. Said 30 days notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the subrecipient.

30. **RETURN OF FUNDS.** Subrecipient may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.

31. **EMERGENCY TERMINATION.** In those instances where the subaward violation threatens the health, welfare and safety of participants and/or staff of the subrecipient, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this subaward may be declared null and void and all payments to subrecipient terminated.

32. **INDEMNITY AND INSURANCE**

(A) **Hold Harmless Agreement.** Subrecipient agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of subrecipient or subrecipient's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this subaward. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Subrecipient hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by subrecipient shall include minimum insurance coverage of:

- a. General Aggregate insurance coverage of two million dollars
- b. Product Liability insurance coverage of two million dollars
- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in subrecipient's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

33. **FAILURE TO PROVIDE MEALS.** In the event that the subrecipient fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the subrecipient the cost of such replacement meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

34. **ASSIGNMENT OF SUBAWARD.** Subrecipient shall not assign this subaward, or any part thereof, nor subcontract any of subrecipient's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

35. **MISCELLANEOUS PROVISIONS.**

- (A) This subaward shall be governed by and construed under the laws of the State of Nebraska.
- (B) This subaward shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this subaward, time is of the essence.
- (D) This subaward contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- (E) This subaward may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this subaward are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated serving sites as indicated in paragraph "#2 Agreement" shall be: Crown Villa,
West Port, and Real Life, which are all independent living quarters.

IN WITNESS WHEREOF, this subaward has been executed by duly authorized officers this 21 day of March, 2019.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *Jenn Fund*
Chairman, Governing Board, NENAAA

ATTEST

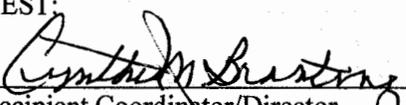
By *Connie Cooper*
Connie L. Cooper
Executive Director, NENAAA

City of Columbus
(subrecipient)

By _____

Nutrition Site Chairman or designated person

ATTEST:

By 
Subrecipient Coordinator/Director

MEMORANDUM

DATE: April 26, 2019
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2019-2020 III E Family Caregiver Support Provider Subaward with
Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends approval of the III E Family Caregiver Support Provider Subaward for funding for the Columbus Community Center program with the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state subsidies for senior centers in northeast Nebraska. In order for the City of Columbus to receive these funds, an annual subaward agreement must be prepared, then approved by the Mayor and City Council.

FISCAL IMPACT:

For 2019-2020 NENAAA has allocated \$3,000 of federal and state funding for these caregiver support services. This fully covers the costs of caregiver support services.

ALTERNATIVES:

If we do not apply for these funds, the Community Center would need to be fully funded by the City or need additional funding sources to continue this service.

CONCURRENCE:

This subaward has been reviewed by the Community Center Manager and the Finance Director and they concur with the application.

SIGNATURE:

DEPARTMENT HEAD: _____

CITY ADMINISTRATOR APPROVAL: _____

**Title III-E Family Caregiver Support
PROVIDER SUBAWARD**

This Subaward is made and entered into by and between the Northeast Nebraska Area Agency on Aging (Agency) located at 119 W Norfolk, Norfolk, NE 68701 and Columbus Senior Center (referred to as "Subrecipient") located at 3111 19th Street, Columbus, NE 68601.

Program/CFDA Number: III-E Family Caregiver Support 93.052
Federal Award Identifier Number: 20AANET3FC
Federal Funds Awarded through the Administration for Community Living

Federal Award Date:

Period of Performance:

State date: 07/01/2019

End date: 06/30/2020

Total Funds Awarded: \$3,000.00

Subaward contact:

Connie Cooper
119 W Norfolk Avenue
Norfolk, NE 68701
402-370-3454

Purpose: The purpose of this Subaward is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal Statutes and their implementing regulations, State of Nebraska statutes, DHHS program regulations and the terms and conditions of the Subaward.

I. General Terms

A. Provision of Service:

- a. Caregiver Outreach: An interactive activity that conveys information to caregivers about available services, aging or the aging network (your senior center, NENAAA, etc.). This includes in-person interactive presentations, booth/exhibit at fair, conference or other public events and peer-to-peer caregiver support groups. This service includes Public Education and Presentations.

Service unit is activity in a group setting.

- b. Caregiver Information Services: A media activity that conveys information to caregivers about available services aging, or the aging network. It is a one way mode of communication, examples include Senior Center Facebook posts, TV

ads, public service announcements, website hits, brochures, newspaper ads, press releases, etc.

When counting brochures and other print media as Information Services, it is counted when the cost is incurred (when the brochures are printed, when the newspaper ad is billed).

Service unit is by the activity (flyers is one activity, repeated Facebook post about same upcoming caregiver event is one activity) and estimated audience size.

- B. Service Area: Planning and service area counties
- C. Term: Shall be for a period of one year commencing July1, 2019 and ending June 30, 2020.
- D. Subaward amount: The maximum amount payable under this Subaward is \$3,000 per fiscal year, subject to availability.

The Agency and Subrecipient therefore enter into the following:

II. Scope of Service

- A. This Subaward provides for Family Caregiver Support services.
- B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services:
 - Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older.
 - Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease or related disorder.
 - Older relatives (not parents) age 55 and older is the informal provider of in-home and community care to child age 18 or under, lives with the child and is primary caregiver
 - Older relatives, may include parents, age 55 and older who are caring for an individual age 18-59 with a disability, lives with the individual, is the informal provider of in-home and community care and primary caregiver of the individual.

For more guidance of eligibility of Family Caregivers, contact NENAAA.

- C. Services will be delivered at Columbus Community Center.

- D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

III. Subrecipients Duties

- A. Identify individuals eligible to receive Title III E Family Caregiver Support Services.
- B. Provide the following Family Caregiver Support services but not limited to:
- Caregiver Outreach
 - Caregiver Information
- C. Submit programmatic and financial reports to the Agency as per the established schedule. Accurate financial reports, as required, must be filed to the Agency office by the 6th day of each month. Only error free financial reports will be accepted by the Agency no later than 10:00 a.m. on the 6th day of each month. If your reports are received on or before the 5th at 5:00 pm, Agency staff will attempt to contact you for needed corrections. If subrecipient is unavailable, the reports will be set aside and no reimbursement check will be written.

When the 6th day of the month falls on a Saturday, reports are due the Friday before. When the 6th day of the month falls on a Sunday, reports are due the Monday after. The Subrecipient failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Subrecipient agrees to provide the Agency with any and all data and information as may be requested.

- D. Subrecipient agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Subaward. Subrecipient shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site reviews of but not limited to all files pertinent to the annual evaluation.
- E. The submission of any false or misleading report by Subrecipient or the request of the Subrecipient for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Subaward. Subrecipient shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.

F. Personal purchases such as food, office items, personal motel charges, etc. made from the Subrecipients's accounts such as checking, savings, and/or credit card shall result in immediate termination of employee/employer misusing funds or at the option of the Agency in the immediate cancellation of their Subaward.

G. Attend all meetings and trainings as requested by Agency.

IV. Agency Duties

A. Reimburse the Subrecipient for costs of services provided under this subaward.

B. Provide the Subrecipient with forms for reports, units of service and expenditures of services provided under this Subaward.

C. Work with the Subrecipient to develop local programs to reach the target population.

D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Subaward are fulfilled.

E. The Agency shall indemnify and hold harmless Subrecipient for claims arising by reason of any act or omission of the Agency under this Subaward.

F. Provide training and hold meetings on an on-going basis for the Subrecipient about Family Caregiver Support activities.

V. Administrative Provisions

A. Subrecipient shall comply with all of the rules, regulations and policies of the Federal, State, and Agency.

B. All equipment purchased or repaired with funds resulting from this Subaward shall remain property of the Subrecipient as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.

C. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the grant funds to the Subrecipient accordingly.

D. Subrecipient agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action of whatever nature arising from any act, omission or negligence of Subrecipient or Subrecipients agents or employees to any person or the property of any person or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of the Subaward. This shall include indemnity against all costs,

expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

E. All provisions of the Subaward are subject to the Americans with Disabilities Act.

VI. Subaward Compliance and Enforcement

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Subrecipient's failure to comply with the terms of this Subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Subaward:

(A) Notification of Non-Compliance of III E Family Caregiver Support Subaward. After it has been determined by Agency staff that the terms of this Subaward are not being met, written notification of non-compliance shall be sent to the Subrecipient by the Agency. The notification shall set forth the portion of the Subaward being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Subrecipient in writing that funding shall be withheld until such time Subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Subrecipient, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Subaward will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section VII (A) #2 (compliance board)

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to Agency's Subrecipient Monitoring Policy, in the event of more than five violations, the Area Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for Subrecipients to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the Subrecipient in writing that funding shall be

withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Agency. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Subaward. The Executive Director of the Agency will notify the Subrecipient in writing that said Subaward has been rendered null and void until such time violations are corrected and approved by the Agency. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(2) Grievance Procedure. See section VII (A); #2 (compliance board)

(C) Non-compliance of Annual Monitoring Visit Response. In the event the subrecipient has 5 or less recommendations, the subrecipient has 30 days to respond and or show proof of compliance. If subrecipient fails to meet this deadline, a written reminder will be sent via e-mail. If the subrecipient fails to respond in writing or show proof of compliance 60 days from the monitoring visit, funds will be withheld until the subrecipient is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

VII. **Grievance Procedure**

(A) In the event that a dispute arises under this Subaward, such dispute shall first be taken to the Program Coordinator of the Agency. If said dispute is not settled to the satisfaction of Subrecipient, Subrecipient may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Subrecipient shall have the right to:

1. Public Hearing. A public hearing may be requested by the Subrecipient if they have been notified in writing that they have not complied with the terms and conditions of this Subaward and this Subaward has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Subaward. In the event the Compliance Board, as set forth herein, determines that the terms of this Subaward were not violated, then those services provided by Subrecipient after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a

Subrecipient or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Subaward and determine if the Subrecipient is in violation of the terms and conditions of said Agreement, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

VIII. Termination or Suspension

- A. This subaward is contingent upon availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the Subaward by written notice of 30 working days and no further services or payment for services shall be rendered.
- B. If either the Subrecipient or the Agency abandons, non-performs or before completing discontinues services or if the commencement or timely completion of the service by either party is rendered improbably infeasible or illegal, the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Subaward until such time as the events or conditions resulting in such suspension has ceased or been corrected.
- C. Either party may terminate this Subaward by providing 30 days written notice of the termination to the other party.

IN WITNESS THEREOF, the Agency and Subrecipient by and through authorized officers have duly executed thus Subaward.

Northeast Nebraska Area Agency on Aging

Connie Cooper
Signature

Connie Cooper, Director
Name and Title

3/26/19
Date

Subrecipient

Signature

James Bulkley, Mayor
Name and Title

Date

Option:Detail Line Items Sorted by Vendor
 Include All

City of Columbus
 OUTSTANDING VOUCHER LIST

5/03/19 Pgm-GL3048
 10:55:09 Page: 1

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
05214	A TO Z MESSAGING	050	000766	9329						
				500-500-532.50-624	00000	ANSWERING SR	5/06/19	52.50	.00	
				520-520-532.70-624	00000	ANSWERING SR	5/06/19	52.50	.00	
						* Invoice Sub-Total:		105.00	.00	
09479	BIG RED SANITATION INC	050	000782	MAY19						
				500-500-532.50-625	00000	GARBAGE SERV	5/06/19	35.00	.00	
				200-200-531.00-625	00000	GARBAGE SERV	5/06/19	35.00	.00	
				100-120-522.00-431	00000	GARBAGE SERV	5/06/19	35.00	.00	
						* Invoice Sub-Total:		105.00	.00	
06250	BOSWELL DAVID D	050	000767	ENGINEER						
				100-100-510.00-601	00000	SUPPLIES	5/06/19	2.94	.00	
				100-145-524.00-601	00000	SUPPLIES	5/06/19	5.88	.00	
				200-200-531.00-601	00000	SUPPLIES	5/06/19	14.72	.00	
				211-211-570.00-601	00000	SUPPLIES	5/06/19	11.76	.00	
				500-500-532.50-601	00000	SUPPLIES	5/06/19	5.88	.00	
				500-501-532.60-601	00000	SUPPLIES	5/06/19	5.88	.00	
				520-520-532.70-601	00000	SUPPLIES	5/06/19	5.88	.00	
				560-560-532.95-601	00000	SUPPLIES	5/06/19	5.88	.00	
						* Invoice Sub-Total:		58.82	.00	
00252	CDW GOVERNMENT	050	000768	RVR7473						
				100-100-510.00-751	00000	SERVER/LICEN	5/06/19	31,258.00	.00	
05705	CNC REPAIR LLC	050	000769	MAY19						
				100-110-521.00-433	00000	VEHICLE MAIN	5/06/19	1,818.48	.00	
06249	FBG SERVICE CORPORATION	050	000770	845994						
				100-100-510.00-431	00000	CH CLEANING	5/06/19	1,374.00	.00	
28337	FIRST NATIONAL BANK	050	000771	MAY19						
				500-500-532.50-590	00000	ACH FEES	5/06/19	71.37	.00	
				520-520-532.70-590	00000	ACH FEES	5/06/19	71.36	.00	
				100-100-510.00-590	00000	ACH FEES	5/06/19	65.55	.00	
						* Invoice Sub-Total:		208.28	.00	
05648	HEARTLAND FIRE PROTECTION	050	000772	38207						
				100-120-522.00-617	00000	REFILL EXTIN	5/06/19	109.00	.00	
05958	ITERIS INC.	050	000773	325069						
				200-200-531.00-730	00000	33AVE TRAF S	5/06/19	2,227.50	.00	
49604	KIRKHAM MICHAEL	050	000774	86619						
				205-205-533.00-720	00000	SNOW REMOV B	5/06/19	12,206.40	.00	
03010	MAIL PREP ETC	050	000775	1030						
				100-100-510.00-604	00000	POSTAGE	5/06/19	119.47	.00	
00060	NE DEPT OF ECONOMIC DEVELOPMNT	050	000776	HOUSING						
				100-100-510.00-270	00000	R WHITING-CE	5/06/19	6.50	.00	

Option:Detail Line Items Sorted by Vendor
 Include All

City of Columbus
 OUTSTANDING VOUCHER LIST

5/03/19 Pgm-GL3048
 10:55:09 Page: 2

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-145-524.00-270	00000	R WHITING	5/06/19	13.00	.00	
				200-200-531.00-270	00000	R WHITING	5/06/19	32.50	.00	
				211-211-570.00-270	00000	R WHITING	5/06/19	26.00	.00	
				500-500-532.50-270	00000	R WHITING	5/06/19	13.00	.00	
				500-501-532.60-270	00000	R WHITING	5/06/19	13.00	.00	
				520-520-532.70-270	00000	R WHITING	5/06/19	13.00	.00	
				560-560-532.95-270	00000	R WHITING	5/06/19	13.00	.00	
				* Invoice Sub-Total:				130.00	.00	
59963	NEBRASKA LAW ENFORCEMENT	050	000777	8124						
				100-110-521.00-270	00000	ANN DUSH	5/06/19	135.00	.00	
06026	NEBRASKA SURVEY REPOSITORY	050	000783	ENGINEER						
				100-100-510.00-590	00000	FILING FEE	5/06/19	2.50	.00	
81125	STATE OF NEBR DEPT OF REVENUE	050	000784	POOLS						
				100-151-551.24-669	00000	SALES TAX	5/06/19	167.55	.00	
				100-152-551.24-669	00000	SALES TAX	5/06/19	270.48	.00	
				* Invoice Sub-Total:				438.03	.00	
81125	STATE OF NEBR DEPT OF REVENUE	050	000785	UTILITY						
				520-520-532.70-669	00000	SALES TAX	5/06/19	9,714.07	.00	
				500-500-532.50-669	00000	SALES TAX	5/06/19	33,726.80	.00	
				520-522-532.70-669	00000	SALES TAX	5/06/19	20.55	.00	
				* Invoice Sub-Total:				43,461.42	.00	
81125	STATE OF NEBR DEPT OF REVENUE	050	000786	GOLF						
				100-155-551.25-669	00000	SALES TAX	5/06/19	3,221.23	.00	
				100-156-551.25-669	00000	SALES TAX	5/06/19	2,473.31	.00	
				* Invoice Sub-Total:				5,694.54	.00	
				** VENDOR SUB-TOTAL:				49,593.99	.00	
88137	UNITED STATES POST OFFICE	050	000778	MAY19						
				500-500-532.50-604	00000	UTILTIY BILL	5/06/19	1,187.20	.00	
				520-520-532.70-604	00000	UTILITY BILL	5/06/19	1,187.20	.00	
				* Invoice Sub-Total:				2,374.40	.00	
04312	VERIZON WIRELESS	050	000779	MAY19						
				100-110-521.00-624	00000	CPD JETPACKS	5/06/19	240.31	.00	
91785	WALMART COMMUNITY/GECRB	050	000780	MAY19						
				100-100-510.00-590	00000	SUPPLIES	5/06/19	19.88	.00	
				100-110-521.00-601	00000	SUPPLIES	5/06/19	39.97	.00	
				100-110-521.00-602	00000	SUPPLIES	5/06/19	6.87	.00	
				100-110-521.00-603	00000	SUPPLIES	5/06/19	85.86	.00	
				100-120-522.00-601	00000	SUPPLIES	5/06/19	29.40	.00	
				100-130-555.00-601	00000	SUPPLIES	5/06/19	32.77	.00	
				100-130-555.00-640	00000	SUPPLIES	5/06/19	112.28	.00	
				100-152-551.24-601	00000	SUPPLIES	5/06/19	51.88	.00	
				100-152-551.24-602	00000	SUPPLIES	5/06/19	48.60	.00	
				100-156-551.25-521	00000	FLOOD REPAIR	5/06/19	53.91	.00	
				500-500-532.50-439	00000	SUPPLIES	5/06/19	7.50	.00	

Option:Detail Line Items Sorted by Vendor
Include All

City of Columbus
OUTSTANDING VOUCHER LIST

5/03/19 Pgm-GL3048
10:55:09 Page: 3

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				500-500-532.50-602	00000	SUPPLIES	5/06/19	64.15	.00	
				520-520-532.70-439	00000	SUPPLIES	5/06/19	7.50	.00	
				* Invoice Sub-Total:				560.57	.00	
04447	WORTMAN STEVE	050	000781	CEMETERY						
				100-140-541.00-601	00000	WATER FOR SH	5/06/19	21.44	.00	
								=====	=====	
						INVOICE HEADER RECORDS TOTAL:		102,648.16	.00	
						INVOICE DETAIL LINE ITEMS TOTAL:		102,648.16	.00	
						INCLUDES MANUAL CHECKS TOTALING		.00	.00	
								BALANCED	BALANCED	

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim **May 5 - 11, 2019 as**

“DRINKING WATER WEEK”

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2019, and affixed the great seal of the City of Columbus, Nebraska.



James B. Bulkley, Mayor
City of Columbus



The City of **Columbus**

FINANCE DEPARTMENT

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

The Community Development Agency of the City of Columbus, Nebraska, provides this report in compliance with the requirements under Section 18-2117.02, Nebraska Revised Statutes, Sections 18-2101, et. seq. (the "Nebraska Community Development Law"). The Nebraska Community Development Law governs the use of tax-increment financing. Pursuant to Section 18-2117.02 of the Nebraska Community Development Law, this report contains the following information:

(1) The total number of redevelopment projects within the city that have been financed in whole or in part through the division of taxes as provided in section 18-2147:

To date, eight redevelopment projects within the city have been financed in whole or in part through the division of taxes as provided in section 18-2147.

(2) The total estimated project costs for all such redevelopment projects:

The total estimated project costs for all such redevelopment projects listed in item 1 above is \$56,451,000.00.

(3) A comparison between the initial projected valuation of property included in each such redevelopment project as described in the redevelopment contract and the assessed value of the property included in each such redevelopment project as of January 1 of the year of the report:

Please see the attached Redevelopment Project Matrix.

(4) The number of such redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to section 18-2147:

No redevelopment projects utilizing the division of taxes were paid in full during the previous calendar year.

(5) The number of such redevelopment projects approved by the governing body in the previous calendar year:

Three redevelopment projects were approved by the City Council of the City of Columbus in the previous calendar year.



The City of **Columbus**

FINANCE DEPARTMENT

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

(6) Information specific to each such redevelopment project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs:

1. 33rd Ave. Retail Project, Area 1, \$375,000.00 Financed, \$2,330,000.00 Est. Cost
2. 33rd Ave. Apartment Project, Area 1, \$1,225,000.00 Financed, \$7,891,000.00 Est. Cost.
3. 33rd Ave. Hotel Project, Area 1, \$975,000.00 Financed, \$8,530,000.00 Est. Cost

(7) The percentage of the city that has been designated as blighted.

Currently, 25% of the City of Columbus, Nebraska, has been designated as blighted, substandard and in need of redevelopment.

If you have any questions concerning the contents of this report, please contact Heather Lindsley, Finance Director at 402-562-4229. Thank you.

Sincerely,

Heather Lindsley
Finance Director
City of Columbus



Redevelopment Project Matrix

<u>Project</u>	<u>Initial Projected Valuation</u>	<u>2019 Valuation</u>
1-33rd Ave-Retail Project	\$2,250,000.00	\$527,710.00
2-33rd Ave-Apartment Project	\$6,675,000.00	\$254,805.00
3-33rd Ave-Hotel Project	\$4,000,000.00	\$181,815.00
4-Westgate I (Hobby Lobby)	\$1,089,785.00	\$2,717,750.00
5-NBC Capital-(Ramada)	\$625,915.00	\$3,736,690.00
6-Westgate II (Slumberland)	\$1,712,260.00	\$3,045,940.00
7-Hy-Vee Shopping Center	\$1,925,675.00	\$5,428,810.00
8-Village Addition Shopping Center	\$1,095,090.00	\$23,842,090.00



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 L. SHERER, CHIEF OF POLICE 

DATE: APRIL 25, 2019

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
MURPHY EXPRESS #7485
2477 EAST 6TH AVENUE
COLUMBUS, NEBRASKA

MANAGER:
JASON R. KOUBEK
DOB: 07/06/1979
6308 STARLING CIRCLE
LINCOLN, NEBRASKA 68516

It should be noted that this change of licensing is for the purpose of changing Managers at the Murphy's Express #7485.

- K. The applicant can ensure that all alcoholic beverages, including beer and wine will be handled by persons in accordance with section 53-102:

The Columbus Police Department makes no recommendations.

- L. The applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

The Columbus Police Department makes no recommendations.

- M. The applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- N. The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

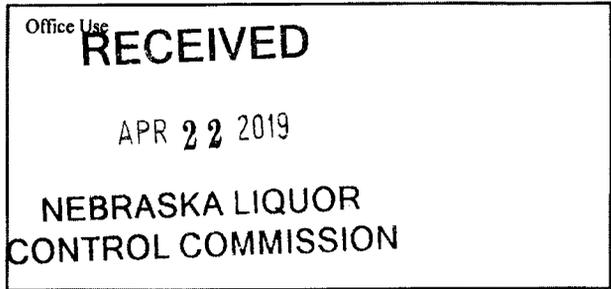
The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

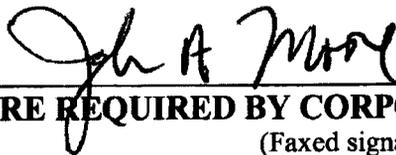
Corporation/LLC information

Name of Corporation/LLC: _____
MURPHY OIL USA, INC.

Premise information

Liquor License Number: 121313 Class Type D (if new application leave blank)
Premise Trade Name/DBA: MURPHY EXPRESS #7485
Premise Street Address: 2477 EAST 6TH AVE
City: COLUMBUS County: PLATTE Zip Code: 68601
Premise Phone Number: 402-564-3193
Premise Email address: PERMITS_LICENSING@MURPHYUSA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Koubek First Name: Jason MI: R

Home Address: 6308 Starling Circle

City: Lincoln County: _____ Zip Code: 68516

Home Phone Number: 402-817-9355

Driver's License Number & State: _____ Nebraska

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Lincoln Nebraska

Email address: jrkl7679@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: ~~Jason~~ Koubek First Name: Lisa MI: M

Social Security Number: _____

Driver's License Number & State _____ Nebraska

Date Of Birth: _____ Place Of Birth: Columbus, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Lincoln NE</u>	<u>2009</u>	<u>2019</u>	<u>Lincoln NE</u>	<u>2009</u>	<u>2019</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2017	Able II O+P	Mark Piro	402-483-8898
2010	2015	Mills Squeegee	Stan Mills	402-430-8200

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jason Koubek	01-2017	Lincoln, NE	speeding ticket	Paid Fine
Jason Koubek	01-2017	Lincoln, NE	speeding ticket	Diversion

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

Murphy Express, Lincoln NE

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: complete Name on Certificate: Jason Koubek

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jason Koubek	6-6-2017	Responsible Vendor training Program
Jason Koubek	8-10-17	Responsible Hospitality Council Management Training
Jason Koubek	7-22-17	Responsible Beverage Service Training
Jason Koubek	7-22-17	City Alcohol permit Lincoln
Jason Koubek	7-21-17	Restricted Shift Manager Permit

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jason Koubek / manager	2010-2015	Mills Spenceyee, Lincoln NE
Jason Koubek / manager	2017-2019	Murphy Express, Lincoln NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

unk

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

unk

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Lisa Koubek

Signature of **NON-PARTICIPATING SPOUSE**

Lisa Koubek

Print Name

Jason Koubek

Signature of **APPLICANT**

Jason Koubek

Print Name

State of Nebraska, County of *Lancaster*

The foregoing instrument was acknowledged before me
this *22nd* day of *April* 2019 (date)

by *Lisa Koubek*

Name of person acknowledged
(Individual signing document)

State of Nebraska, County of *Lancaster*

The foregoing instrument was acknowledged before me
this *22nd* day of *April* 2019 (date)

by *Jason Koubek*

Name of person acknowledged
(Individual signing document)

Erin Kinn

Notary Public Signature

Erin Kinn

Notary Public Signature

State of Nebraska - General Notary
ERIN KINN
My Commission Expires
May 10, 2021

State of Nebraska - General Notary
ERIN KINN
My Commission Expires
May 10, 2021

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.


Important Message:
 If you have recently moved, please use the **Polling Place** feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)

REGISTRATION INFORMATION

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language ▾

Registrant Search Information

Registrant Detail

Name: Jason R Koubek
Party: Republican
Polling Place: Cedars
 6601 Pioneers Blvd
 (Park West -> LL via So. Door)
 Lincoln, NE 68506

Districts

DISTRICT NAME

Lower Platte South NRD SubD 9
 County Judge Dist 3
 District Judge, Dist 3
 Lincoln Public Schools
 Southeast Com College At Large
 Lower Platte South NRD At Larg
 LPS School Board DIST 05
 Board of Regents District 1
 City of Lincoln
 U.S. Congressional District 1
 State Board of Education Dist1
 Southeast Com College Dist 5
 Legislative District 25
 Appeals Court Judge Dist 1
 Lincoln City Council DIST 02
 Juv Crt Judge, Lancaster Co.
 Mayor of Lincoln
 County Commissioner DIST 04
 Supreme Court Judge Dist 1
 PSC District 1

DISTRICT TYPE

Natural Resources District
 Judge of County Court Dist.
 Judge of District Court Dist.
 School District
 Community College District
 Natural Resources District
 School Board Ward
 Board of Regents
 City Council (Ward)
 U.S. Congressional District
 State Board of Education
 Community College District
 Legislative District
 Judge of Appeals Court Dist.
 City Council (Ward)
 Judge of Juvenile Court
 Mayor
 County Board (Commiss./Superv)
 Judge of Supreme Court Dist.
 Public Service Comm District

[Voter View Mobile](#)

[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

© Copyright 2019 ESSVR, LLC. All rights reserved.
© Voter View 3.3.1480.0

CERTIFICATE OF COMPLETION
Responsible Vendor Training Program

No: 56001:21258780

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE SELLER SERVER DVD COURSE

SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378-1587

Date Of Birth: 07/06/1979
Expiration Date: 06/06/2019

This course is a Responsible Vendor Training Program, designed to instruct you on the responsible sale of alcohol. This course meets the requirements of the Tennessee Alcoholic Beverage Commission (TABC) for responsible vendor training programs. This course does not meet TABC guidelines for certification to serve alcohol. This is not a server training course.

JASON KOUBEK
6308 STARLING CIRCLE
LINCOLN, NE 68516

I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE,
THE FOREGOING IS TRUE AND CORRECT.

(PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By: 

(Authorized Signature of SellerServer.com)

Only original certificates are accepted by regulatory agencies

OFFICIAL COPY

Dear JASON KOUBEK,

You have successfully completed the Responsible Vendor Training Program.

Course Description: Seller Server DVD Course

Here is some important data for your records:

This course is a Responsible Vendor Training Program, designed to instruct you on the responsible sale of alcohol. This course meets the requirements of the Tennessee Alcoholic Beverage Commission (TABC) for responsible vendor training programs. This course does not meet TABC guidelines for certification to serve alcohol. This is not a server training course.

Date Of Birth: 07/06/1979
Expiration Date: 06/06/2019

SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378-1587

STUDENT COPY

CERTIFICATE OF COMPLETION RESPONSIBLE HOSPITALITY COUNCIL MANAGEMENT TRAINING

This certificate is awarded to

Jason Koubek

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date August 10, 2017, Expires August 10, 2020

RESPONSIBLE HOSPITALITY COUNCIL

Caron B. H.

Signature

Thomas Zy

Signature

8/10/17

Date

8/10/17

Date



RESPONSIBLE HOSPITALITY COUNCIL







The City of **Columbus**

MEMORANDUM

DATE: April 30, 2019
FROM: Richard Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Department of Public Works, Solid Waste Division Semi Truck Trailer

RECOMMENDATION:

I recommend that the specifications and cost estimate in the amount of \$120,000 for the above referenced equipment be approved, and staff be authorized to advertise for bids.

DISCUSSION:

One 2019 or 2020 over the road conventional semi-truck trailer capable of pulling off road with full load for use by the Solid Waste Division. Bid includes the trade-in of the 2002 International 9400 truck trailer with approximately 834,000 miles.

FISCAL IMPACT:

Transfer Station CIP 19-249 in the amount of \$120,000.

ALTERNATIVE:

Do not approve.

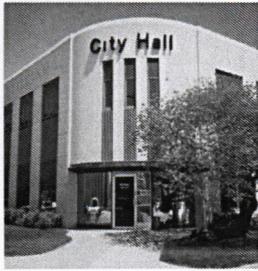
CONCURRENCE:

Approved By: 

SIGNATURE:

By: 

Approved By: 



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: April 30, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: EMS & Fire Billing Service

RECOMMENDATION:

Authorize the City Administrator to advertise a request for proposals to professional ambulance billing service providers to perform all billing related to the operations of the fire and rescue department.

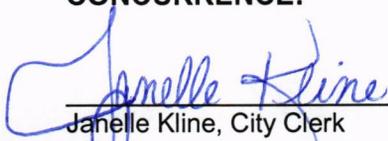
DISCUSSION:

The City's Clerk office currently performs part of this work. Today the City bills Medicare and Medicaid patients who receive billable EMS services, but does not bill any other insurance providers. The Clerk's office has done a great job with those limitations, but the increasing workload to the Clerk's office and the increasing regulatory demands related to medical billing are the key factors behind this request to seek an independent outside billing service. The successful professional billing firm would be required to bill all patients and providers. Typically, the fee for their work is a percentage of the billings collected, therefore providing incentive to the billing service to maximize revenues, which will also benefit the City of Columbus and its citizens. The other significant advantage to contracting with an outside service to perform this work is that approximately 50% of one full-time employee will be free to perform other work. For the past several budget years, the Water office has requested additional personnel. The proposed change to EMS billing will cause that request to be filled with no additional expense to the City's budget, by moving a current employee who is divided 50/50 in Water and Clerk to water full-time.

FISCAL IMPACT:

Percentage of the billings collected by the billing service, to be determined after proposals are received and a contract is negotiated.

CONCURRENCE:



Janelle Kline, City Clerk



Heather Lindsley, Finance Director

The City of **Columbus**

MEMORANDUM

DATE: April 30, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: 23rd Street Beautification Master Plan

RECOMMENDATION:

I recommend approval of the 23rd Street Beautification Plan Master Plan. The segment on 23rd Street is from 33rd Avenue to East 11th Avenue with implementation coinciding with and part of the Nebraska Department of Transportation (NDOT) reconstruction project scheduled for 2022 and 2023.

DISCUSSION:

23rd Street from 33rd Avenue to the east is also US Highway No. 30 (Lincoln Highway) and a main entry point into the City with mainly commercial and industrial adjacent uses. The City, with assistance from the Columbus Area Chamber of Commerce Transportation and Streetscaping Committees, worked with the designer over a two year period on this plan. During this time, a couple of public information meetings held and comments obtained from the public. The three main goals are to 1) move traffic and pedestrians safely and efficiently, 2) provide durable and maintainable landscapes, and 3) create a sense of community pride. The concept in the future is expandable to US 81 and the rest of US 30.

Upon approval, the Master Plan will be presented to the NDOT for acceptance of Phase 1 work as part of the 23rd Street Reconstruction Project and for future phases. Future phases would require NDOT permitting and agreement. Phase 1 consists of an estimated \$500,000 worth of beautification items out of the Master Plan total cost estimate of \$3.66 million (refer to page 43 of the master plan).

FISCAL IMPACT:

Phase 1, which will be part of the 2022-2023 project, consists of City funds in the amount of \$500,000 which will be included in the applicable fiscal year budgets. The Chamber of Commerce is working on a fundraising plan and goal to increase this amount and add more features from the Master Plan. City forces would maintain the Phase 1 vegetation and trees as they currently do now in some of these areas within the highway right-of-way.

ALTERNATIVE:

Do not approve the plan.

SIGNATURE:

By: 

Approved By: 

An aerial architectural rendering of a city street intersection. The scene shows a multi-lane road with cars in various colors (black, white, red, gold) moving through the intersection. Pedestrians are walking on sidewalks and crossing the street. A large, modern building with a flat roof and glass facade is visible in the background. The street is lined with trees and landscaping. The overall atmosphere is bright and clear.

23RD STREET BEAUTIFICATION MASTER PLAN

Columbus, Nebraska

May 6, 2019

ACKNOWLEDGMENTS

CITY STAFF

Rick Bogus – City Engineer

Tara Vasicek – City Administrator

Joe Mangiamelli – Former City Administrator

STEERING COMMITTEE:

K.C. Belitz

Dennis Grennan

Vanessa Ocegueda

Chris Nelson

Dennis Hirschbrunner

Doug Moore

Anne Kinnison

Merlin Lindahl

DESIGN TEAM:

CONFLUENCE

Matt Carlile

Dolores Silkworth

Caitlin Bolte

Marshall Allen

Mariam Were

**WILSON
& COMPANY**

Matthew Bryant

Kristi Evans

TABLE OF CONTENTS

INTRODUCTION...4

PLAN GOALS...5

STREETSCAPE MASTER PLAN...6

INTERSECTIONS...35

KIT OF PARTS...36

PROPOSED STREETSCAPE IMPROVEMENTS...40

PROJECT BUDGET...42

INTRODUCTION

PROJECT OVERVIEW

The 23rd Street Corridor in Columbus, Nebraska is one of the main entries and experiences into the city from the east. It hosts most of its commercial uses, and identifies with several names: US Highway 30, Lincoln Highway, and 23rd Street Corridor. The City of Columbus, Nebraska is interested in improving the safety and appearance of the corridor and has engaged in an overall streetscape master planning effort. This effort includes reviewing the available sidewalks and green spaces along the corridor, such as landscaping, entry features, design elements, and lighting with supporting recommendations to form the 23rd Street Beautification Master Plan (aka Streetscape Master Plan).

PROJECT SCHEDULE

The master planning effort has been a two-year on-going effort. It started at the end of 2016 and will be finished at the beginning of 2019. Multiple outreach efforts have occurred throughout this time for public input to help direct the overall look and feel of the 23rd Street Corridor:

Streetscape related meetings with City Staff and/or Streetscape Committee

- Columbus scoping meeting (utilities and streetscape): June 15, 2016
- Streetscape Kickoff meeting conference call: October 13, 2016
- Transportation & Streetscape meeting in Columbus: February 21, 2017
- Streetscape Proposal (work session & Chamber meeting): August 27, 2018
- Transportation & Streetscape budget meeting: January 17, 2019

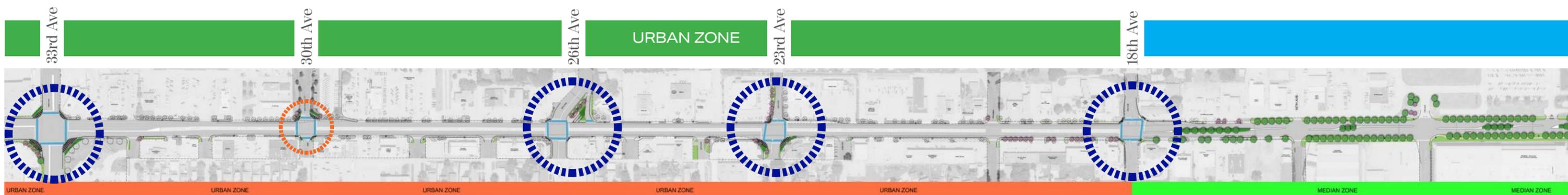
Public involvement for full project

- A series of individual stakeholder meetings: April 17-19, 2017
- Public Information Meeting: February 22, 2018

PLAN COMPONENTS

The Streetscape Master Plan has five main plan components. These are listed below and are further explained within each of their respective sections of the document.

- Plan Goals
- Intersections
- Streetscape Master Plan
- Kit of Parts
- Project Budget



23rd Street Corridor zones and intersections

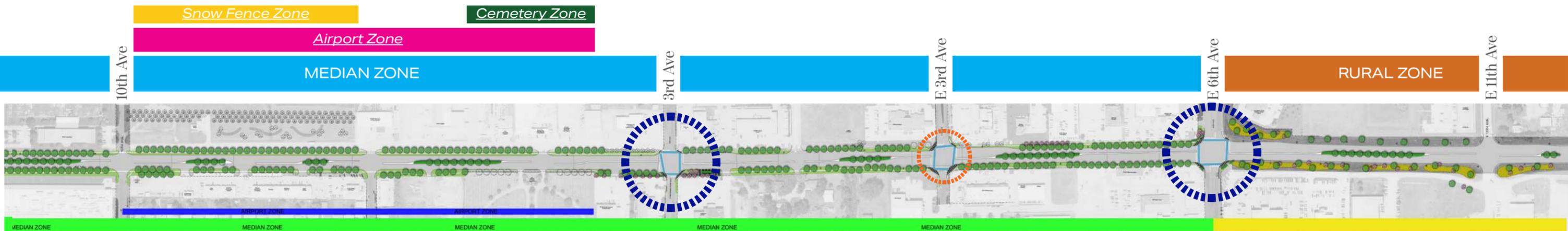
PLAN GOALS

The 23rd Street Beautification Master Plan aims to achieve three goals:

MOVE
TRAFFIC AND
PEDESTRIANS
SAFELY AND
EFFICIENTLY

PROVIDE
DURABLE AND
MAINTAINABLE
LANDSCAPES

CREATE A SENSE
OF COMMUNITY
PRIDE



23rd Street Corridor zones and intersections

STREETSCAPE MASTER PLAN

The Streetscape Master Plan is broken into three main zones (as shown on pages 4 and 5 of this document): Urban, Median, and Rural. Each zone has a different streetscape treatment based on right of way available and surrounding physical context as described on the following pages. Specific streetscape improvement aesthetics are further described in the following Kit of Parts section starting on page 36.

URBAN ZONE

The urban zone runs from 33rd Avenue to 18th Avenue. This zone is the most restrictive in terms of physical area for streetscape improvements. Potential streetscape amenity improvements for this zone include vertical beautification elements (such as permanent banner and base attachments to street light poles and decorative pedestrian fences between the sidewalk and private property) and surface beautification elements (such as specialty paving within pedestrian areas and a colored pattern imprinted on the center turn lane). Very few areas within the public right of way allow for green spaces in the urban zone. Green space improvements are primarily found near intersections.

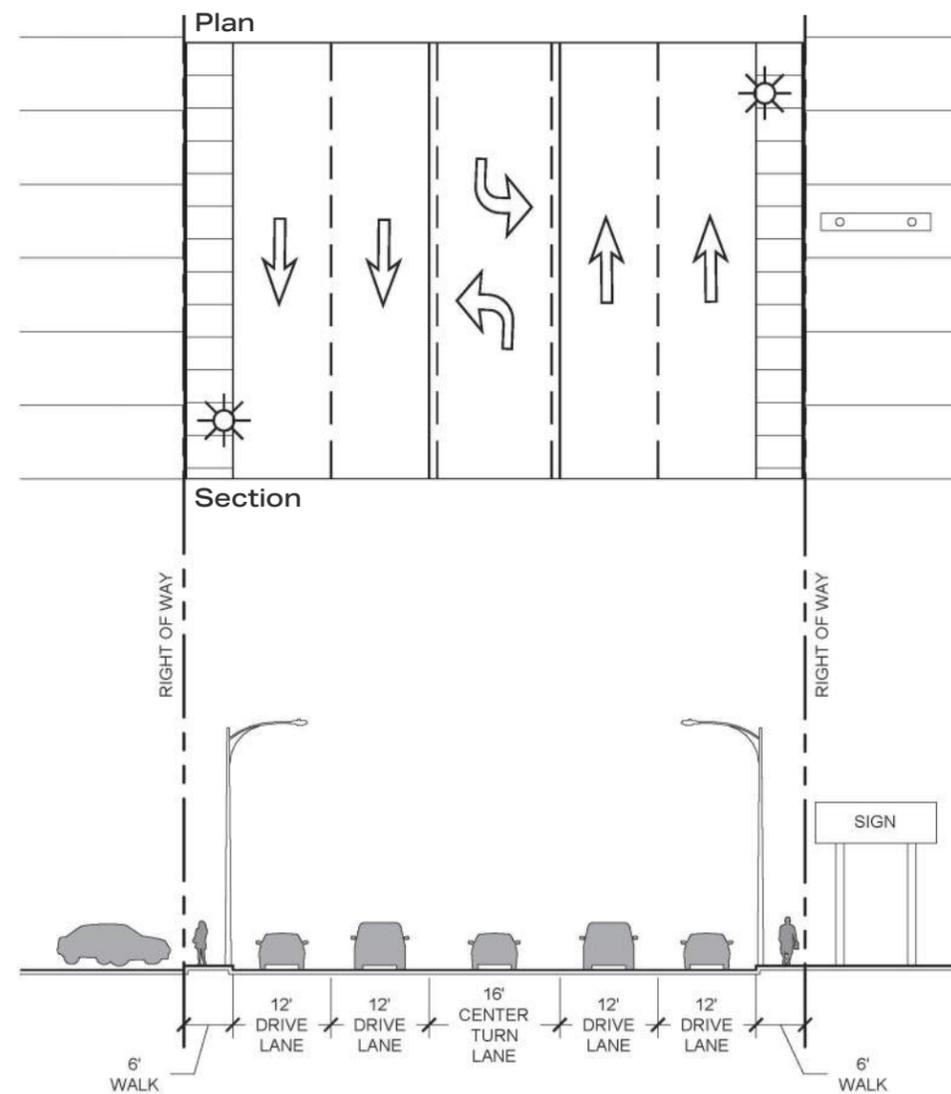
In addition to streetscape improvements in the right of way, this master plan provides opportunities for property owners to contribute to a more beautiful 23rd Street corridor as well as improving the appearance of their own property. The plan identifies areas that have the potential for relatively low cost beautification improvements on private property, such as landscaping under an existing business sign, inserting a curbed landscape bed between parking spaces, or providing landscaping in existing open spaces. These private property improvements are shown outside of the 23rd Street corridor right of way for visionary and master plan purposes, but are not included within the streetscape beautification budget. When property or business owners are interested in beautifying their property along the corridor, the owner and the City should engage in a discussion to identify potential partnership solutions and use this master plan as a potential guide.



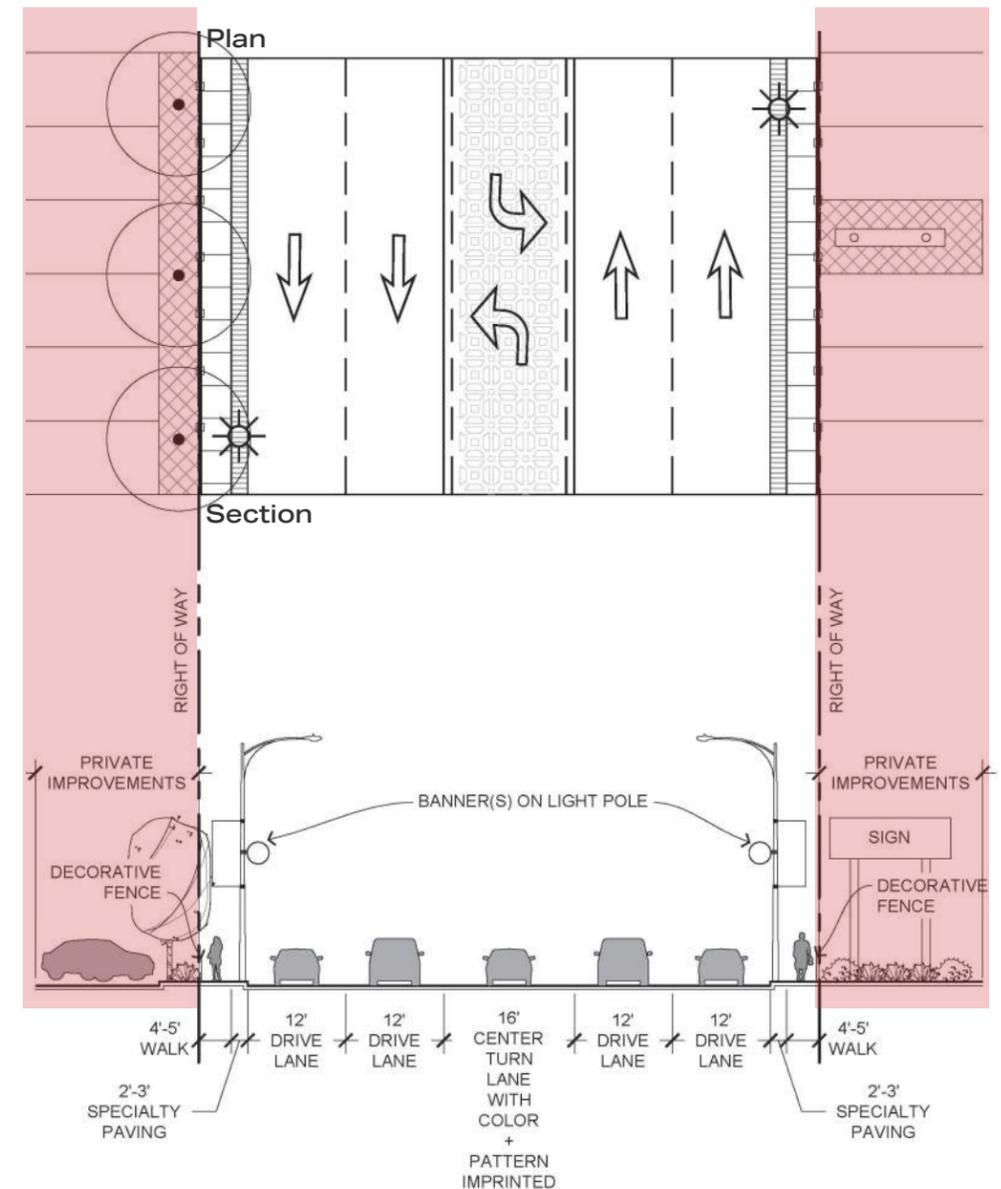
Existing Urban Zone



Existing Raised Median Zone



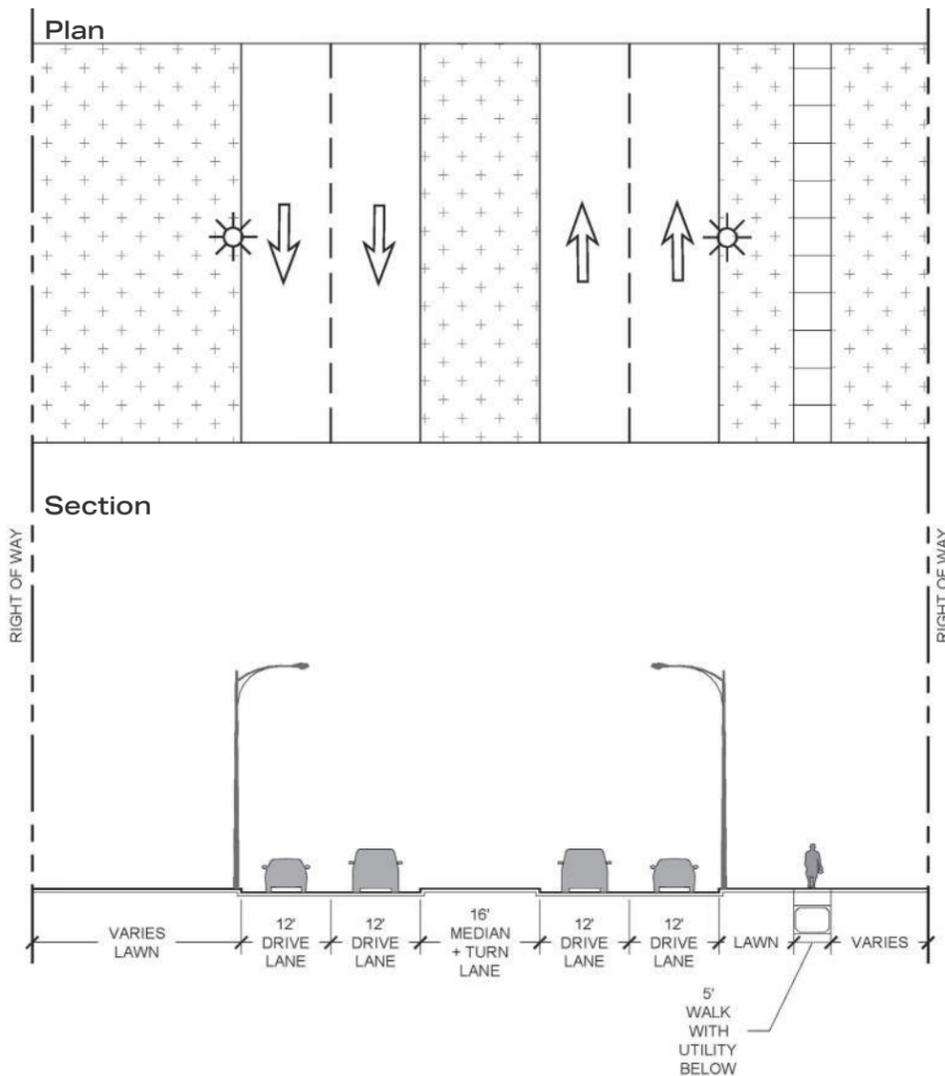
Existing Urban Zone



Proposed Urban Zone

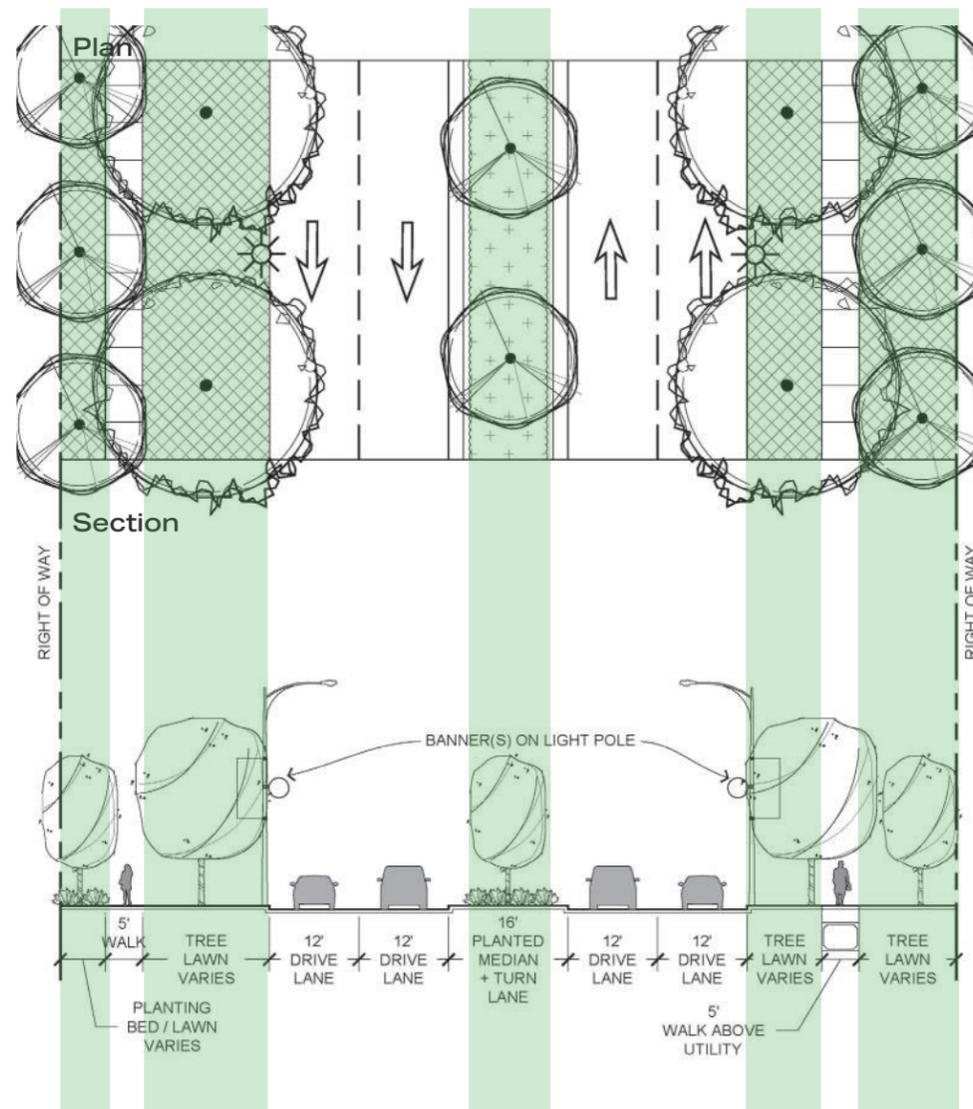
MEDIAN ZONE

The median zone runs from 18th Avenue to E 6th Avenue. This zone offers more space to provide streetscape improvements. Because there is more space available for beautifying this zone of the corridor with trees and landscape, pedestrian fences are seldom used. Streetscape amenity improvements for this zone include permanent banner and base attachments to street light poles, specialty paving within pedestrian areas (if directly behind street curb) and consistently spaced street trees and sod in the areas behind street curb and right of way boundary. Median improvements are also proposed and would include trees and landscaping.



Existing Median Zone

Although not as prominent as in the urban zone, the median zone does have a few areas for public/private partnership opportunities for streetscape improvements as identified on the plan. Any areas shown outside of right of way are not included in the streetscape beautification budget. These improvements would need to be discussed with each individual property and/or business owner prior to any further design or construction. If a property or business owner is interested in beautifying their portion of the streetscape with additional streetscape amenities per the Streetscape Master Plan, the owner and the City should engage in a discussion to identify potential partnership solutions.



Proposed Median Zone

Within the median zone are a few additional sub zones that need specific attention.

Airport Zone

The airport zone is a sub zone from 10th Avenue to the eastern cemetery boundary. This zone has height restrictions and would need to keep the existing light pole fixture height along this portion of the corridor. Permanent light pole banner and bases would need to be re-sized to fit the shorter light pole height but could maintain the overall aesthetics as the other light poles along the corridor.

Snow Fence Zone

This sub zone runs from 10th Avenue to Gaver Tire Pros and Auto Center. Most of this property is owned by the City and could be planted with a live snow fence. A live snow fence consists of planting three rows of evergreen trees approximately 150' behind the right of way boundary, and also planting a row of shrubs approximately 250' from the right of way boundary. Planting a live snow fence can help to reduce the amount of snow drifting that occurs during the winter months.

There is one property within this zone that is not owned by the City and would require a discussion with that property owner. Continuity of the snow fence is preferred, but if continuity is not achievable, the City can still apply the snow fence concept to the property owned by them.

Cemetery Zone

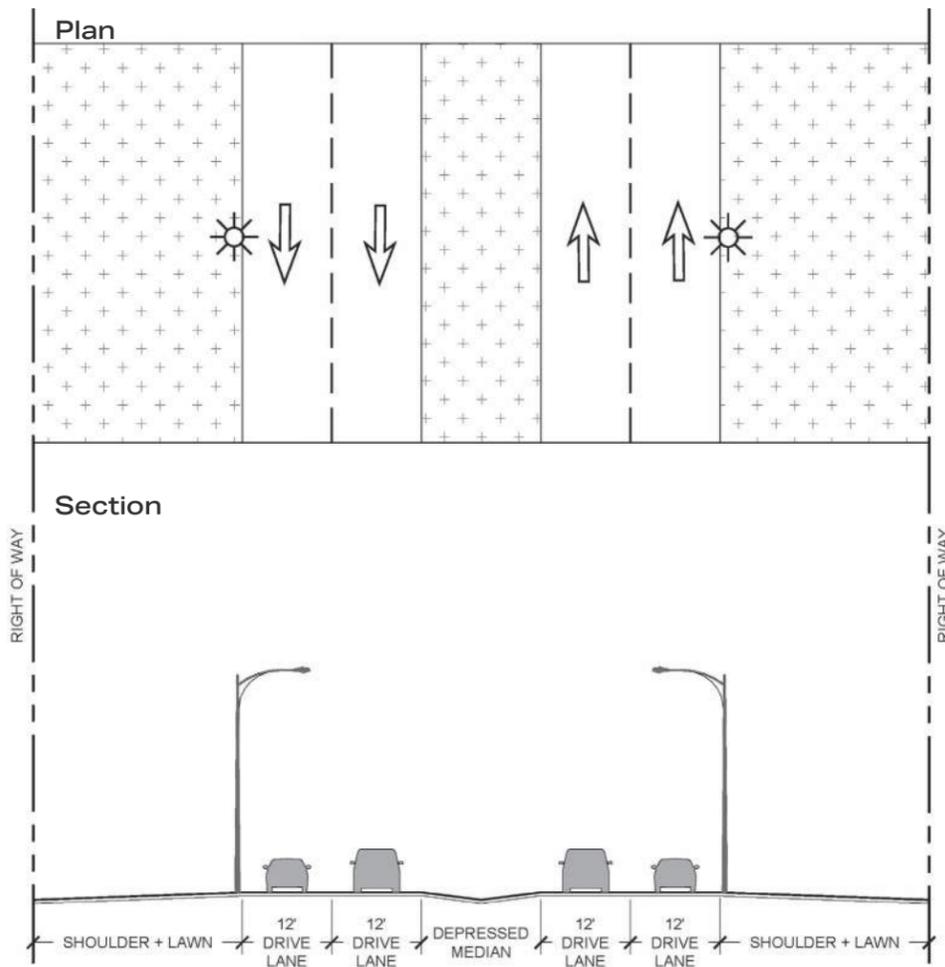
This sub zone is located within the furthest eastern portion (the last 630') of the airport zone along the south side of the corridor. The Streetscape Master Plan illustrates a landscape bed with trees behind the sidewalk to replace what exists today. As this is outside of the street right of way, the City will make the final decision as to what the solution should be for this location.

RURAL ZONE

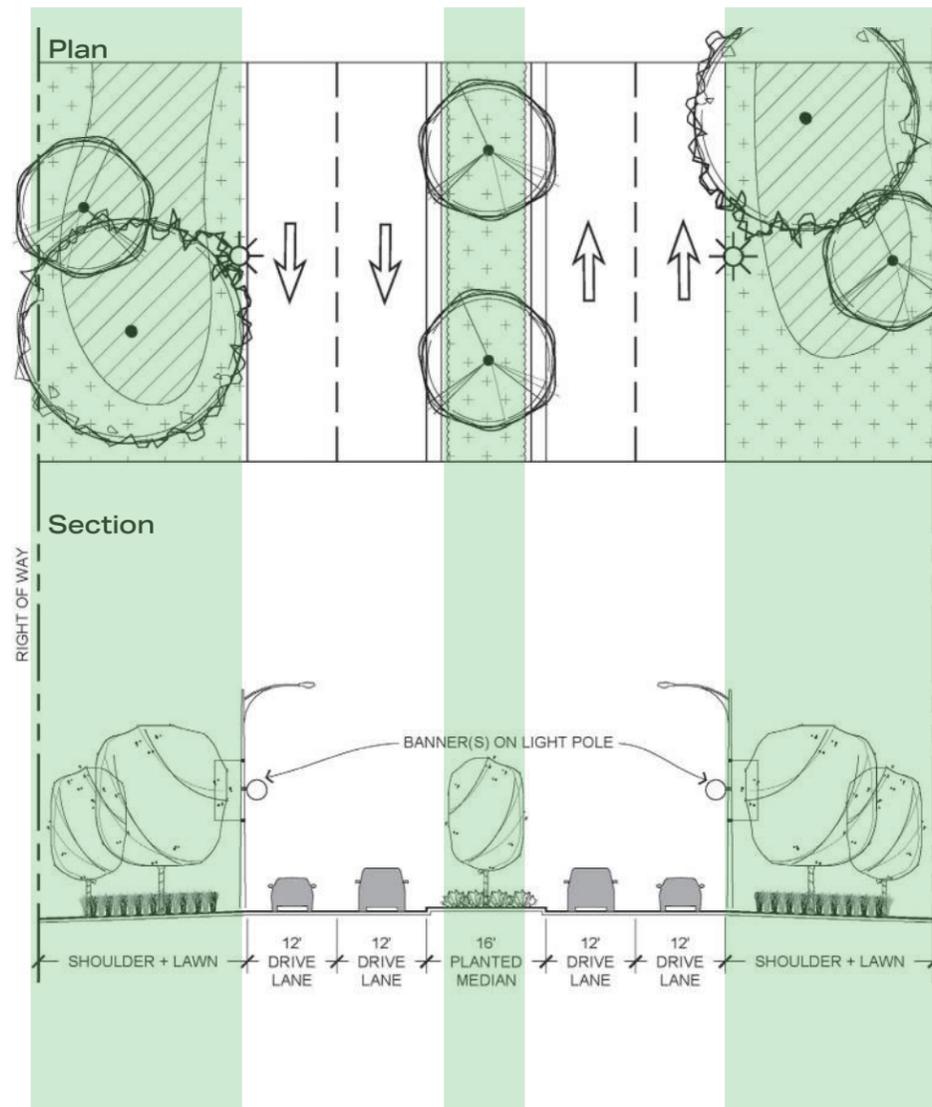
The rural zone runs from E 6th Avenue to E 11th Avenue. This zone has no curbs along the roadway, and has ample space available to plant and showcase trees and large groupings of native grasses. Sidewalks are not included within this zone, but lighting amenities such as permanent banners and bases are proposed. Median improvements are also proposed and would match the proposed median zone treatment.



Existing Rural Zone



Existing Rural Zone



Proposed Rural Zone

STREETSCAPE MASTER PLAN ENLARGEMENTS

The following pages are enlarged sections of the 2.75 mile 23rd Street Beautification Master Plan, progressing from the western most boundary (33rd Avenue) to the eastern most boundary (E 11th Avenue). The legend below applies to the following plan enlargements on pages (9-34).

LEGEND

- Overstory Tree
- Understory Tree
- Overstory Tree (not in right of way)
- Understory Tree (not in right of way)
- Planting bed with low maintenance plant material, 1'-3' in height.
- Planting Bed (not in right of way)
- Native Plantings
- Decorative Pedestrian Fence
- Colored, patterned texture center turn lane ('StreetPrint')
- Specialty Paving / Colored Concrete
- Street Light
- Street Light with Banner
- Street Light with Base and Banner
- Street Light (Airport height)
- Colored and patterned crosswalk ('StreetPrint')
- Standard crosswalk paint
- Monument Marker / Historic Columbus Arch
- Bench
- Planter Pot
- Sod
- ADA Ramp

Streetscape Master Plan Legend



33RD AVE.

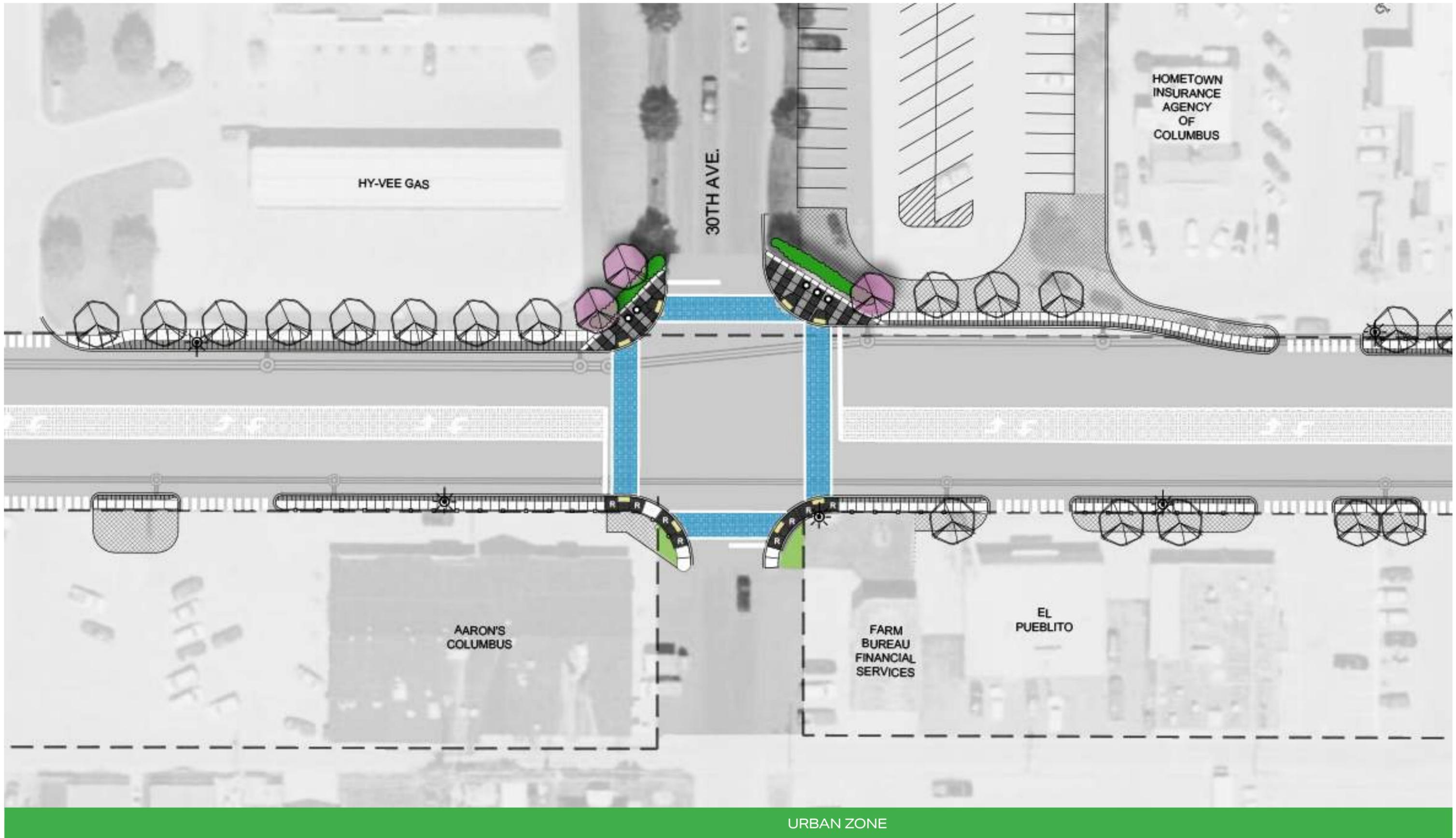
FAST MART

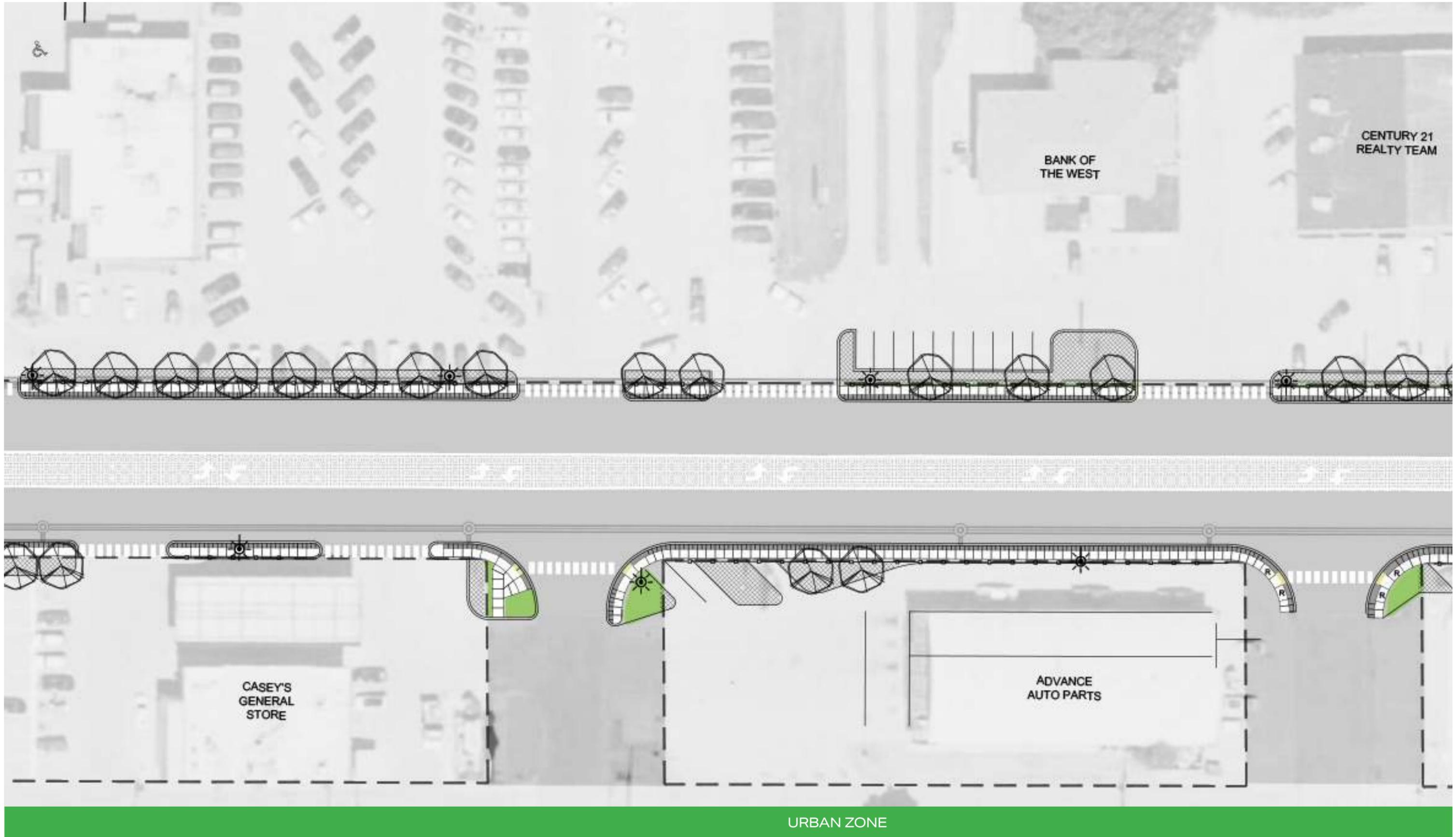
MCDONALD'S

FIRST NEBRASKA BANK

URBAN ZONE

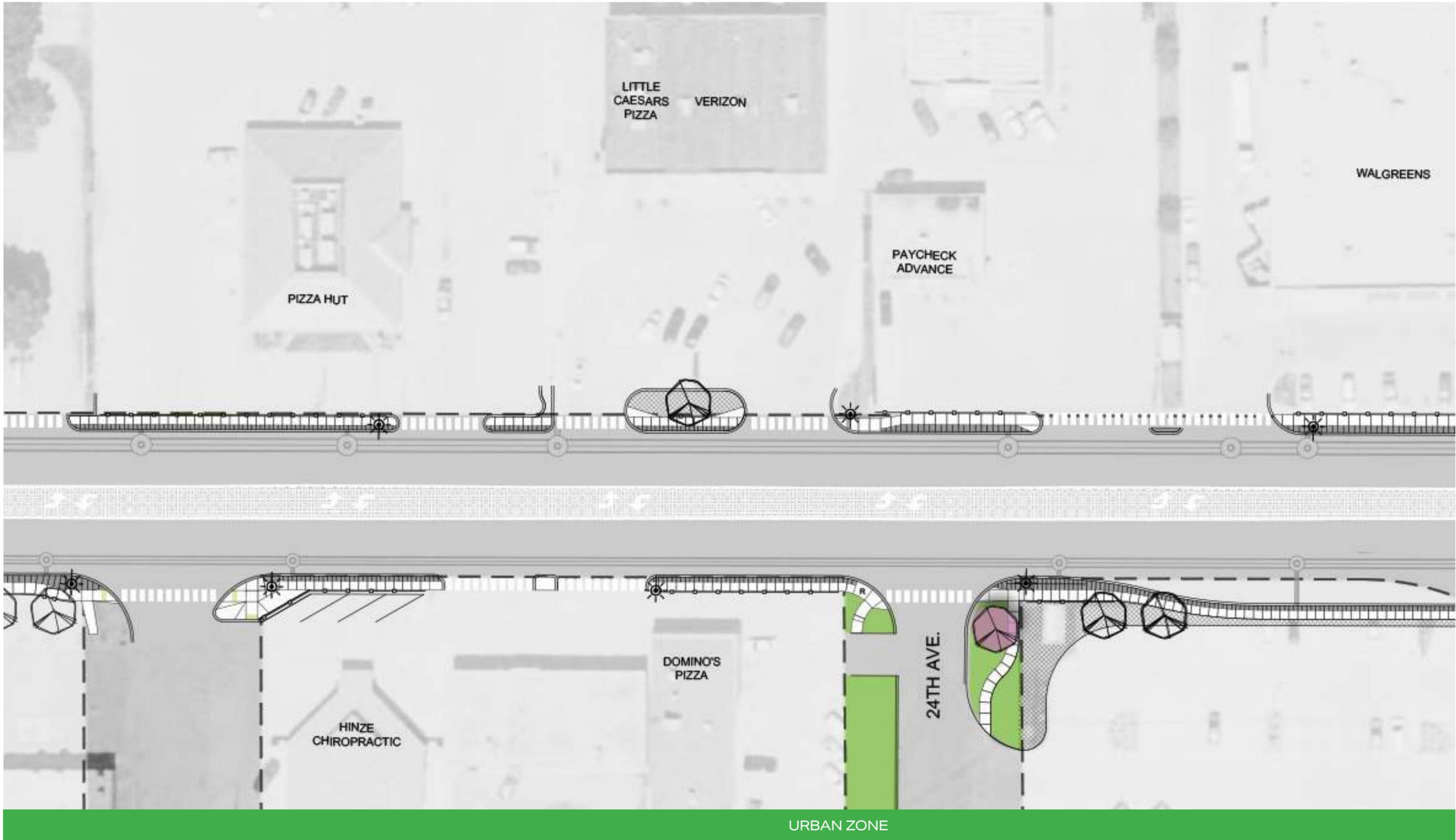




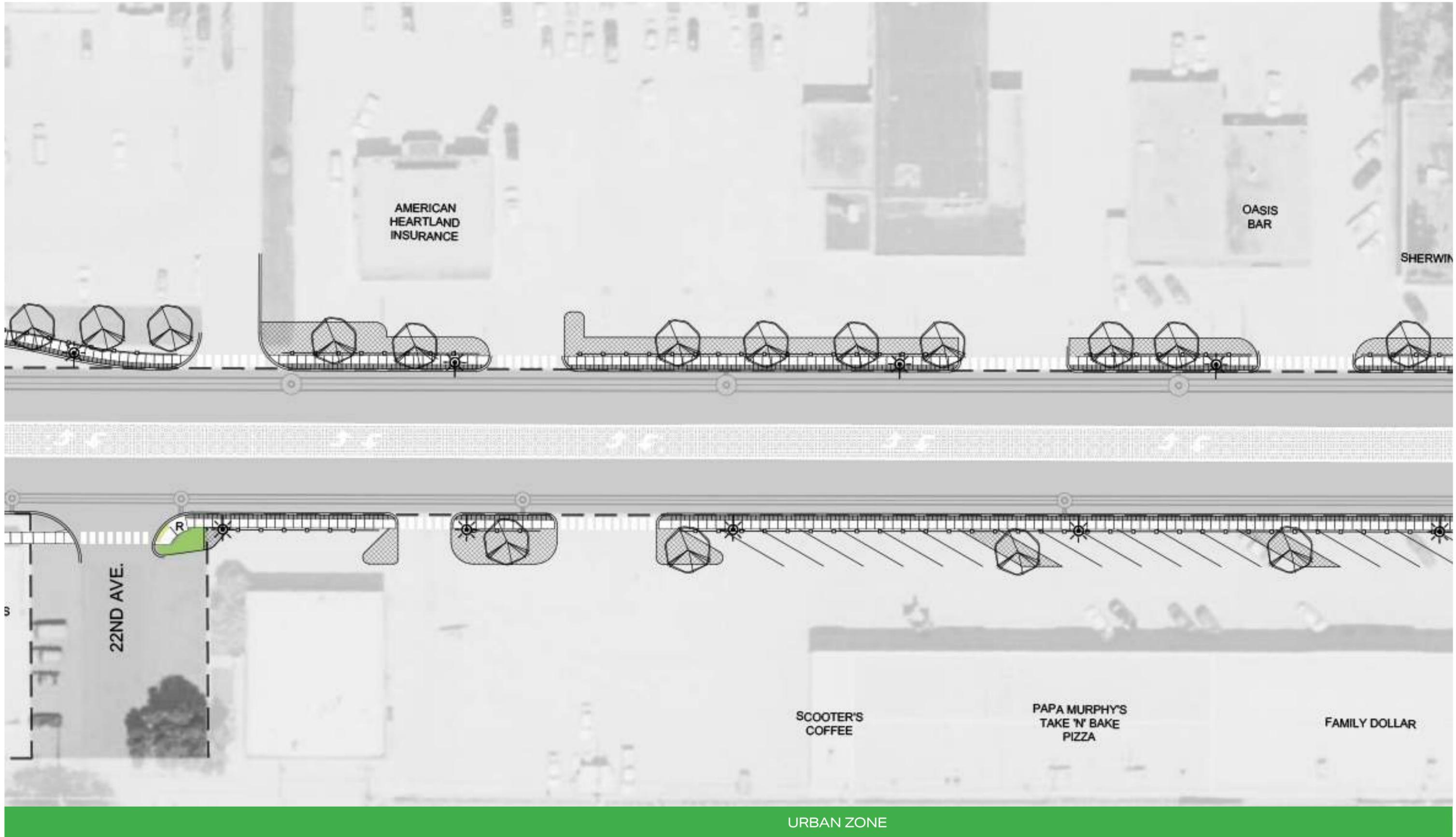




Streetscape Master Plan Enlargement

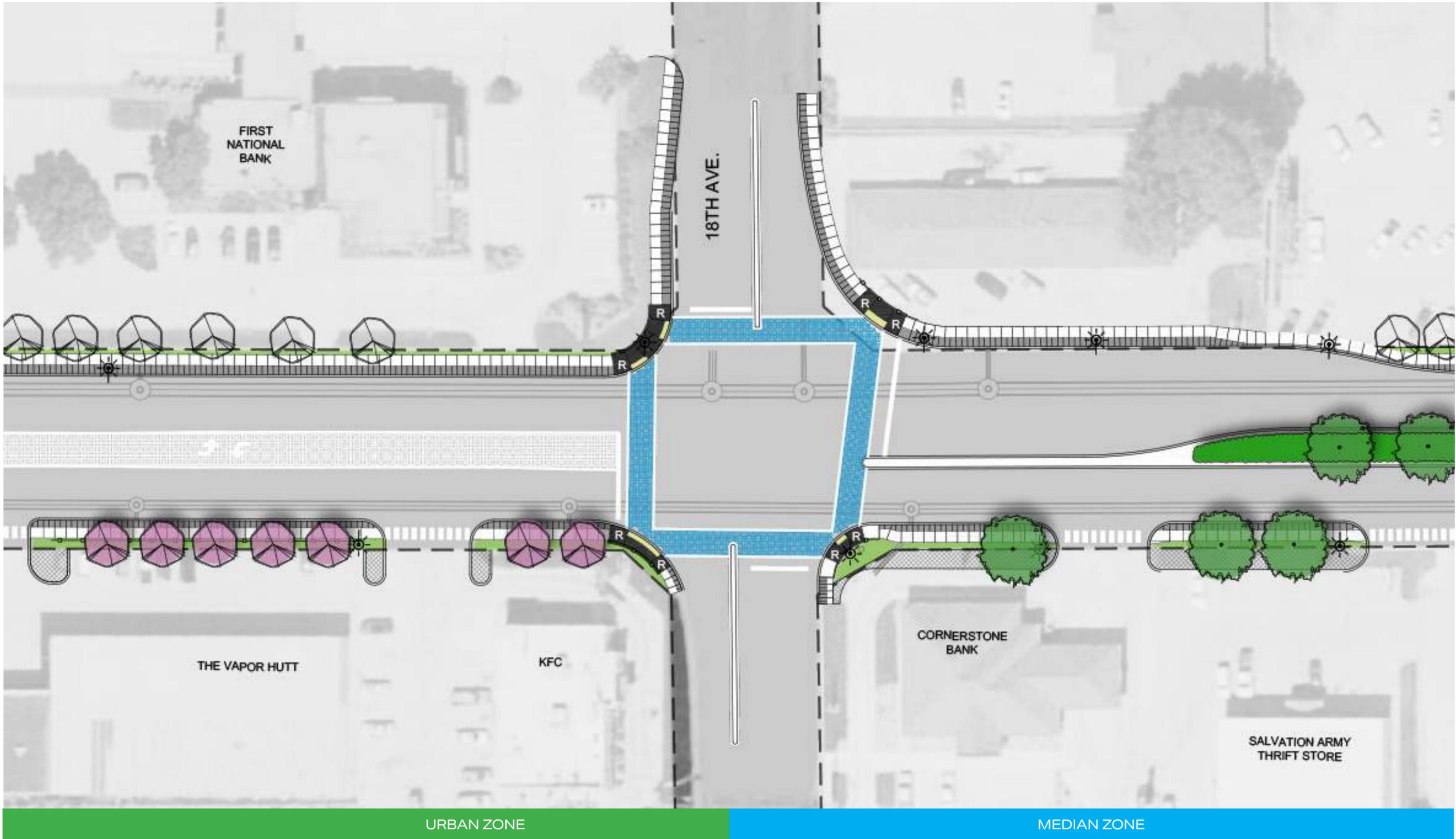








Streetscape Master Plan Enlargement





MEDIAN ZONE



NAPA
AUTO
PARTS

NCS EQUIPMENT

14TH AVE.

FLEISCHER
MANUFACTURING

MEDIAN ZONE



BD MEDICAL - MEDICATION
AND PROCEDURAL SOLUTIONS

MEDIAN ZONE



VISHAY AMERICAS

10TH AVE.

35 TYP.

MEDIAN ZONE







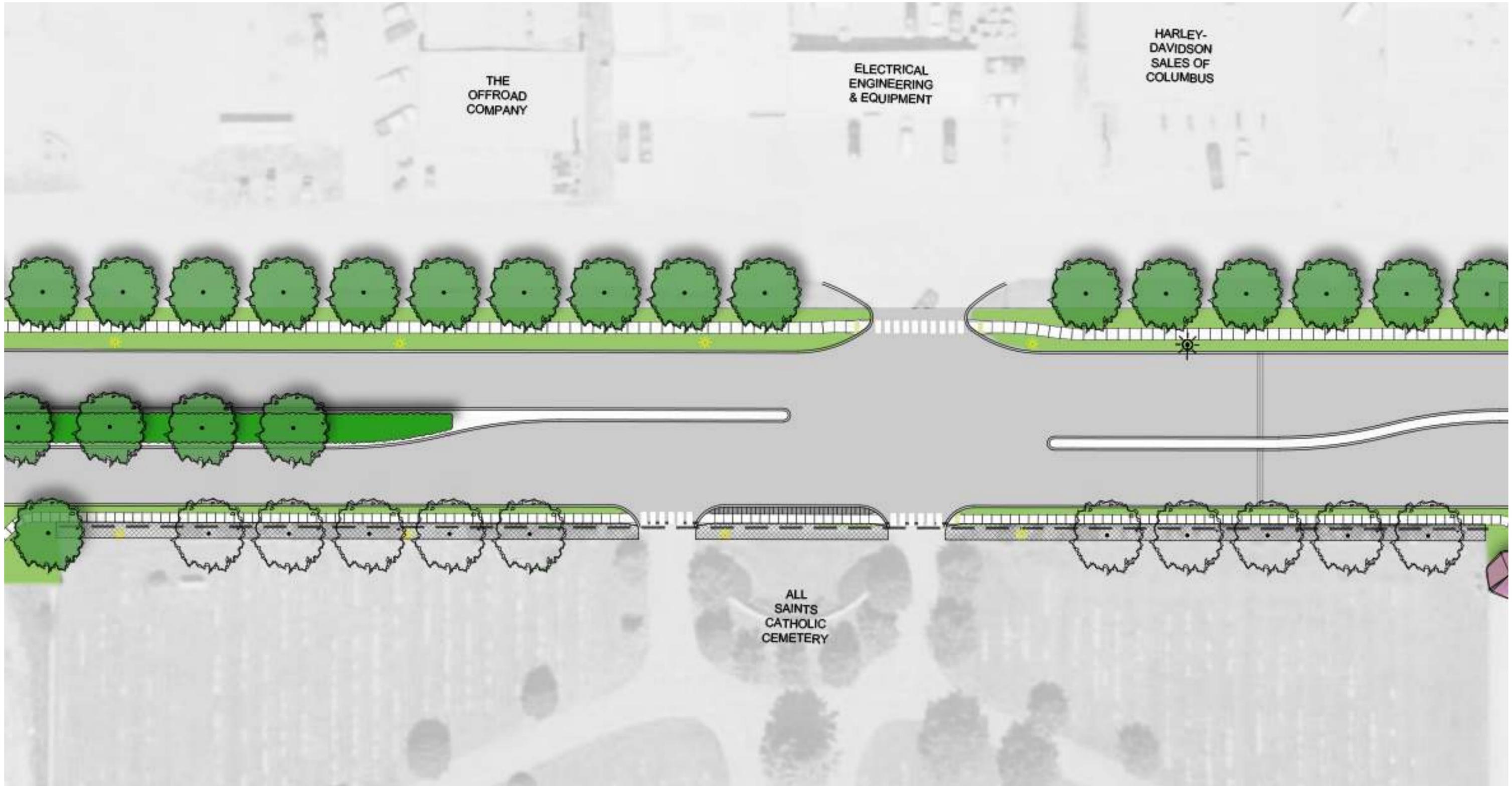
CLOCK TOWER
AUTO MALL

Snow Fence Zone

Cemetery Zone

Airport Zone

MEDIAN ZONE



Cemetery Zone

Airport Zone

MEDIAN ZONE



WUNDERLICH'S
CATERING
& BARLEY SHOPS

PHILLIPS
66

LONG
JOHN
SILVER'S

A&W

3RD AVE.

Flagpoles

TANK

10' WIDE CROSSING - FUTURE VIADUCT

SLEEP INN

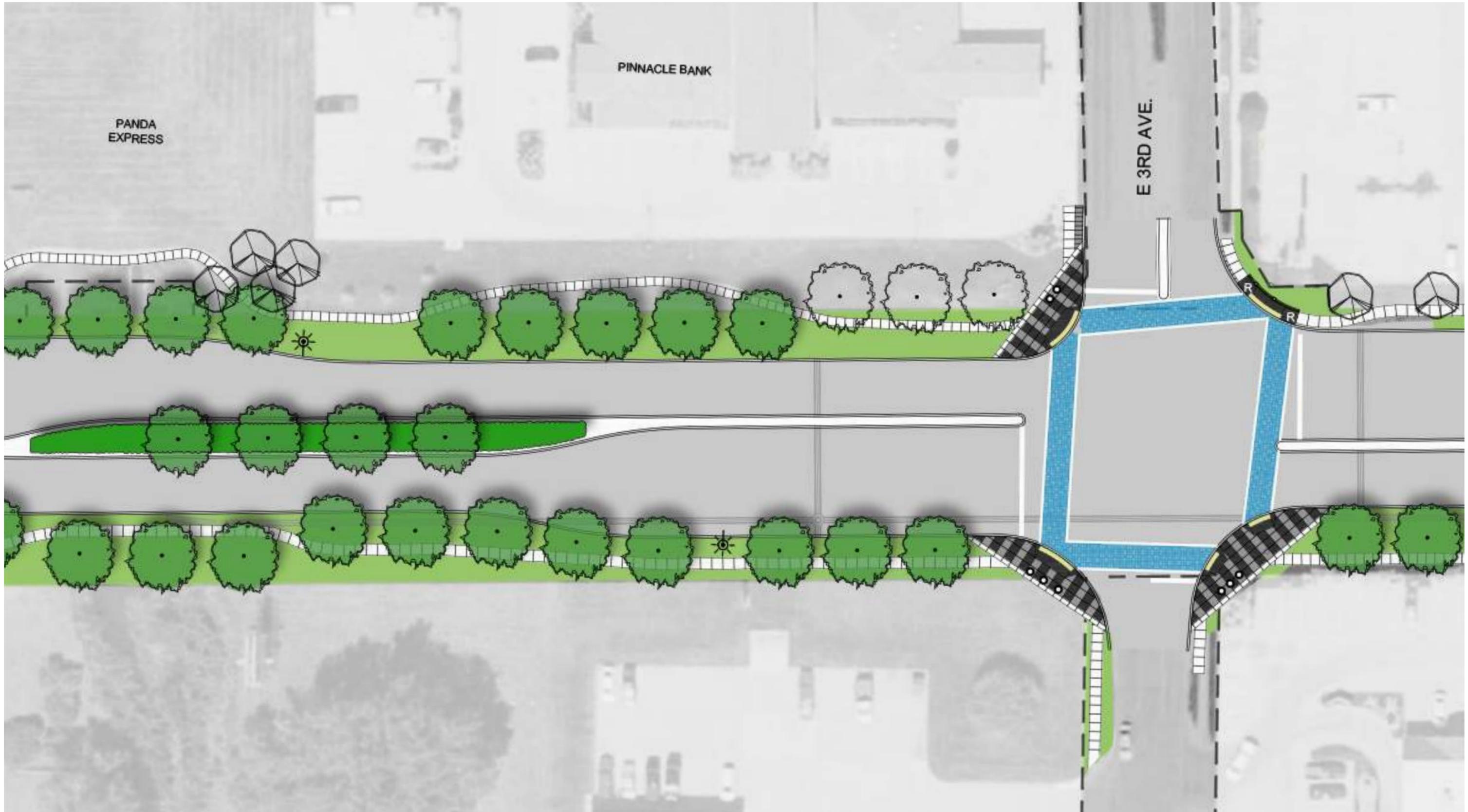
MEDIAN ZONE



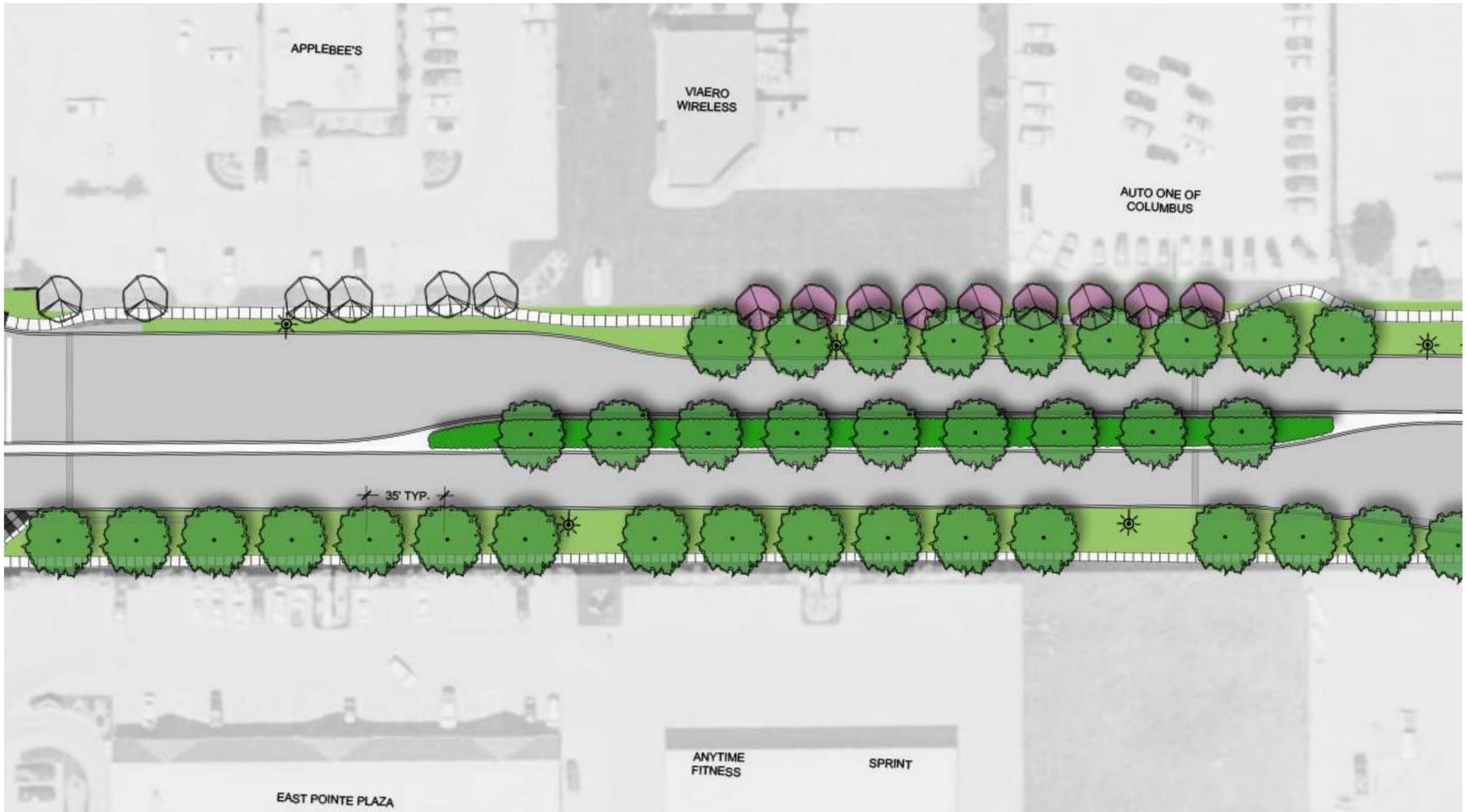
CHERRY CREEK
PLAZA

PANDA
EXPRESS

MEDIAN ZONE



MEDIAN ZONE



MEDIAN ZONE



MEDIAN ZONE



MEDIAN ZONE

RURAL ZONE



RURAL ZONE



RURAL ZONE

INTERSECTIONS

The 23rd Street Corridor has ten existing signaled intersections with a plethora of drive entrances from 33rd Ave to E 11th Ave. The Streetscape Master Plan groups all intersections and crossings into three categories shown on the corridor map on page 4 and 5: primary intersections, secondary intersections and tertiary intersections. The primary intersections are illustrated in blue, secondary intersections are shown in orange, while any other intersection or driveway crossing not specifically circled along this corridor are categorized as tertiary.

PRIMARY INTERSECTIONS

The six primary intersections along the corridor are as follows:

- 33rd Ave
- 26th Ave
- 23rd Ave
- 18th Ave
- 3rd Ave
- E 6th Ave

These primary intersections are all signalized at all four corners as they have a higher amount of traffic utilizing the intersection. These intersections have the most streetscape amenities at them, and include most if not all of the following: specialty paving plazas, colored and patterned crosswalks ('StreetPrint' - a process where the surface is heated and then imprinted with a colored pattern), planter pots and/or landscape beds, benches, decorative pedestrian fencing, and monument signage / historic arch.

SECONDARY INTERSECTIONS

The two secondary intersections along the corridor are as follows:

- E 3rd Ave
- 30th Ave

Secondary intersections would have similar aesthetic treatments to the primary intersections, but without any monumental signage or seating elements. These intersections are also signalized at all four corners. Colored and patterned crosswalks ('StreetPrint' - a process where the surface is heated and then imprinted with a colored pattern) is proposed at all four crosswalks. This will help provide safe crossings for the pedestrian to traverse the corridor, while also increasing awareness to drivers of the pedestrian zone. These intersections will also have specialty paving that matches the primary intersections. Secondary intersections will have similar landscaping and decorative pedestrian fencing treatment as well.

TERTIARY INTERSECTIONS

All remaining intersections or driveway crossings are illustrated on the plan with "piano key" crosswalk markings. These markings would be standard crosswalk paint material, painted directly onto the roadway surface. These are to increase awareness to drivers of pedestrian crossing zones at all intersections and driveways. All tertiary intersection markings are parallel with the roadway to direct pedestrians to a signaled intersection for a safe pedestrian crossing across the 23rd Street Corridor.



Existing 33rd Street Intersection (Primary)



Existing 30th Street Intersection (Secondary)



Existing Drive Entrance near Pershing (Tertiary)

KIT OF PARTS

In addition to the 23rd Corridor streetscape layout are the aesthetics of the proposed amenities. This section illustrates the 23rd Street Corridor Kit of Parts and the theme that they all exude to complete the overall corridor aesthetics.

DESIGN INSPIRATION

Columbus, Nebraska has some beautiful Art Deco components that are simple and unifying to the city. These foundational forms are expressed in buildings such as the Library and City Hall. This also includes more utilitarian buildings, such as the Loup Canal hydroelectric plant. In addition to the architecture, the historic Columbus Arch further expresses the Art Deco forms and simplicities. These forms and simplicities helped to influence the design and theme seen throughout the 23rd Street Corridor Kit of Parts. The following descriptions and images are to support the overall design and theme. Branding should consider existing and previous identities of the corridor and city in general (i.e. Lincoln Highway, City of Power and Progress, Something Good) with final design of the Kit of Parts to be completed after this master planning effort and before final construction.

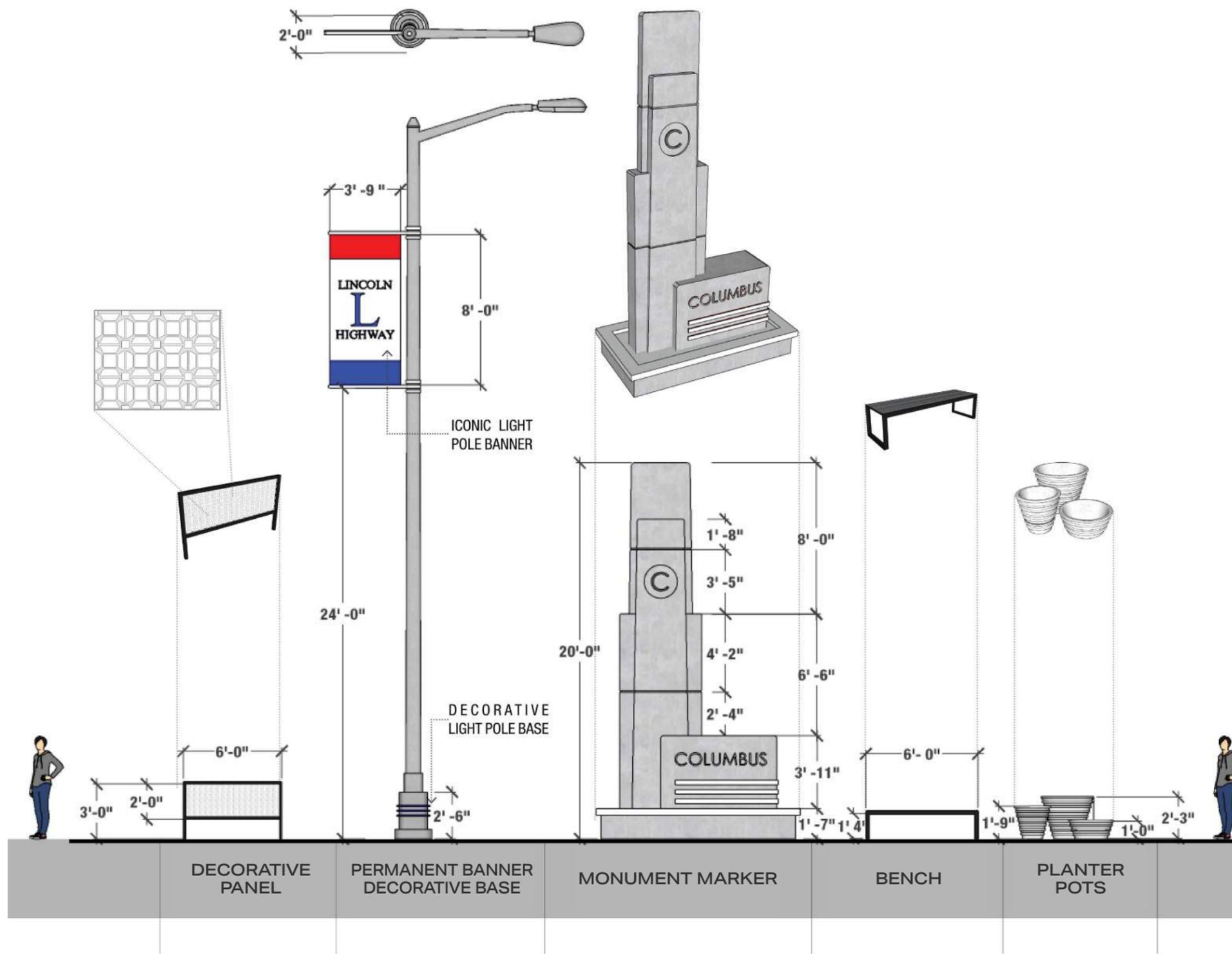


Historic Columbus Arch - proposed re-installation at 26th Avenue



Design Inspiration





Kit of Parts: decorative fence, light pole attachments (banner + base), monument marker, bench, and planter pots

MONUMENT MARKER / HISTORIC COLUMBUS ARCH

The monument markers are inspired by the Columbus Arch (that could be restored under private leadership, and incorporated into the design at the 26th Street intersection) and the Art Deco architecture seen throughout the City. Monument markers are to be placed only at the “bookends” of the 23rd Street Corridor – at the south corners at 33rd Avenue, and the west corners at E 6th Avenue.

LIGHT POLE BANNER

The light pole banner design has the opportunity to brand the entire 23rd Street Corridor with name, logo, and/or identity. The banner should be approximately 8’ in height. Final branding and design are to be determined after this master planning effort, but should consider previous identities of the community and corridor (such as “Power and Progress”, “Lincoln Highway” and “Something Good”) as well as the forms seen in the Historic Columbus Arch and throughout the City.

LIGHT POLE BASE

The light pole base design should compliment the banner design. The base should be consistent in height on each pole and should be no wider than 2’ in diameter.

DECORATIVE PEDESTRIAN FENCE

The decorative pedestrian fence component is primarily utilized throughout the urban zone. This should be placed between the sidewalk and adjacent property line. The decorative fence is a 1-1/2” steel tube frame that supports a 1/4” punched metal panel. The pattern on the punched metal is inspired by the Art Deco theme and serves as a screen to adjacent property, yet provides enough transparency to see through it.

BENCH

Seating is used at select locations throughout the corridor. The bench furnishing that best compliments the rest of the Kit of Parts is the Dash bench by Forms and Surfaces with an aluminum texture color selection.

PLANTER POT

Ribbed (in white) by Kornegay Designs is the recommended planter pot throughout the corridor. It is encouraged to mix different sized planters in groupings – such as utilizing the 18” x27”, 11”x21” and the 20.5”x12” planters. Space will indicate which size is most appropriate for each situation but should never exceed more than three different planter sizes at one intersection quadrant..

SPECIALTY PAVING

Colored concrete is the specialty paving used throughout the corridor at both intersection corners and at sidewalks. Colored concrete should be integral rather than applied to the surface only / stained. At intersection plazas, two alternating bands of color (Graphite and Outback, Davis Colors) are to be used. Where the sidewalk is directly behind the street curb, the specialty paving color to use is Graphite (Davis Colors).

CROSSWALK AND TURN LANE PAVING

At primary and secondary intersections, blue ‘StreetPrint’ should be used for the crosswalk design. At all other crossings, standard white crosswalk paint should be used for installation of the piano keys. Paving for the center turn lane should be white ‘StreetPrint’. Final design pattern for both intersection and center turn lane paving should be complimentary to the decorative pedestrian fence punched metal panel.

LIGHTED STREET NAME SIGNS

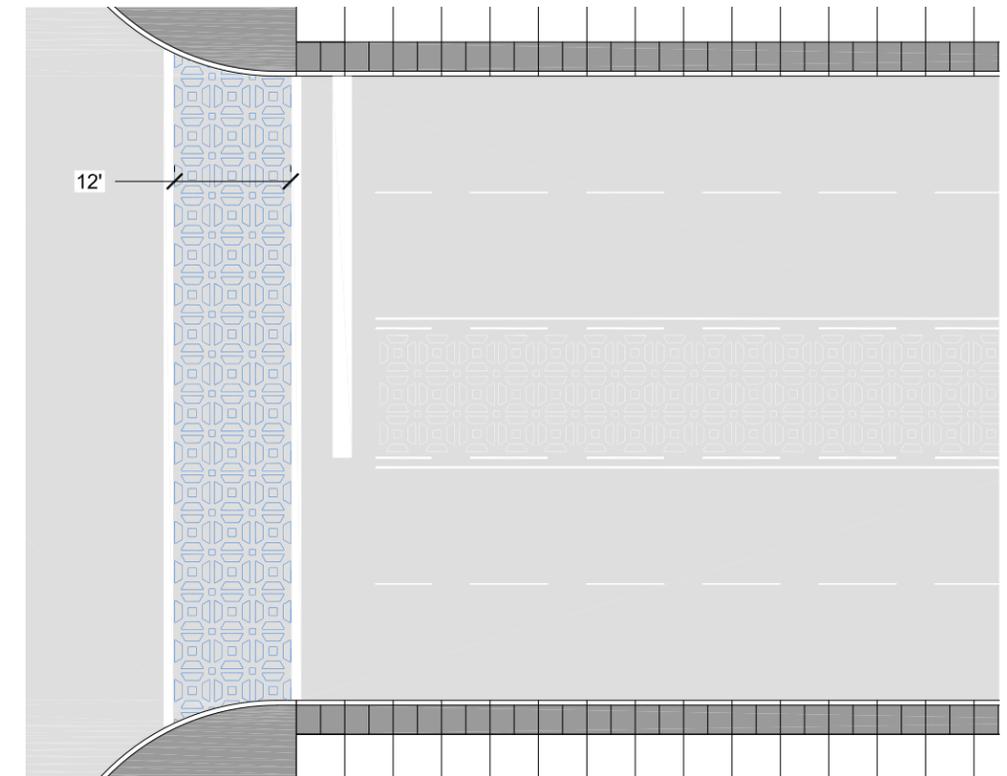
Vega light control system’s Street Name Sign Kits are proposed for street name signs at all signaled intersections (10). Size of each sign kit to be determined by length of street name.



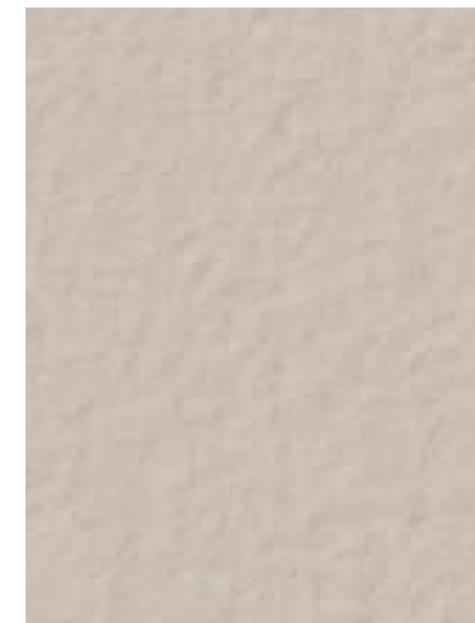
Planter Pots - Ribbed (white) - Landscape Forms



Lighted Street Name Sign Example



‘StreetPrint’ colors and pattern at intersection crossings + center turn lane

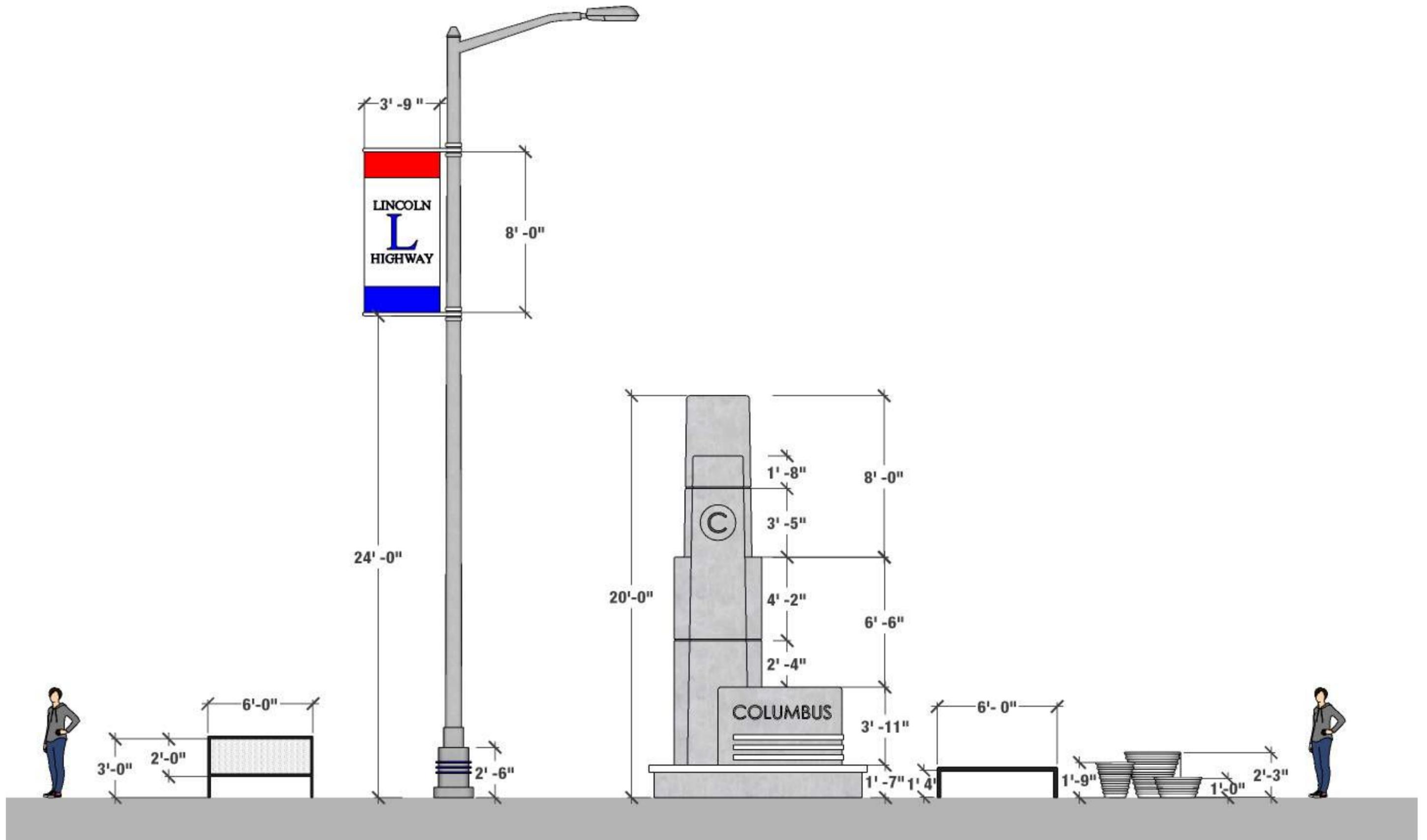


OUTBACK
0.5 LB 677



GRAPHITE
2 LBS 8084 *

Specialty Paving Davis Colors



Kit of Parts Elevation

PROPOSED STREETScape IMPROVEMENTS



Proposed Improvements at 33rd Avenue looking south

PROPOSED STREETScape IMPROVEMENTS



Proposed Improvements at 26th Avenue looking west

PROJECT BUDGET

The costs outlined are an opinion of probable construction costs based on current information. Costs are influenced by market conditions, changes in scope and inflation. These cost opinions are provided for initial order of magnitude budgeting purposes, and will adjust with the scope of the project as portions of the corridor proceed into implementation.

OVERALL BEAUTIFICATION MASTER PLAN COSTS

The estimate found at the top of page 43 for the overall 23rd Street Corridor Master Plan (as illustrated on pages 9 to 34) is \$3.6 million. Of that total, a portion is on private property. Although the City nor the DOT is responsible for the private improvements shown on the plans, the costs have been provided for property owners or businesses to understand what it takes to implement the 23rd Street Corridor Master Plan vision.

Design and engineering costs would be an additional 8-10% of the total project costs. Construction administration would be an additional fee to the design and engineering costs, and would be determined based on the scope of services requested.

Contingency varies within the cost estimate based on the line item. Monuments along the corridor (the archway at 26th Avenue and gateway monuments at 33rd Avenue and E 6th Avenue) should add 20% contingency due to the level of design still needed. All other line items should add 10% contingency. The costs provided are in 2019 dollars.

PHASE ONE BEAUTIFICATION COSTS

The City has allocated \$500,000 for the first phase of the 23rd Street Beautification Master Plan. The DOT roadway improvements are tentatively scheduled to begin spring of 2022, and the first phase of the beautification project is to occur simultaneously. Money for future phases has not yet been allocated and it is unknown when these funds would become available. Due

to the uncertainty of funding for future phases, it was important to find a phasing solution that appeared complete after the first phase was constructed, while also allowing the flexibility to add in future improvements per the overall master plan.

To establish a phasing solution that looks finalized after the first phase is constructed, three phasing scenarios within the \$500,000 budget were presented to the City and supporting committees for their review. The input received from this exercise helped to understand their beautification priorities for phase one improvements. The results in no specific order are summarized below.

- To the extent possible, backlit street name signs on traffic signal poles are a priority to incorporate into the first phase.
- Although higher in price, the StreetPrint crosswalk design was desired versus regular crosswalk striping - specifically at 23rd and 26th Avenue as people cross at these intersections the most.
- Installing only a fraction (a half or a third) of trees initially would be acceptable, such that the spacing of trees shown in the overall master plan was maintained to allow for infill tree plantings in the future.
- The pedestrian fence amenity was too expensive for the value it added to the corridor and was not a priority.
- Preferred fabricated banners (such as metal) over fabric/vinyl banners to increase longevity.
- Banners added to light poles were more important than bases added to light poles, and installing the banner along the entire corridor was more important than having them on every light pole if not along the entire corridor.
- Potential to fund gateway monuments and arch separately.
- Preference to keep floral pots along the corridor, especially in areas that lack landscaping due to limited right of way space.
- Hanging baskets on light poles were not important to the group due to maintenance concerns.
- In ground irrigation not a priority due to costs.

These comments helped form the recommended and preferred phase one approach for the 23rd Street corridor's beautification improvements. The phase one cost estimate can be found at the bottom of the following page. Yellow, highlighted cells indicate a change in quantity from the overall master plan \$3.6 million estimate. A summary of the phase one approach that corresponds with the beautification priorities and the phase one estimate (found on the following page) is described below:

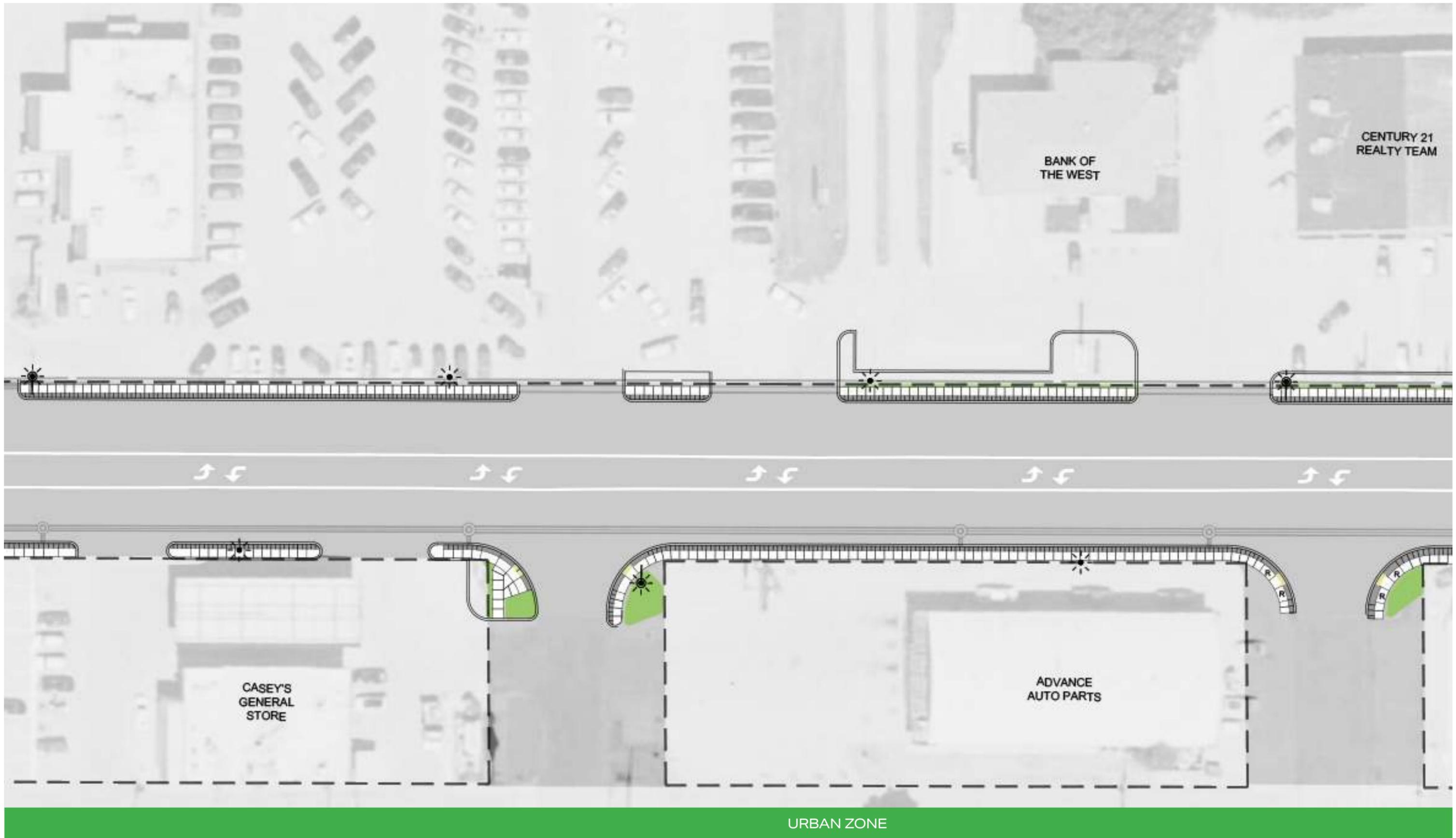
- One third of light poles in the urban zone to receive banners and bases.
- One third of light poles in the median + rural zones to receive banners only (no bases).
- All four traffic signal poles at 33rd, 26th and 23rd Avenue to receive backlit street name signs. All other intersections to incorporate backlit street name signs on cross street traffic signal poles only.
- Proposed floral pots to be installed in the urban zone only.
- StreetPrint crosswalks to be installed at 33rd, 26th and 23rd Avenue intersections. Regular crosswalk striping at all other signaled intersections.
- All trees in the urban zone are to be planted. Half of the trees in the median and rural zones are to be planted.
- All shrub/grass plantings are to be planted in the urban zone, none elsewhere.
- One third of the total median plantings to be planted in the median zone, no median plantings elsewhere.
- Half of the native prairie grass seeding to be planted in the rural zone.

The phase one cost estimate does not include any monument signage or archway, benches, pedestrian fencing, StreetPrint center turn lane design, in ground irrigation, standard crosswalk paint at driveways, or hanging baskets anywhere along the corridor.

Pages 44 to 49 show example enlargements for phase one beautification improvements for each of the three zones. These illustrations are intended to provide a sample visual of what phase one will look like once completed.

Overall Beautification Master Plan Cost Estimate														
23rd Street Beautification Master Plan Columbus, Nebraska	Urban Zone				Median Zone				Rural Zone				Totals	
	Quantity	Unit	Unit Cost	Subtotal	Quantity	Unit	Unit Cost	Subtotal	Quantity	Unit	Unit Cost	Subtotal		
PART OF THE PRIMARY PROJECT FUNDING														
Specialty Walk Pavement	29,494	SF			11,337	SF			798	SF			41,629	SF Specialty Walk Pavement
BEAUTIFICATION PROJECT - PHASE ONE														
Pedestrian Fence/Protection	6,000	LF	\$80.00	\$480,000.00	0				0				6,000	LF Pedestrian Fence/Protection
Street Lights-airport only	0				45				0					
Street Lights	55				87				13					
Street Light Base	55	EA	\$2,100.00	\$115,500.00	87	EA	\$2,100.00	\$182,700.00	13	EA	\$2,100.00	\$27,300.00	155	Street Light Base
Street Light Banners	55	EA	\$2,400.00	\$132,000.00	87	EA	\$2,400.00	\$208,800.00	13	EA	\$2,400.00	\$31,200.00	155	Street Light Banners
Hanging Baskets	55	EA	\$1,000.00	\$55,000.00	87	EA	\$1,000.00	\$87,000.00	13	EA	\$1,000.00	\$13,000.00	155	Hanging Baskets
Backlit Street Name Signs	18	EA	\$2,000.00	\$36,000.00	16	EA	\$2,000.00	\$32,000.00	6	EA	\$2,000.00	\$12,000.00	40	Backlit Street Name Signs
Monument Markers / Arch	2	EA	\$130,000.00	\$260,000.00	1	LS	\$325,000.00	\$325,000.00	1	EA	\$130,000.00	\$130,000.00	4	Monument Markers / Arch
Benches	10	EA	\$3,500.00	\$35,000.00	0				0				10	Benches
Floral Pots	19	EA	\$350.00	\$6,650.00	18	EA	\$350.00	\$6,300.00	0				37	Floral Pots
StreetPrint Major Crosswalks	16,000	SF	\$8.00	\$128,000.00	12,000	SF	\$8.00	\$96,000.00	4,000	SF	\$8.00	\$32,000.00	32,000	SF StreetPrint Major Crosswalks
Standard Crosswalks	49	EA	\$600.00	\$29,400.00	29	EA	\$600.00	\$17,400.00	0				78	Standard Crosswalks
StreetPrint - Center Turn Lane	45,200	SF	\$8.00	\$361,600.00	0				0				45,200	SF StreetPrint - Center Turn Lane
1.5" Cal. Street Tree	38	EA	\$300.00	\$11,400.00	376	EA	\$300.00	\$112,800.00	65	EA	\$300.00	\$19,500.00	479	1.5" Cal. Street Tree
Shrub/Grasses Plantings	8,609	SF	\$5.00	\$43,045.00	3,565	SF	\$5.00	\$17,825.00	500	SF	\$5.00	\$2,500.00	12,674	SF Shrub/Grasses Plantings
Median shrub/grass plantings	0				26,312	SF	\$5.00	\$131,560.00	7,287	SF	\$5.00	\$36,435.00	33,599	SF Median shrub/grass plantings
Prairie Grass Seeding	0				0				73,483	SF	\$0.23	\$16,901.09	73,483	SF Prairie Grass Seeding
Street Tree-not in row	10	EA	\$300.00	\$3,000.00	19	EA	\$300.00	\$5,700.00	0				29	Street Tree-not in row
Ornamental Tree-not in row	102	EA	\$275.00	\$28,050.00	44	EA	\$275.00	\$12,100.00	0				146	Ornamental Tree-not in row
Evergreen Tree-not in row	0				106	EA	\$300.00	\$31,800.00	0				106	Evergreen Tree-not in row
Shrub/Grasses Plantings-not in row	4,000	SF	\$5.00	\$20,000.00	1,261	SF	\$5.00	\$6,305.00	0				5,261	Shrub/Grasses Plantings-not in row
Shrubs (snow fence) - not along corridor	0				185	EA	\$50.00	\$9,250.00	0				185	Shrubs (snow fence)
Turfgrass Sod - not in row	2,998	SY	\$12.00	\$35,978.67	1,463	SY	\$12.00	\$17,556.00	0				4,461	SY Turfgrass Sod
Remove Pavement - not in row	30,887	SF	\$3.50	\$108,104.50	20,393	SF	\$3.50	\$71,375.50	0				51,280	SF Remove Pavement and prepare for plantings
Curb for planting protection - not in row	2,883	LF	\$15.00	\$43,245.00	2,612	LF	\$15.00	\$39,180.00	0				5,495	LF Curb for planting protection
TOTAL				\$1,931,973.17				\$1,410,651.50				\$320,836.09		\$3,663,460.76 Subtotal

Phase One Beautification Cost Estimate														
23rd Street Beautification Master Plan Columbus, Nebraska	Urban Zone				Median Zone				Rural Zone				Totals	
	Quantity	Unit	Unit Cost	Subtotal	Quantity	Unit	Unit Cost	Subtotal	Quantity	Unit	Unit Cost	Subtotal		
PART OF THE PRIMARY PROJECT FUNDING														
Specialty Walk Pavement	29,494	SF			11,337	SF			798	SF			41,629	SF Specialty Walk Pavement
BEAUTIFICATION PROJECT - PHASE ONE														
Pedestrian Fence/Protection	0	LF	\$80.00	\$0.00	0				0				0	LF Pedestrian Fence/Protection
Street Lights-airport only	0				45				0					
Street Lights	55				87				13					
Street Light Base	18	EA	\$2,100.00	\$38,500.00	0	EA	\$2,100.00	\$0.00	0	EA	\$2,100.00	\$0.00	18	Street Light Base
Street Light Banners	18	EA	\$2,400.00	\$44,000.00	29	EA	\$2,400.00	\$69,600.00	4	EA	\$2,400.00	\$10,400.00	52	Street Light Banners
Backlit Street Name Signs	16	EA	\$2,000.00	\$32,000.00	8	EA	\$2,000.00	\$16,000.00	2	EA	\$2,000.00	\$4,000.00	26	Backlit Street Name Signs
Monument Markers / Arch	0	EA	\$130,000.00	\$0.00	0	LS	\$325,000.00	\$0.00	0	EA	\$130,000.00	\$0.00	0	Monument Markers / Arch
Benches	0	EA	\$3,500.00	\$0.00	0				0				0	Benches
Floral Pots	19	EA	\$350.00	\$6,650.00	0	EA	\$350.00	\$0.00	0				19	Floral Pots
StreetPrint Major Crosswalks	13,000	SF	\$8.00	\$104,000.00	0	SF	\$8.00	\$0.00	0	SF	\$8.00	\$0.00	13,000	SF StreetPrint Major Crosswalks
Standard Crosswalks	0	EA	\$600.00	\$0.00	0	EA	\$600.00	\$0.00	0				0	Standard Crosswalks
StreetPrint - Center Turn Lane	0	SF	\$8.00	\$0.00	0				0				0	SF StreetPrint - Center Turn Lane
1.5" Cal. Street Tree	38	EA	\$300.00	\$11,400.00	188	EA	\$300.00	\$56,400.00	33	EA	\$300.00	\$9,750.00	259	1.5" Cal. Street Tree
Shrub/Grasses Plantings	8,609	SF	\$5.00	\$43,045.00	0	SF	\$5.00	\$0.00	0	SF	\$5.00	\$0.00	8,609	SF Shrub/Grasses Plantings
Median shrub/grass plantings	0				8,771	SF	\$5.00	\$43,853.33	0	SF	\$5.00	\$0.00	8,771	SF Median shrub/grass plantings
Prairie Grass Seeding	0				0				36,742	SF	\$0.23	\$8,450.55	36,742	SF Prairie Grass Seeding
TOTAL				\$279,595.00				\$185,853.33				\$32,600.55		\$498,048.88 Subtotal



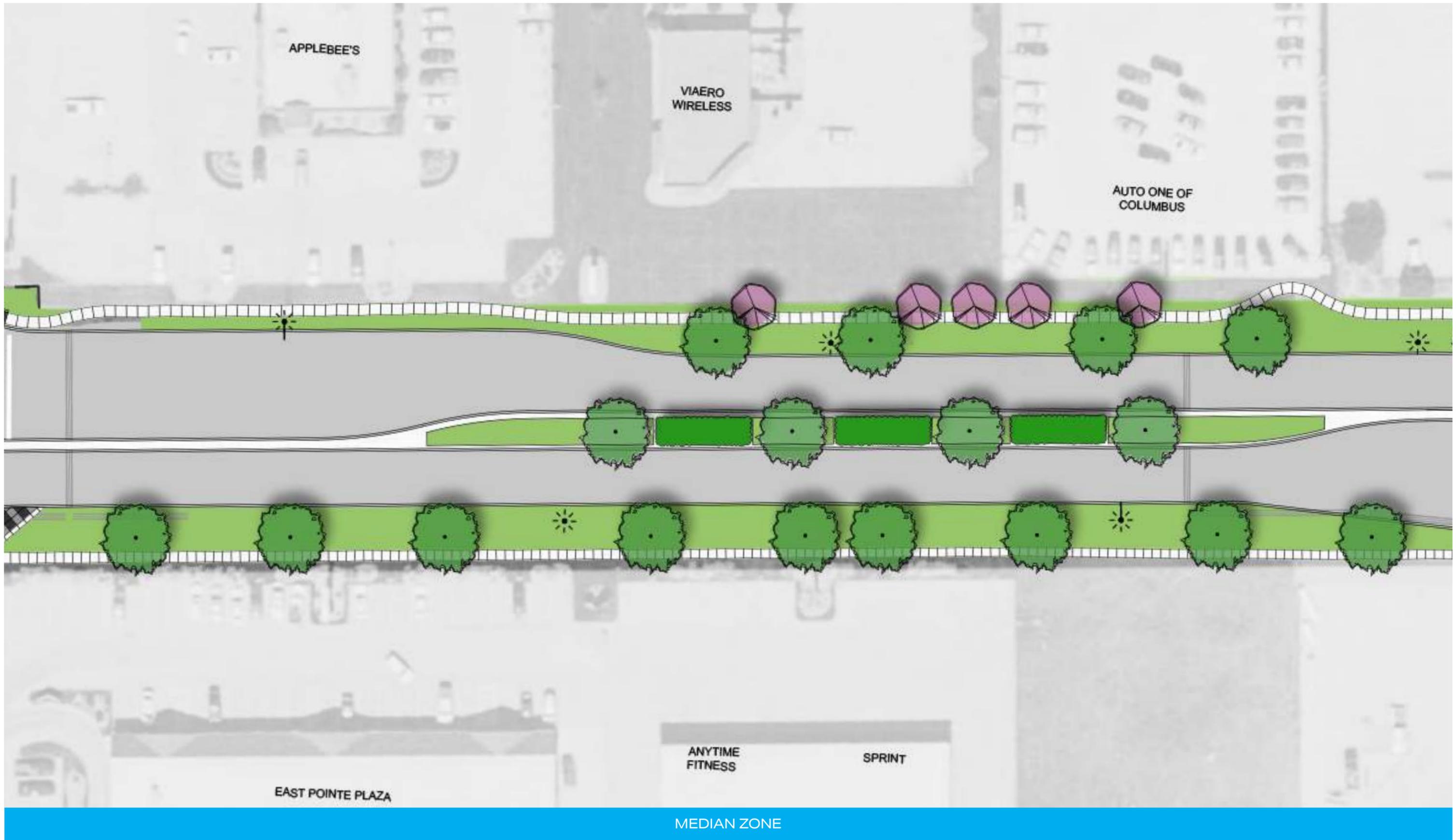
Phase One Beautification Improvements - Example Enlargement



Phase One Beautification Improvements - Example Enlargement



MEDIAN ZONE

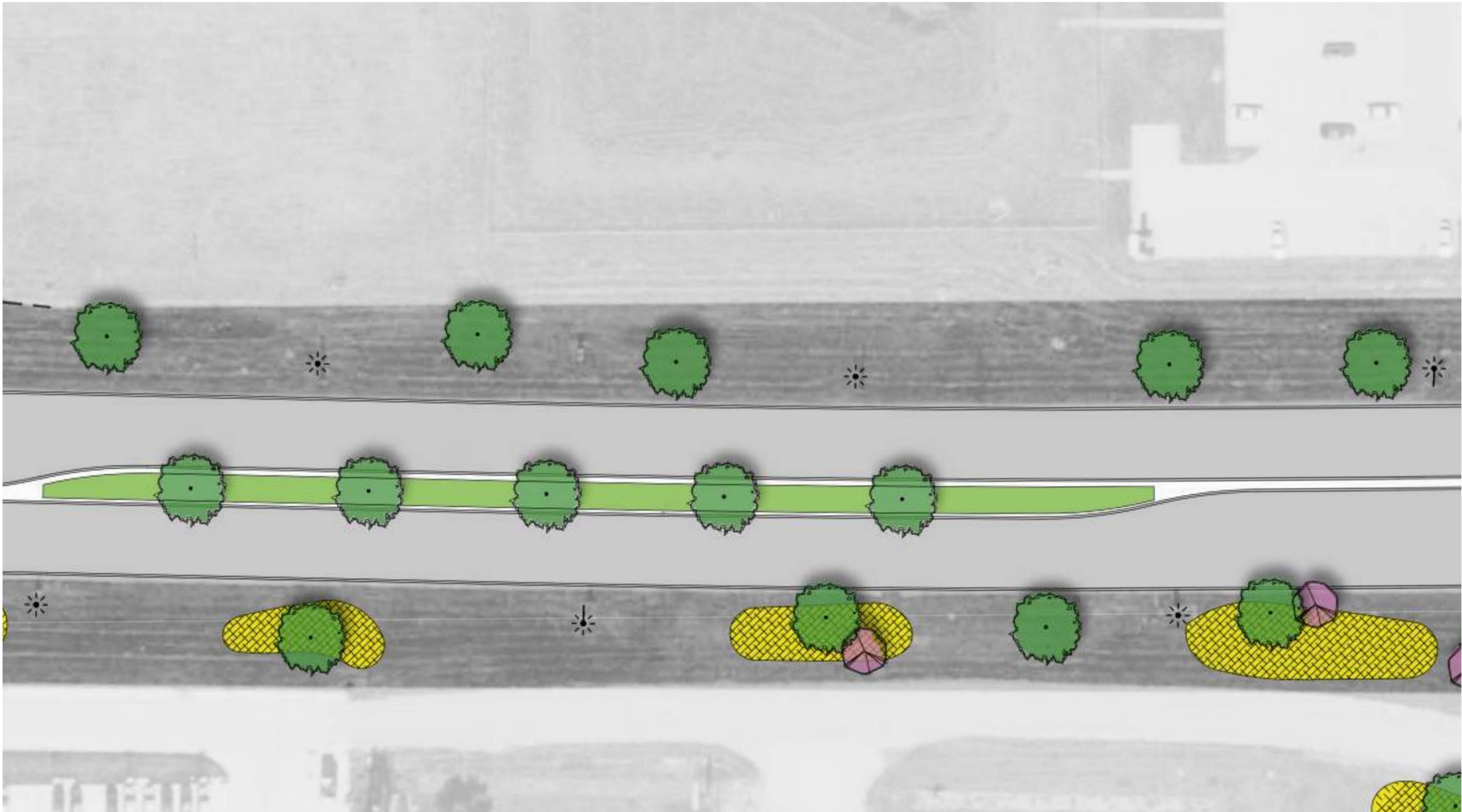


Phase One Beautification Improvements - Example Enlargement



MEDIAN ZONE

RURAL ZONE



RURAL ZONE

RESOLUTION NO. R19-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING CITY STAFF TO REFUND SEASON PASSES FOR QUAIL RUN GOLF COURSE THAT WERE PURCHASED PRIOR TO THE MARCH 2019 FLOODING AND AMENDING RESOLUTION NO. R18-113 (SCHEDULE OF FEES) BY CHANGING DAILY AND PUNCH CARD FEES AT QUAIL RUN GOLF COURSE TO BE THE SAME AS DAILY AND PUNCH CARD FEES AT VAN BERG GOLF COURSE, PURSUANT TO THE ATTACHED AND INCORPORATED HEREIN SCHEDULE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Quail Run Golf Course received damage from the March 2019 flood and now only has nine playable holes; and

WHEREAS, the Board of Parks Commissioners met on April 16, 2019, and have recommended that city staff be authorized to refund season passes for Quail Run Golf Course that were purchased prior to the flooding and amend the Schedule of Fees so that the daily and punch card fees at Quail Run Golf Course are the same as at Van Berg Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that city staff is authorized to refund season passes for Quail Run Golf Course if purchased prior to the March 2019 flood and that Resolution No. R18-113 (Schedule of Fees) is hereby amended to change the daily and punch card fees at Quail Run Golf Course to be the same as the daily and punch card fees at Van Berg Golf Course, a copy of which is attached hereto and incorporated herein by this reference.

This resolution shall repeal all resolutions or parts 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**

BOARD OF PARKS COMMISSIONERS

Public Property Director (402) 562-4240

Fax (402) 562-4265

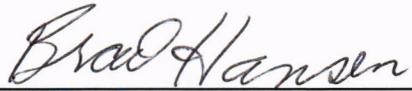
DATE: April 16, 2019

TO: Mayor and City Council

FROM: Board of Park Commissioners

RE Fee changes at the Quail Run Golf Course

At the April 16, 2019, Park Board meeting, the Board of Parks Commissioners recommended that the City Council amend the daily and punch card fees at Quail Run Golf Course to match the daily fees and punch card fees at Van Berg Golf Course due to the damage at Quail Run and the fact that there is only nine playable holes. The Park Board recommends all other fees remain the same. The Park Board also recommends that anyone that bought a season pass before the flooding have the option to be refunded the cost of their season pass.



Brad Hansen
Park Board Chairman

By: 

Approved By: 

GOLF COURSE

QUAIL RUN

Daily Green Fees

	Rate (Incl. Tax)	PROPOSED
Weekday 9-hole	\$ 15.75	13.25
Weekday 18-hole	\$ 24.75	
Weekend/Holiday 9-hole	\$ 19.00	16.25
Weekend/Holiday 18-hole	\$ 29.00	
Junior/Senior/Super Senior Weekday 9-hole	\$ 13.50	11.00
Junior/Senior/Super Senior Weekday 18-hole	\$ 20.00	
Twilight (two hours before sunset any day)	\$ 11.00	
Winter Rates: December 1 – March 31		
9-holes w/cart	\$ 20.00	
 18-holes w/cart	\$ 25.00	

Season Pass

Junior 7-day	\$ 236.00
Young Adult 7-day	\$ 525.00
Single 7-day	\$ 924.00
Family 7-day	\$1,313.00
Senior 7-day	\$ 814.00
Super Senior 7-day	\$ 735.00
Additional Spouse Pass for Above Categories	\$ 305.00

Individual Installment Pass

\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st

Family Installment Pass

\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st

Punch Cards (Individual or Corporate)

20 Punch 9-hole	\$ 289.00	221.00
20 Punch 18-hole	\$ 446.00	
Combo 9/18-hole (10 punches each)	\$ 368.00	
High School Teams – with range balls (Monday – Friday)	\$1,916.00	

RESOLUTION NO. R19- 84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH CREIGHTON UNIVERSITY TO ALLOW FIELD INTERNSHIP TRAINING AND PLACEMENT OF THE UNIVERSITY'S EMT/PARAMEDIC PROGRAM STUDENTS WITH THE COLUMBUS FIRE DEPARTMENT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, field internship training opportunities are mandatory for paramedic students at colleges which offer EMT/Paramedic programs; and

WHEREAS, Creighton University has one such program and has requested the Fire Department become affiliated with its program so students may get clinical experience.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement with Creighton University to allow field internship training and placement of the University's EMT/Paramedic Program students with the Columbus Fire Department, 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: April 4, 2019

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Creighton University Internship Agreement

RECOMMENDATION:

The City Council approve the internship agreement with Creighton University regarding paramedic training program.

DISCUSSION:

The Fire Department has been working in conjunction with Creighton University and other EMS training institutions to provide ride-along internships for paramedic and EMT students for many years. This process enables students to meet their field-supervised skills and hours requirements for certification and licensure. Columbus FD paramedics serve as the field preceptors for the students during the ride-alongs.

This affiliation promotes Columbus Fire Department as a destination for future career professionals. In addition, Columbus Fire Department employees and volunteers seeking certification and ride time through this institution are allowed to do ride time while on duty in Columbus. There are two City of Columbus employees planning to attend Creighton Paramedic Program this fall.

FISCAL IMPACT:

Saves the City money when an employee can do ride time in Columbus, while on duty.

ALTERNATIVES:

None that would provide an equivalent relationship or benefit.

SIGNATURE:

BY  _____

APPROVED BY:  _____

APPROVED BY: _____

**AGREEMENT BETWEEN
CREIGHTON UNIVERSITY
AND
CITY OF COLUMBUS,
NEBRASKA, ON BEHALF
OF THE COLUMBUS FIRE
DEPARTMENT**

This agreement is entered into by the City of Columbus, Nebraska, a municipal corporation, on behalf of the Columbus Fire Department (“Provider”) and Creighton University, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 (“Creighton”).

Creighton provides Emergency Medical Services education courses and programs designed upon the United States Department of Transportation, National Highway Traffic Safety Administration (US DOT NHTSA), National Education Standards and Instructional Guidelines (“EMS Program”).

Creighton requires field internship training opportunities for students in the EMS Program (“Students”).

Provider is willing to provide a field internship experience to Students.

In consideration of the mutual benefits and commitments made herein, the parties agree to the following:

I. GENERAL INFORMATION:

- A. The course of instruction (the “Field Program”) will cover a period of time mutually agreed upon between Provider and Creighton. The Field Program objectives will be communicated in writing to the Provider’s preceptor by Creighton when scheduling Students.
- B. Except under compelling circumstances agreed to by both parties, the beginning dates and length of experience will be agreed upon no less than two weeks before the beginning of the Field Program.
- C. The number of Students eligible to participate in the Field Program will be mutually determined by agreement of the parties and may be altered by mutual agreement. No more than one Student may participate on a unit at one time.
- D. No compensation shall be due either party for services provided under this Agreement. Students are not employees of Provider or Creighton and are not eligible for compensation or benefits from either institution.
- E. Creighton shall, in conjunction with Provider, designate the field preceptors (“Field Preceptors”) for the Field Program. Field Preceptors will directly supervise all Students as related to patient care. Additionally, Field Preceptors shall follow Provider’s policies and Creighton’s guidelines and evaluation standards according to the Field Program provided under Section II.B of this Agreement.
- F. Neither Provider nor Creighton will discriminate against any employee or Student on the basis of race, national origin, religion, creed, sex, sexual orientation, age, or marital, veteran or disability status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and regulations promulgated thereunder, governing the privacy of student records.

II. RESPONSIBILITIES OF CREIGHTON:

- A. Creighton shall provide and maintain the records and reports required by Provider for conducting field learning experiences of its Students under this Agreement. Creighton assumes responsibility for assigning grades for the Field Program experience.
- B. Creighton will provide a printed Field Program which meets current accreditation and licensing standards for training in Nebraska and nationally. Such program shall also meet Provider’s

standards and protocols. Creighton will permit only those Students currently enrolled in the Field Program and who have successfully completed necessary prerequisite didactic and clinical portions of the curriculum to participate in the Field Program.

- C. Creighton shall obtain and maintain professional liability insurance coverage in the amount of \$1,000,000 per incident/\$5,000,000 aggregate to cover the liability of Creighton and its Students.
- D. Creighton shall require Students to comply with Provider policies and procedures while participating in the Field Program at Provider, including Provider's policies and procedures governing patient confidentiality. As a part of this agreement, Creighton shall require Students to submit to Provider a signed Student Clinical Participation and Confidentiality Agreement. An example of this agreement is attached as Exhibit A. Creighton shall have the obligation to make sure that all Creighton faculty shall be properly oriented to Provider policies and procedures in accordance with standards established by the Provider.
- E. Creighton acknowledges that it shall submit a signed attestation regarding the health status of each Student. An example of this attestation form is attached as Exhibit B.
- F. Creighton will conduct a background check on each Student prior to participating at Provider. Creighton will only send Students whose background checks have no felonies or whose results have been pre-approved by Provider. Creighton's background check will include the following items:
 - 1. Social Security number verification
 - 2. Criminal search (7 years)
 - 3. Violent Sexual Offender & Predator registry
 - 4. HHS/OIG/GSA
 - 5. Any other items requested in writing by Provider upon signing of this Agreement.
- G. Creighton shall defend, indemnify and hold Provider harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents, Students, or employees.
- H. Creighton will enforce rules and regulations governing Students that are mutually agreed upon between Provider and Creighton.
- I. Creighton will provide any necessary textbooks and classroom supplies needed by Provider to fulfill its obligations under this Agreement.

III. RESPONSIBILITIES OF PROVIDER:

- A. Provider will participate in directing and implementing the Field Program.
- B. Provider will designate a Training Officer to act as a liaison with Creighton. The Training Officer will monitor Students participating in the Field Program at Provider and collaborate with Creighton regarding Student performance. Collaboration will predominately occur using telephone and email communications and completed evaluation forms. On-site visits will occur if deemed necessary by Creighton. The Training Officer will be included in Creighton's EMS program planning, if any.
- C. Provider will make available Provider's physician medical director for EMS services to accept responsibility for the practice of Students while at Provider.
- D. Provider reserves the right to limit the number of Students it receives. Provider, in conjunction with Creighton, will determine the dates for Student participation in the Field program.
- E. If Provider accepts a Student, Provider shall provide instruction and professional experience in accordance with Field Program objectives (Section I. A) and any specific Field Program goals developed and agreed upon by the parties.
- F. Provider shall provide and maintain records and reports required by Creighton for conducting

the educational program and provide an evaluation to Creighton on forms provided by Creighton.

- G. Provider shall be under no obligation to maintain any facilities for the Field Program other than those which Provider ordinarily maintains in the course of its business.
 - H. Provider shall provide available time, when possible, to clinical instructors for attending clinical supervisory meetings and conferences called by Creighton as part of the educational program.
 - I. Provider will inform Students of Provider's policies and procedures.
 - J. Provider shall defend, indemnify and hold Creighton harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, or employees. This indemnification provision is not intended to and shall not change the obligations of any insurance company under any insurance policy maintained by a party.
 - K. Provider retains the right to terminate any Student's participation in the Field Program where it reasonably believes doing so is necessary to protect the health, safety and welfare of Provider, its patients, employees or visitors. Provider shall immediately notify Creighton's Director of EMS Education at (402) 280-1280 of any such termination of a Student.
 - L. Students who become ill while at Provider will be provided initial medical or emergency treatment at Student's cost.
- IV. Provider, and its Fire Department's, agreement to provide field internship experience does not create a special duty to Creighton or any individual. Further, 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.
- V. Provider is subject to the State's public records laws, found at Neb. Rev. Stat. § 84-714 *et seq.* In the event Provider receives a public record request seeking records or information which is or may be covered by this Agreement, Provider agree to provide notice to Creighton as soon as reasonably possible in order to discuss the disclosure requirements under those laws and FERPA. Provider will have the ultimate authority on whether the records are disclosed, provided Creighton has not elected to seek a judicial determination that such disclosure is not required.
- VI. Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days advance written notice to the other party.
- VII. Any revision or modification of the Agreement shall be in writing, and shall be signed by both parties. This Agreement contains the entire agreement of the parties. If any portion of this Agreement is deemed to be unenforceable or against public policy, it shall not affect the remaining portions of this Agreement
- VIII. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person or by mail. Notice shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the fifth (5th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown below:

City of Columbus
Attn: City Administrator and Fire Chief
2424 14th St
Columbus, NE 68601

Creighton University
Attn: EMS Program Director
2500 California Plaza
Omaha, NE 68178

- IX. Nebraska law will govern the terms and the performance under this Agreement.
- X. This agreement shall be effective as of the 1st day of January, 2019. This Agreement shall be for a term of one year from and after the date of its execution, and shall be automatically extended from year to year thereafter until either party gives the other written notice of no less than thirty (30) days, of its intention to terminate the Agreement.

CITY OF COLUMBUS

CREIGHTON UNIVERSITY

By _____

James Bulkley
Mayor
Date:

By _____
Dan Miller
Fire Chief
Date:

DocuSigned by:
Gail Jensen
By _____
F955FA93D7F2453...

Gail Jensen, PhD
Dean, Graduate School
Date: 5/1/2019 | 3:30 PM CDT

DocuSigned by:
Michael G. Miller
By _____
EE8A5E2BF44F466...

Michael Miller, EdD
EMS Program Director
Date: 5/1/2019 | 2:54 PM CDT

EXHIBIT A
STUDENT CLINICAL PARTICIPATION AND CONFIDENTIALITY AGREEMENT

Provider is committed to quality health care and confidentiality for its patients. As a student of another institution assigned to a clinical experience at Provider, the undersigned is required to agree to the terms of this Agreement. Please review and ask questions if you have any.

“Confidential Information” is any patient, physician, employee, and Provider business information obtained during the course of work or association with Provider.

I agree to treat all Confidential Information as strictly confidential and will not reveal or discuss Confidential Information with anyone who does not have a legitimate medical and/or business reason to know the information. I understand that I am permitted to access Confidential Information only to the extent necessary for patient care and to perform my duties while assigned to Provider. I will not disclose identifiable Confidential Information (e.g., name, date of birth) if the identity of the individual can be removed. I understand that I am a member of Provider’s workforce for purposes of complying with the Health Insurance Portability and Accountability Act of 1996, and its applicable privacy and security regulations, and agree to follow Provider’s policies regarding HIPAA while participating in this Field Program at Provider.

I will abide by all Provider policies and procedures regarding Confidential Information.

If I am given any access security codes or passwords, I agree to use them solely to perform my duties and will not breach the security of the information systems or premises. I will not use or disclose or misuse security codes or passwords. I will not misuse or attempt to alter Provider information systems in any way. I understand that Provider reserves the right to audit, investigate, monitor, access, review and disclose information obtained through the information systems at any time, with or without advance notice to me and with or without my knowledge. I understand I will be held accountable for my work and any changes made under my password and security codes. I understand that I am responsible for the accuracy of information submitted under my passwords and security codes.

I am expected to be covered by my own health insurance at all times, including hospitalization insurance. Should I seek routine or emergency medical care, I understand that I will be responsible for the cost of such care.

I am not and will not be an employee of Provider by virtue of my participation in this Field Program at Provider and shall not be entitled to compensation or employee benefits of any kind, including but not limited to health insurance, workers’ compensation insurance or unemployment benefits.

I understand that violations of Provider policy may subject me to immediate termination of my assignment at Provider, as well as civil sanctions and/or criminal penalties.

My signature acknowledges that I have read and understand this Agreement.

Student Name (print)

Date

Student Signature

This Exhibit is made a part of the Agreement to which it is attached.

EXHIBIT B - HEALTH STATUS/FIELD PROGRAM TRAINING ATTESTATION FORM

1. I verify the following information for the required *health screenings, immunizations or documented health status* and will provide documentation upon request.
 - a. Tuberculosis screening within the past 12 months (negative PPD skin test or a chest x-ray and health care provider review if a previous positive PPD reaction)
 - b. Measles, mumps, and rubella (MMR) immunity (positive antibody titers or 2 doses of MMR)
 - c. Diphtheria, pertussis, and tetanus immunity (Tdap, Adacel, or Boostrix)
 - d. Polio immunity (3-dose series or positive antibody titer)
 - e. Varicella immunity (positive history of chickenpox and positive antibody titer or Varicella immunization)
 - f. Hepatitis B immunity (3-dose series and positive antibody titer)
 - g. Seasonal Influenza vaccination

2. I verify that I have CPR for Healthcare Providers certification.

3. Creighton provides the following required program instruction to all students. I verify that I have received instruction in all areas
 - CPR for Healthcare Providers
 - Confidentiality (Patient Rights)
 - Dress Code
 - General Infection control and Standard Precautions, including needle safety
 - HIPAA training

I agree to abide by all policies and procedures of the Providers hosting my rotations/clinical experiences.

My signature acknowledges that the information I have provided is complete and accurate and that I authorize the above information to be disclosed to preceptors/Providers prior to rotations/clinical experiences.

Student Name (print)

Student Signature

Date

This Exhibit is made a part of the Agreement to which it is attached.

RESOLUTION NO. R19- 85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT FOR CONSTRUCTION ENGINEERING WITH ALFRED BENESCH & COMPANY IN AN AMOUNT NOT TO EXCEED \$261,813.80 FOR THE 3 AVENUE, 8 STREET TO SOUTH 5 STREET PROJECT (NDOR PROJECT NO. URB-6065(6)); A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus is developing a transportation project for which it intends to obtain Federal Funds; and

WHEREAS, the City of Columbus as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, Alfred Benesch & Company has been approved by and has an agreement with, and has been selected by the Nebraska Department of Transportation to provide Construction Services for these types of projects; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement for Construction Engineering with Alfred Benesch & Company in an amount not to exceed \$261,813.80 for the 3 Avenue, 8 Street to South 5 Street, Project (NDOR Project No. URB-6065(6)), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 1, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: 3rd Avenue from 8th Street to South 5th Street On-Call Construction Engineering Services Task Order Agreement for LPA Projects

RECOMMENDATION:

I recommend approval and signing of the agreement with Alfred Benesch & Company, office in Grand Island, Nebraska, for 3rd Avenue, 8th Street to South 5th Street, NDOT Project No. URB-6065(60, C.N. 31990, Construction Engineering Services. The consultant was selected from the NDOT On-Call Services for Construction Engineer.

DISCUSSION:

Project is the construction of 3rd Avenue from 8th Street to South 3rd Street, including a 41-foot wide urban paving section, sidewalks, storm sewer stubs and inlets, utility adjustments, seeding/sodding, and related work. The project is set up for construction to begin in June 2019 and substantially completed by the end of this year.

If you have any questions or require additional information, please feel free to contact me.

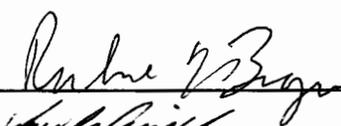
FISCAL IMPACT:

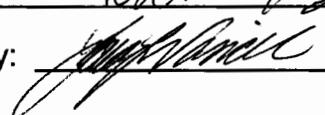
Consultant will be compensated based on Specific Rates of Compensation for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$261,813.80. Reimbursable costs in accordance with the three party Program Agreement with the NDOT and City of Columbus dated June 6, 2011. The NDOT will pay for the project and submit a reimbursement request to the City in Fall 2019 at the start of the City 2019-2020 budget.

ALTERNATIVE:

Do not approve; however, the project will be stopped and funding may be eliminated.

SIGNATURE:

By:  _____

Approved By:  _____

Task Order Agreement No.	BK1914
Master Agreement No.	BK1804
Effective (NTP) Date	
Task Order Amount	SRC \$261,812.80

ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF COLUMBUS
ALFRED BENESCH & COMPANY
PROJECT NO. URB-6065(6)
CONTROL NO. 31990
3RD AVE., 8TH STREET – SOUTH 5TH, COLUMBUS

THIS AGREEMENT is between the City of Columbus ("LPA") and Alfred Benesch & Company ("Consultant"); collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement No. BK1804 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. URB-6065(6) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. URB-6065(6), and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and State agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Address	825 M Street Suite 100, Lincoln, NE
Project Manager's Name	Andy Beil
Project Manager's Phone	402-479-2200

1.2 State Project Coordinator

Name	Gary Wittwer
Phone Number	402-564-5751

1.3 LPA RC

Name	Rick Bogus
Phone Number	402-562-4237

1.5 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 State, on behalf of LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.2 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.3 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 105 calendar days of the construction completion date. The completion of the construction of this project is estimated to be October 21, 2019, and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan)

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date State signed the Task Order.
- 3.5 Termination or Suspension -- State reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit “A”, attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit “A” is the result of the following process:
- 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
- 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
- 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit “A”.
- 4.3 Exhibit “A” sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA’s project is constructed by the contractor in compliance with the Construction Contract Documents and “the Manuals” (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
- 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours’ notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "A", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 5. STAFFING PLAN (CE)

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new

personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "A", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$261,813.80 in accordance with Exhibit "B".

SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, Unique)**8.1 Suspension or Termination**

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2.1 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State

on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK1804) between the Nebraska Department of Transportation and Consultant, dated February 2, 2018 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: 3RD AVE, 8TH ST - SO. 5TH ST, COLUMBUS
Project Number: URB-6065(6)
Control Number: 31990

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for improvements to 3rd Avenue from 8th Street to S. 5th Street in Platte County, Nebraska. The project consists of the following improvements: construction of new pavement, sewers, sidewalk, utility relocations, and other related activities.

Alfred Benesch & Co., (Consultant) shall serve as agent for the City of Columbus, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and observe construction and to provide quality assurance materials testing, and other services as requested to assist the LPA with determining that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

Project Number: URB-6065(6)
Control Number: 31990
Construction Engineering Services

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for the project management task are assumed to be estimated at 5% of the total hours for all other tasks.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, document minutes, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, document minutes, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **24** meetings each lasting an average of one (1) hour. It is anticipated these meetings will occur on-site during regular working hours and specials trips will not be required for inspection staff or other regular attendees performing field work.
- 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project. A formal meeting is not anticipated.
- 2.5 Assume **25** trips to the project site for the Project Manager or Construction Engineer to attend meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan (TCP) for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).

- 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
- 3.2 Prepare TCP revisions when requested by the Owner, NDOT, or the Contractor and approved by the LPA RC to adapt plans to any changes to phasing or

traffic patterns not initially known at the time of preparing the initial TCP. It is assumed up to three (3) modifications may be requested.

- 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.
- 4.1 Conduct **up to 24** Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **0** trips to the project site for SWPPP Inspections – inspections will occur during the course of other on-site activities.
5. Construction Survey/Staking. The Contractor shall provide construction staking. The Consultant shall provide the following:
- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- ~~5.3 Stake limits of construction throughout project.~~
- ~~5.4 Mark removals including pavement removal limits. Stake right of way and construction easements.~~
- ~~5.5 Provide slope stakes for grading~~
- ~~5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.~~
- ~~5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.~~
- ~~5.8 Stake fence relocation and guardrail.~~
- ~~5.9 Stake silt fence.~~
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume **3** trips to the project site for construction survey/staking.
- All items will be staked one time. Except for re-staking required for staking done incorrectly, the Consultant will be compensated through the contract for any re-staking and the contract amount will be increased accordingly. The consultant shall track re-staking hours separately for determination of amount of compensation required and amount to be withheld from Contractor payment. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the Consultant will initiate a Change Order to withhold the same amount from the Contractor's payment for work performed.
6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
- Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)
- It is anticipated clerical support will be utilized in support of field staff to streamline data management and entries into SiteManager. It is assumed the job trailer provided by the Contractor will be suitable for a computer workstation equipped by the Consultant to facilitate on-site SiteManager entry and opportunities will occur throughout a work week to perform SiteManager entries during the course of a planned work day.
7. Girder Shim Surveying. Not Applicable.
8. Perform Bearing Calculations. Not Applicable.

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

It is assumed the average work day will be approximately 8 hours on-site for inspection staff with weekend work will be required depending on the Contractor's proposed schedule. A total of 120 inspection days are assumed, 95 working days and 25 non-working days requiring the presence of an inspector.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.). The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys. Inspector 1 shall document daily the presence of any nests observed in trees or brush within or immediately adjacent to the construction area. If any nests are identified, a skilled Environmental Scientist shall review the nest to determine what, if any, steps should be taken to comply with the MBTA or project environmental commitments. All observations and recommendations shall be immediately relayed to NDOT staff to confirm the proper course of action prior to any changes in operations (see item 4.3 above).
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys outside of those indicated in the Environmental Commitments so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.

- Consultant shall review and forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
 - Communicate and coordinate plan revisions and change orders with the Designer.
 - Prepare a field checked culvert order list
 - Prepare guardrail order list
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items in accordance with NDOT practices. Quantities will be documented on NDOT quantity spreadsheets whenever possible.
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 120 Inspector 1, 40 Inspector 2, and 1 Inspector 3 trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

Testing up to the quantities identified in the Estimate of Testing Quantities under the Direct Expenses for the items of work identified in the construction Contract Documents.

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab for the testing identified in the Estimate of Testing Quantities.

- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab for the testing identified in the Estimate of Testing Quantities.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume 5 trips to the project site for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All SiteManager entry, collection of samples and certifications, delivery to NDOT, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
 - 11.1 As-Built Drawings will be prepared in electronic *.pdf format
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 One (1) Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
 - 13.1 Project Closeout activities shall include the following:
 - Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (If required)
 - Material Test Results
 - SiteManager PM Diary Report
 - SiteManager Contract Item Report for all Contract Items
 - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation associated with the work contained within this scope of services.
 - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
 - Project Culvert Field Book with information per the NDOT Construction Manual

- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

- 14.1 Public Involvement Material Preparation – The Consultant shall prepare an informational flier (up to 200 printed copies) and distribute to stakeholders located within or immediately adjacent to the project corridor
- 14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

E. SCHEDULE

The LPA will provide the Notice to Proceed for CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor. Upon request, the Consultant shall provide a schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed

Staffing Plan (SRC)

Construction Engineering

Project Name: 3RD AVE, 8TH ST – S 5TH ST, COLUMBUS
Consultant: Benesch
Consultant PM: Andy Beil, PE
LPA RC: Tara Vasicek
NDOT PC: Greg Wood, PE
Date: April 5, 2019

Project Number: URB-6065(6)
Control Number: 3990X



Billing Rates Entered Directly, or
 Calculated, based on:
 Overhead: 166.17%
 Profit Rate: 13.60%
 FCCM (if applicable): 0.480%
 *Salary Escalation Factor:
 *Escalation Period: 1 yrs
 *(default is 3% and 1 yr period)

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Surveyor/Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	CENG	Construction Engineer	8	INS2	Inspector 2
4	DES	Design Engineer/Tech	9	INS3	Inspector 3
5	PI	Public Involvement Specialist	10	PA	Project Assistant

Effective Multiplier For New Staff = 3.05

SRC BILLING RATE TABLE per employee

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	SRC Billing Rate	% Assigned
Principal				
Tony Dirks, PE	Sr Project Manager	\$68.00	\$206.00	100%
		Weighted Average Rate:	\$206.00	
Project Manager				
Andy Beil, PE	Sr Project Manager	\$58.50	\$178.00	100%
		Weighted Average Rate:	\$178.00	
Construction Engineer				
Andy Beil, PE	Sr Project Manager	\$58.50	\$178.00	50%
Cody Wilbers, PE	Project Engineer I	\$33.40	\$102.00	50%
		Weighted Average Rate:	\$140.00	
Design Engineer/Tech				
Steve Irons, PE	Project Manager II - Design	\$56.60	\$172.00	70%
Corey Reinke, RLS	Sr Technologist	\$32.70	\$100.00	30%
		Weighted Average Rate:	\$150.40	
Public Involvement Specialist				
Emily Molloy	BD/PI Manager	\$33.50	\$102.00	50%
Chloe Cahill	Public Involvement Specialist	\$29.80	\$91.00	50%
		Weighted Average Rate:	\$96.50	
Surveyor/Survey Crew Member				
John Egger, RLS	Sr Surveyor	\$31.40	\$96.00	40%
Joe Haas, LSIT	Party Chief	\$26.00	\$79.00	40%
Jesse Sherman	Party Chief	\$20.40	\$62.00	20%
		Weighted Average Rate:	\$82.40	
Inspector 1				
Sean Nordgren	Designer I	\$25.00	\$76.00	100%
		Weighted Average Rate:	\$76.00	
Inspector 2				
Scott Gripenstroh	Sr Technologist	\$38.10	\$116.00	100%
		Weighted Average Rate:	\$116.00	

SRC BILLING RATE TABLE per employee

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	SRC Billing Rate	% Assigned
Inspector 3				
Brant Wells	Sr Field/Lab Tech	\$30.00	\$91.00	50%
Matt Roessler	Sr Field/Lab Tech	\$18.50	\$57.00	45%
Kari Sherman	Environmental Scientist			5%
Weighted Average Rate:			\$71.15	
Project Assistant				
Karen Compas	Project Assistant II	\$20.50	\$63.00	100%
Weighted Average Rate:			\$63.00	

Consultant's Estimate of Hours

Construction Engineering

Project Name: 3RD AVE, 8TH ST – S 5TH ST, COLUMBUS
 Consultant: Benesch
 Consultant PM: Andy Seil, PE
 NDOT PC: Greg Wood, PE
 Date: April 5, 2019

Project Number: URB-6065(6)
 Control Number: 3890X

TASKS	PERSONNEL CLASSIFICATIONS											Total
	PR	PM	GENG	DES	PL	SCM	INSI	INSA	NS	EA		
1. Project Management & Coordination	2	113										115
1.1 Project Management	2	113										115
2. Meetings		5	103		2		7	3		13		134
2.1 Construction Inspection Planning Meeting		1	1				1	1				4
2.2 Pre-Construction Meeting		2	6		2		6	2		1		19
2.3 Construction Progress Meetings (up to 24)			24							12		36
2.4 Trips to Site (Travel Time) for Meetings		3	72									75
3. Traffic Control Plan			7	24			11					42
3.1 Prepare Initial Traffic Control Plans (each Phase)			4	16			8					28
3.2 Revise TCP due to Phasing Changes (up to 3)			3	8			3					14
3.3 Sign and Submit Plans to the RC												
4. SWPPP Inspections/Manual Updates												
4.1 Conduct Inspections (up to 12 on non-insp days)												
4.2 Update SWPPP Manual (up to 24)												
4.3 MBTA/T&E Surveys												
4.4 Trips to Site (Travel Time) for SWPPP or MBTA/T&E Insp												
5. Construction Survey/Staking						46						46
5.1 Provide coordination of staking needs w/ Contractor						8						8
5.2 Verify and re-establish the survey control, if needed						16						16
5.3 Stake limits of construction throughout project												
5.4 Verify exist tie-in elevations						4						4
5.5 Stake ROW & construction easements												
5.6 Provide slope stakes/rough grade stakes												
5.7 Provide paving hubs												
5.8 Provide sewer hubs/stakes												
5.9 Stake fence relocation and guardrail												
5.10 Stake silt fence												
5.11 Stake noise & retaining walls												
5.12 Stake Utilities												
5.13 Special Request Staking												
5.14 Reference Staking for Utility Relocations												
5.15 Traffic Signals												
5.16 Trips to Site (Travel Time) for Const Survey/Staking						18						18
6. Construction Consultation/Site Manager & Daily Work Report (DWR)										30		30
6.1 Construction Consultation/Site Manager & DWR										30		30
7. Girder Shim Surveying (Bridge Proj. Only)												
7.1 Girder Shim Surveying												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
9. Construction Inspection			46	3			1320	249	7			1623
9.1 Construction Inspection			12	2			960	120	4			1098
9.2 Measure, calculate, and document qty of pay items												
9.3 Maintain records/data, prepare Weekly Report of WCs												
9.4 Trips to Site (Travel Time) for Const Inspection			36	6			360	120	3			525
10. Perform Material Sampling and Testing			8				20		45			81
10.1 Collect, verify, document, deliver all samples to test lab							20		5			25
10.2 Provide all req'd material certs to the NDOR M&R Lab									10			10
10.3 Review and document all test results of all samples			8				8		10			26
10.4 Trips to Site (Travel) for Delivery & Collecting Samples									20			20
11. AS-Built Drawings			4				40					44
11.1 Prepare AS-Built Drawings			4				40					44
11.2												
12. Final Inspections							16					16
12.1 Walkthrough of Site and Preparation of Punch List							8					8
12.2 Review Project to verify Punch List has been completed							8					8
13. Project Closeout			8				120	40	8	8		184
13.1 Project Closeout			8				120	40	8	8		184
14. Other			10	8			16	8		2		46
14.1 Public Involvement Material Preparation												
a. Construction Public Information Meeting Prep												
b. Individual/Small Group Stakeholder Meetings Prep												
c. Regular Social Media/Website Updates (ave 1/week)												
d. Fliers/Handouts During Construction (up to 2)			2		8		2			2		14
14.2 Audit Support			8				16	8				32
Total Days	0.25	14.9	23.5	4	0.25	5.75	195	36.4	7.5	6.83		295
Total Hours	2	119	186	32	10	48	1560	291	60	53		2,361.0

Direct Expenses

Construction Engineering

Project Name: 3RD AVE, 8TH ST – S 5TH ST, COLUMBUS Project Number: URB-6065(6)
 Consultant: Benesch Control Number: 3990X
 Consultant PM: Andy Beil, PE
 LPA RC: Tara Vasicek
 NDOT PC: Greg Wood, PE
 Date: April 5, 2019

Subconsultants:			Amount					
N/A								
			Subtotal					
Printing and Reproduction:			Qty	Unit Cost	Amount			
Flier & Public Handouts (actual cost)			100	\$1.00	\$100.00			
As-Built Plans (actual cost)			200	\$1.00	\$200.00			
			Subtotal					
			\$300.00					
Mileage/Travel:			Qty	Unit Cost	Amount			
Vehicle Trip charges (See Travel Calcs)			35,620	\$0.580	\$20,659.60			
			Subtotal					
			\$20,659.60					
Lodging/Meals:			Qty	Unit Cost	Amount			
N/A								
			Subtotal					
			\$0.00					
Other Miscellaneous Costs:			Qty	Unit Cost	Amount			
Allowance for Survey Supplies (lathe, hubs, flagging, etc. - actual cost)			100	\$1.00	\$100.00			
Allowance for Non-Exempt Employee OT Direct Cost Reimbursement				\$1.00	\$100.00			
			Subtotal					
			\$100.00					
Material Testing:		Qty	Unit Cost	Material Testing:		Qty	Unit Cost	Amount
Trip Charge		40	\$300.00	Trim/Cap Cyl or Core		6	\$70.00	\$12,420.00
Soil Density (Nuclear)		40	\$32.00	Add'l Conc Air Content		4	\$27.00	\$1,388.00
Standard Proctor		2	\$284.00	Add'l Conc Slump		4	\$27.00	\$676.00
Modified Proctor			\$284.00	Add'l Conc 4x8 Cyl			\$14.00	
Slump, Air, Cast up to (8) 4x8" cyl		20	\$100.00	Plastic Cyl Molds (cost)		4	\$70.00	\$2,280.00
Compressive Strength of 4x8 Cyl		160	\$24.00					\$3,840.00
Coring Mobilization		1	\$400.00					\$400.00
Concrete Coring		6	\$110.00					\$660.00
Compressive Strength of Core		6	\$24.00					\$144.00
Measure Length of Core		6	\$27.00					\$162.00
Aggregate Gradation		6	\$123.00	Any other testing needed shall be compensated under Benesch's Std Rate Table approved annually by the City.				\$738.00
Soil Density (Shelby Tube)		8	\$80.00					\$640.00
						Subtotal		\$23,348.00
TOTAL DIRECT EXPENSES								\$44,307.60

5. Construction Survey/Staking				
5.1 Provide coordination of staking needs w/ Contractor	8			8
5.2 Verify and re-establish the survey control, if needed	8	8		16
5.3 Stake limits of construction throughout project				
5.4 Verify exist tie-in elevations		2	2	4
5.5 Stake ROW & construction easements				
5.6 Provide slope stakes/rough grade stakes				
5.7 Provide paving hubs				
5.8 Provide sewer hubs/stakes				
5.9 Stake fence relocation and guardrail				
5.1 Stake silt fence				
5.11 Stake noise & retaining walls				
5.12 Stake Utilities				
5.13 Special Request Staking				
5.14 Reference Staking for Utility Relocations				
5.15 Traffic Signals				
Total Hours	16	10	2	28
Total Days (8 hrs)	2.0	1.3	0.3	3.5

Project Cost & Breakdown**Construction Engineering**

Project Name: 3RD AVE, 8TH ST – S 5TH ST, COLUMBUS
 Consultant: Benesch
 Consultant PM: Andy Beil, PE
 NDOT PC: Greg Wood, PE
 Date: April 5, 2019

Project Number: URB-6065(6)
 Control Number: 3990X

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	2.0	\$206.00	\$412.00
Project Manager	119.0	\$178.00	\$21,182.00
Construction Engineer	188.0	\$140.00	\$26,320.00
Design Engineer/Tech	32.0	\$150.40	\$4,812.80
Public Involvement Specialist	10.0	\$96.50	\$965.00
Surveyor/Survey Crew Member	46.0	\$82.40	\$3,790.40
Inspector 1	1,560.0	\$76.00	\$118,560.00
Inspector 2	291.0	\$116.00	\$33,756.00
Inspector 3	60.0	\$71.15	\$4,269.00
Project Assistant	53.0	\$63.00	\$3,339.00
	2,361.00	Subtotal	\$217,406.20

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$300.00
Mileage/Travel:	\$20,659.60
Lodging/Meals:	
Other Miscellaneous Costs:	\$100.00
Material Testing:	\$23,348.00
	Subtotal
	\$44,407.60

TOTAL PROJECT COSTS	Amount
Labor Costs	\$217,406.20
Direct Expenses	\$44,407.60
	TOTAL COST
	\$261,813.80

CONTRACT NO. : 3990X PROJECT NO. : URB-6065(6)	TOS = TEST OR SAMPLE
CONTRACTOR:	CC = CONTRACTOR CERTIFICATION
LETTING DATE: March 28, 2019	COC = CERTIFICATION OF COMPLIANCE
LOCATION: 3RD AVE, 8TH ST - S 5TH ST, COLUMBUS	COT = CERTIFICATION OF TEST
TYPE OF CONSTR. : GRAD CONC PAVE CULV WATERMAIN SEED	APL = APPROVED PRODUCTS LIST
	PMV = PROJECT MANAGER VERIFICATION
	SR = SHIPPING REPORT
NOTE: ALL MANUFACTURERS OF STEEL AND IRON MATERIALS WILL INCLUDE A STATEMENT ON THE TEST REPORT OR CERTIFICATION THAT ALL STEEL AND IRON MATERIALS WERE MELTED AND MANUFACTURED IN THE USA (SEE NSS-106.07 PARAGRAPH 3)	** SP = SPECIAL PROVISIONS - PAGE #
	SG = SAMPLING GUIDE - SECTION #
	NSS = NEBR. STAND. SPECS. - SECTION #

Line Item	Line Item Description	Quantity	Units	* Req. Data	** Ref. Info	M&R Contact
BUY AMERICA CERTIFICATION FROM PRIME CONTRACTOR				CC	NSS106	BURHAM
3	EXCAVATION (ESTABLISHED QUANTITY)	10,340.000	CY		NSS205	LINDEMANN
6	STRUCTURAL FILL	364.000	CY	TOS	SP-90	LINDEMANN
16	GRAVEL SURFACE COURSE	6.000	CY	TOS	SG-6	MACKE
17	CRUSHED ROCK SURFACE COURSE	17.000	TON	TOS	SG-6	MACKE
18	CONCRETE CLASS 47B-3000 SIDEWALKS	2,307.000	SY	TOS	SG-16	KRASON
19	DETECTABLE WARNING PANEL	348.000	SF	APL	SG-25	BURHAM
20	CONCRETE CLASS 47B-3500 DRIVEWAY	818.000	SY	TOS	SG-16	KRASON
21	CONCRETE FOR HEADERS, CLASS 47B-3500	2.000	CY	TOS	SG-16	KRASON
22	9" CONCRETE PAVEMENT, CLASS 47B-3500	15,946.000	SY	TOS	SG-15	KRASON
23	TEMPORARY SURFACING 8"	1,243.000	SY			
	IF ASPHALTIC CONCRETE IS USED			TOS	SP-107	REA
	IF PORTLAND CEMENT CONCRETE IS USED			TOS	SP-107	KRASON
25	ADJUST MANHOLE TO GRADE	8.000	EACH	TOS	SG-16	KRASON
27	4" NONPERFORATED PIPE UNDERDRAIN	34.000	LF	TOS/COC	SG-19	BURHAM
28	4" PERFORATED PIPE UNDERDRAIN	8,779.000	LF	TOS/COC	SG-19	BURHAM
29	ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	16.000	EACH	APL	SG-23	DONDLINGER
30	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	8,970.000	LF	APL	SG-23	DONDLINGER
	WET-REFLECTIVE MEDIA			APL	SG-23	DONDLINGER
	GLASS BEADS			COC	SG-23	DONDLINGER
31	FOUNDATION COURSE 4"	15,946.000	SY	TOS	SP-93	MACKE
35	SUBGRADE PREPARATION	15,946.000	SY	TOS	SG-10	CHURCHWELL
41	CAST IRON COVER AND FRAME	2,125.000	LB	COC	SG-25	BURHAM
42	CAST IRON GRATE	525.000	LB	COC	SG-25	BURHAM
43	CAST IRON GRATE AND FRAME	1,894.000	LB	COC	SG-25	BURHAM
44	STRUCTURAL STEEL FOR FACE ARMOR	2,193.000	LB	COT	PLANS	BURHAM
45	CURB INLET	1.000	EACH	TOS	SG-16	KRASON
51	CLASS 47B-3000 CONCRETE FOR BOX CULVERT	0.290	CY	TOS	SG-16	KRASON
52	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	50.360	CY	TOS	SG-16	KRASON
53	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.560	CY	TOS	SG-16	KRASON
54	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	0.350	CY	TOS	SG-16	KRASON
55	REINFORCING STEEL FOR BOX CULVERT	36.000	LB	TOS/COT	SG-16	BURHAM
56	REINFORCING STEEL FOR INLET AND JUNCTION BOX	3,262.000	LB	TOS/COT	SG-16	BURHAM
57	REINFORCING STEEL FOR COLLARS	44.000	LB	TOS/COT	SG-16	BURHAM
58	15" STORM SEWER PIPE, TYPE 1,7 OR 8	121.000	LF	SR/TOS	SG-19	BURHAM
59	18" STORM SEWER PIPE, TYPE 1,7 OR 8	265.000	LF	SR/TOS	SG-19	BURHAM
60	1 1/2" CULVERT PIPE, TYPE 7	23.000	LF	SR/TOS	SG-19	BURHAM
61	4" CULVERT PIPE, TYPE 7	23.000	LF	SR/TOS	SG-19	BURHAM
64	8" P.V.C. SANITARY SEWER PIPE	20.000	LF	SR/TOS	SG-19	BURHAM
65	8" SANITARY SEWER PLUG	1.000	EACH	COC	SP-122	BURHAM
66	6" PLUG	1.000	EACH	COC	SP-112	BURHAM
67	6" PVC WATER MAIN	82.500	LF	TOS	SP-112	BURHAM
68	6" GATE VALVE AND BOX	2.000	EACH	COC	SP-112	BURHAM
69	6" FIRE HYDRANT	1.000	EACH	COC	SP-112	BURHAM
72	6" 45 DEGREE BEND	4.000	EACH	COC	SP-112	BURHAM
80	AREA INLET PROTECTION	3.000	EACH	APL	SG-24	DONDLINGER
81	CURB INLET PROTECTION	220.000	LF	APL	SG-24	DONDLINGER
82	HYDROMULCH TYPE HM2	1.500	TON	APL	SG-24	DONDLINGER
84	6-INCH PVC CONDUIT UNDER ROADWAY	146.000	LF	PMV/TOS	SG-21	BURHAM
87	SIGN	30.000	EACH	COC	SG-22	BURHAM
89	BARRICADE, TYPE III	4,564.000	BDAY			
	BARRICADE WARNING LIGHTS			APL	SG-23	BURHAM
	BARRICADE REFLECTIVE SHEETING			TOS	SG-23	DONDLINGER
102	TEMPORARY SILT CHECK	800.000	LF	APL	SG-24	DONDLINGER
103	TEMPORARY SILT FENCE	800.000	LF	APL	SG-24	DONDLINGER

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

2. TOTAL AGREEMENT AMOUNT

For completion of the Services as outlined in this Agreement, Consultant will be paid no more than the following amounts:

- \$ 217,406.20 for actual labor costs (wages)
- \$ 44,407.60 for direct non-labor costs
- \$ 261,813.80 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of LPA.

3. FEE FOR PROFIT – This section has intentionally been left blank.

4. ALLOWABLE COSTS

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Allowable costs include wages and direct non-labor costs (including Subconsultant costs).

- A. Wages are defined as the actual hours an employee worked directly on the project multiplied by the specific rate of compensation for that employee, as indicated on the staffing plan in Exhibit "A" Consultant's Fee Proposal. For employees not listed on the staffing plan, the specific rate of compensation for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable.
 - 1) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.
- B. Direct Non-Labor Costs: These costs include all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:
 - Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA; Special insurance premiums if required solely for this Agreement; Subconsultant costs (includes Subconsultant's wages and direct non-labor costs); Such other allowable items as approved by LPA.*
 - 1) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each Subconsultant unless agreed upon by the Consultant and LPA. Subconsultant costs (wages and direct non-labor costs) must have the same level of documentation as required for Consultant.

- 2) The following direct non-labor costs will be reimbursed at actual costs, not to exceed the rates as shown below.
- a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
 - b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or
 - (ii) The prevailing standard rate as established by the IRS.
 - c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) MEALS – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic beverages are not allowed. Consultant shall give LPA the benefit of all meal discounts.
 - (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

 - Employee is required to depart at or before 6:30 a.m., or
 - Employee is on overnight travel.

Lunch:

 - Employee must be on overnight travel. No reimbursement for same day travel.
 - Employee is required to leave for overnight travel at or before 11:00 a.m., or
 - Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

 - Employee leaves for overnight travel at or before 5:00 p.m, or
 - Employee returns from overnight travel or work location at or after 7:00 p.m., or
 - Employee is on overnight travel.
 - (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
 - (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.
 - (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.
- B. Consultant shall promptly submit invoices to LPA, no more frequently than monthly. Invoices must present actual wages, actual direct non-labor costs, and a progress report. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.
- C. Consultant must submit an invoice for all services rendered even if the total agreement amount will be, or has been, exceeded.
- D. Content of Invoice Package
- 1) Consultant's Invoice:
 - i. The first page of an invoice must identify the company name and address, invoice number, invoice date, invoicing period (beginning date and ending date of services), and agreement or task order number.
 - ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation for each employee.
 - iii. Direct non-labor expenses:
 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
 3. All supporting receipts must be kept as required in Section 17.
CONSULTANT COST RECORD RETENTION.
 - iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
 - 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/>.
 - 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (NDOT Form 163) must be submitted with the invoice package. This form is also available on State's website noted above. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee name, locations traveled, date/time of departure to the

project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

- 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:

- i. A description of the Services completed for the service period to substantiate the invoiced amount.
- ii. A description of the Services anticipated for the next service period
- iii. Listing of information Consultant determines is needed from LPA
- iv. Percent of Services completed to date

- E. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

6. PROGRESS PAYMENTS

State, on LPA's behalf, will pay Consultant upon receipt of Consultant's invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

7. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work. The "Prompt Payment Clause" will require payment to all subconsultants for all work completed, within twenty (20) calendar days of receipt of progress payments from the State for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subconsultants achieves the specified work as verified by payment from the State.

Failure by Consultant to carry out the requirements of the "Prompt Payment Clause" and/or timely return of any retainage, without just cause, is a material breach of this Agreement, which may result in the State withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as the State deems appropriate.

Consultant may withhold payment only for just cause and must notify the State, in writing, of its intent to withhold payment prior to actually withholding payment. Consultant shall not withhold, delay or postpone payment without first receiving written approval from the State.

8. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

9. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

10. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA a Notification of Completion Form (NDOT Form 39a). The form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

11. INELIGIBLE COSTS

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE section of this Agreement or as approved in writing by LPA.

12. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process will be followed. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any Subconsultant to notify Consultant if at any time the Subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any Subconsultant costs to over-run without prior written approval of the LPA. Consultant understands that the amount of any Subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA and, when applicable, Federal Highway Administration (FHWA).

14. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA before proceeding with the out-of-scope services. Before written approval will be given by LPA, LPA must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
 - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

15. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

16. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

RESOLUTION NO. R19-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY, FOLDER NUMBER 03108-83, 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 OR IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Assignment and Assumption Agreement with Union Pacific Railroad Company, Folder Number 3108-83, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 2, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: Union Pacific Tract Purchase *TVA*

RECOMMENDATION:

Approve purchase of UP tract.

DISCUSSION:

For 30 years, the City has been making annual lease payments in order to utilize what is currently 10th Street/Weil Drive on the north side of Jackson Services. The lease payment in 1988 was \$700, in 2014 it was \$2,000 and the lease increases every year, the City will pay \$2,318 for 2018. In 2013 the City Council's desire was to find a more permanent solution, rather than continue to pay this escalating annual lease. It is also the desire of the owners of Jackson Services to improve the roadway. Approximately one year ago, I proposed a purchase of the tract to Union Pacific. They have agreed to sell a portion of the existing leased parcel to the City for \$26,136.00. In November of 2018, the City Council approved a Letter of Understand with UP to purchase this tract. This is the final action, purchase of the property.

FISCAL IMPACT:

\$26,136.00

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Assignor"), ASSIGNS AND TRANSFERS to **CITY OF COLUMBUS, a Nebraska municipal corporation** ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on **Exhibit A** attached hereto and made a part hereof, which Licenses are listed on **Exhibit B** attached hereto and made a part hereof.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 2019.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____

**CITY OF NEBRASKA
a Nebraska municipal corporation**

By: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in part of Outlot 6, Original City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Outlot 6, Original City of Columbus, Platte County, Nebraska and assuming the west line of said Lot 6 to have a bearing of N 02°07'43" W, said point also being on the east right of way line 33rd Avenue; thence N 02°07'43" W and on said east line, 221.15 feet to the Point of Beginning; thence S 82°45'29" W and on a line 250.00 feet Sly of and parallel to the centerline of the main track of the Union Pacific Railroad, 25.07, to a point on the east right of way line 33rd Avenue; thence N 02°07'43" W and on said east line 26.08 feet; thence N 82°50'31" E and on a line 160.00 feet Sly of and parallel to the centerline of railroad track siding, 486.00 feet; thence S 00°25'07" E, 25.44 feet; thence S 82°45'29" W and on a line 250.00 feet Sly of and parallel to the centerline of the main track of the Union Pacific Railroad, 460.23 feet to the Point of Beginning, containing .29 acres more or less.

LD0310883

Exhibit 'B'
Union Pacific Railroad Company
Agreements to be Assigned
Sale Folder 3108-83

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDIVISION	MP START	MP END	ANNUAL AMT	DISPOSITION	CONTAINED
144527	1285-90	COLUMBUS, NEBRASKA, CITY OF	Crossing - Pipeline	PLATTE	COLUMBUS	NE		85	85	\$0.00	Assigned	Partially
151551	1287-95	COLUMBUS, NEBRASKA, CITY OF	Encroachment - Pipeline	PLATTE	COLUMBUS	NE		84	85	\$0.00	Assigned	Partially

RESOLUTION NO. R18-159

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LETTER OF UNDERSTANDING WITH THE UNION PACIFIC RAILROAD COMPANY, IDENTIFIED AS RAILROADS FOLDER NUMBER 03108-83, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF OR IN CONFLICT HEREWITH.

WHEREAS, the City has for around 30 years been making annual lease payments to the Union Pacific in order to utilize what is currently the 10th Street/Weil Drive on the north side of Jackson Services; and

WHEREAS, Union Pacific has agreed in principal to a possible sale of a portion of the leased parcel to the City for \$26,136 based on the proposed terms in the attached Letter of Understanding (LOU); and

WHEREAS, upon approval of this LOU, a formal purchase agreement will be submitted to the Council for consideration and purchase of the property; and

WHEREAS, the Public Property Committee met on November 13, 2018, and recommends approval of this Letter of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Letter of Understanding with the Union Pacific Railroad Company identified as Railroads Folder Number 03108-83, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER

Frank Stilling

PASSED AND ADOPTED THIS 19 DAY OF November, 2018.

Frank Stilling
MAYOR

ATTEST:

Janelle Kline
CITY CLERK

APPROVED AS TO FORM BY:

AVZ
CITY ATTORNEY





October 31, 2018
Folder: 03108-83

U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS NE 68602

Dear Ms. Vasicek:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to City Of Columbus ("Buyer") of Seller's interest in certain real property in Columbus, Nebraska.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 0.30 acres as shown on the print dated July 5, 2018 and attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller. Survey will be at the sole cost and expense of Buyer. Survey will depict all facilities affecting the property.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to satingle@UP.COM, with a subject line referencing the UPRR Folder Number 03108-83 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within Ninety (90) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing – Default:' Article 8).

Article 2. Sale Price:

- A. The sale price ("Sale Price") for the Property shall be Twenty Six Thousand One Hundred Thirty Six Dollars (\$26,136.00).
- B. The Sale Price is computed as follows:

13,068 square feet x \$2.00 per square foot = \$26,136.00

- C. The Sale Price will be adjusted on the basis set forth in Article 2-B if the area of the Property, as determined by Seller or as determined by survey pursuant to Article 1-B, differs from the area set forth in Article 1-A.

Article 3. Feasibility Review/Right of Entry:

- A. For One Hundred Twenty (120) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:
1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.
 2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.
 3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
 4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.

D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that

adverse physical and environmental conditions may not have been revealed by its investigation.

- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**
- C. The provisions of this Article 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.
- C. Noise / Vibration.

The Property shall be quitclaimed by Seller subject to the following covenant, condition and restriction, which Buyer by the acceptance of the Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Railroad Proximity Covenant.

(a) Buyer acknowledges that the property abutting the northern boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Buyer accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Buyer agrees that, at Buyer's sole cost and expense, as part of the development of the Property, Buyer shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Buyer shall not, and hereby waives all rights to, (i) institute legal proceedings against Seller to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Seller for all costs incurred by Seller to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Buyer sells or leases all or any portion of the Property, Buyer shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Seller, to comply with the above covenants.

Covenants To Run With Land.

The foregoing covenant, condition and restriction shall run with the Property, the burdens of which will be binding on the successors and assigns of Buyer, and the benefits of which will inure to the successors and assigns of Seller. A breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

D. Restriction On Use.

The Property is quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer by the acceptance of this Deed covenant for itself, its heirs and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing will occur on or before March 31, 2019 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

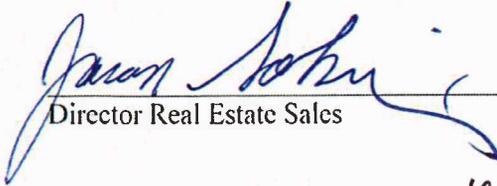
Article 15. Counterparts; Electronic Signatures:

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Stephanie A. Tingley at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than November 30, 2018. Please also indicate

below how you wish to take title. If you should have any questions, please call Stephanie A. Tingley at (402) 544-0946.

Sincerely,


Director Real Estate Sales

ACCEPTED AND AGREED THIS 19 DAY OF November, 2018

City Of Columbus

By: 
Print Name: James B. Bulkley
Title: Mayor

Title to the Property will be taken as follows:

If Corporation, State of incorporation:

If Husband and Wife, indicate how title will be taken:

_____ Joint Tenants with rights of survivorship

_____ Tenants in Common

_____ Community Property

Mailing Address: _____

RESOLUTION NO. R19- 87 _

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH JACKSON SERVICES, INC., TO PAVE THOSE PORTIONS OF 10TH STREET AND 33RD AVENUE FRONTAGE ROAD WHICH ABUT JACKSON SERVICES, INC; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, portions of the publically dedicated right of ways of 10th Street and 33rd Avenue Frontage Road that abut Jackson Services, Inc. are unpaved; and

WHEREAS, Jackson Services, Inc. and the City of Columbus are in agreement to share in the cost and expense for paving those portions of said right of ways as set forth in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Jackson Services, Inc., to pave those portions of 10th Street and 33rd Avenue Frontage Road which abut Jackson Service, Inc., a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 2, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: Agreement with Jackson Services for Paving and Appraisal

RECOMMENDATION:

Approve agreement with Jackson Services.

DISCUSSION:

It is the desire of the owners of Jackson Services to improve the roadway of 10th Street/Weil Drive. Also on the City Council agenda today, 5/6/19, is the final action to purchase the tract which a portion of this roadway is located on. Once the City owns the tract, we can make improvements to the street. The agreement splits the cost of paving 50/50 between Jackson's and the City.

Jackson Services has also expressed a strong desire to purchase some land from the City, which is currently the City's impound lot. City staff have explored relocation of the impound lot to facilitate this request and believe there is an alternative location for the impound lot. In order to sell the City land, an independent appraisal will need to be completed. Jackson Services will pay 100% of the cost of that appraisal. Once the appraisal is complete, I will continue to work with Jackson's to negotiate terms of a sale. In the event both parties agree to terms of a sale, that purchase agreement will come to the City Council for final consideration.

FISCAL IMPACT:

50% of Paving, \$18,507.

PAVING AGREEMENT

THIS PAVING AGREEMENT is made and entered into as of the dates indicated below, by and between Jackson Service, Inc., located at 981 33rd Avenue, PO Box 706, Columbus, NE 68602 (hereinafter referred to as the "JACKSON"), and the City of Columbus, a municipal corporation of the State of Nebraska, 2424 14th Street, Columbus, Nebraska 68602 (hereinafter referred to as "CITY").

WHEREAS, JACKSON is duly registered corporation which specializes in commercial laundering and linen service; and

WHEREAS, JACKSON is headquartered and located in Columbus Nebraska and has intention of expanding its growing business; and

WHEREAS, portions of the publically dedicated right of ways of 10th Street and 33rd Avenue Frontage Road that service JACKSON'S Columbus location are unpaved; and

WHEREAS, JACKSON and CITY are in agreement to share in the cost and expense for paving those portions of said right of ways as set forth herein.

NOW, THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Description of Area to be Paved:

The Parties agree that those portions of the dedicated public right of ways of 10th Street and 33rd Avenue Frontage Road which abut JACKSON are to be paved with asphalt. The actual areas to be paved are further described and include those areas shown as Project A and Project B on the attached map/drawing (herein referred to as "EXHIBIT A").

2. CITY'S Portion of Project.

- A. CITY has caused this paving project to be subject to and let out for bid. CITY has selected, engaged, and contracted with "Cather and Sons" to complete this paving project.
 - a. The bid from Cather and Sons (which is not the final cost amount) for this project equaled \$37,012.50, and said bid has been made available to JACKSON for review.
 - b. Materials used and project items shall be as set forth in said bid.
- B. CITY shall be responsible for tendering all payments to Cather and Sons under the terms of its separate agreement with them.
- C. As between the Parties, CITY shall be financially responsible for one half (1/2) of the final cost amount for this project.

- a. CITY acknowledges its portion of the final cost amount is estimated to be \$18,506.25; however, CITY understands that this amount may end up being higher or lower.
- b. Upon completion of the project City shall invoice JACKSON for its share of the project.

3. **JACKSON'S Portion of Project.**

- A. As between the Parties, JACKSON shall be financially responsible to pay for and reimburse CITY for one half (1/2) of the final cost amount for this project.
 - a. JACKSON acknowledges its portion of the final cost amount is estimated to be \$18,506.25; however, JACKSON understands that this amount may end up being higher or lower.
- B. For its portion of the project, JACKSON shall pay to and reimburse CITY within fourteen (14) calendar days of receiving an invoice from CITY following completion of the project.
 - a. Should JACKSON not timely tender its payment as required herein, then the unpaid balance shall bear interest at the five percent (5%) per annum until the entire principle is paid in full.
 - b. Payments made by JACKSON shall first be applied to the interest then due and owing, and the remainder, if any, shall be applied to the principal. Subsequent interest is to be computed on the balance of the principal remaining due.

4. **Separate Land Appraisal.**

JACKSON has expressed interest in acquiring ownership of the real property wherein CITY'S Impound Lot is currently located. JACKSON would use said land in the expansion of its business operations. JACKSON shall, solely at its own cost, cause an appraisal to be completed for the real property where CITY'S Impound Lot current sits. Upon completion of the appraisal Jackson and CITY'S Administration shall negotiate in good faith in an attempt to reach a mutually agreed upon sale price. The Parties shall also in good faith negotiate additional conditions/restrictions the sale will be subject to, for example: relocation expenses for the CITY to move the Impound Lot, the removal or remaining of any buildings, etc. Should such sales price and additional sale conditions be agreed upon, the Parties will put together a formal Purchase Agreement memorializing those terms. Any sale of this real property shall be subject to the approval of the Columbus City Council and Mayor. Further, JACKSON acknowledges that any sale of this real property shall be governed by the procedures and remonstrance provisions of Neb. Rev. Stat. § 16-202, and if a successful remonstrance occurs the sale shall be deemed void.

5. **Indemnification.**

JACKSON shall indemnify and hold harmless CITY from all demands, claims, causes of action or judgements, and from all expenses that may be incurred in investigating or resisting the same, arising from or growing out of, any act or neglect of JACKSON, its contractors, agents, employees or volunteers in connection with this Agreement. CITY shall indemnify and hold harmless JACKSON, from all demands, claims, causes of action or judgements, and from all expenses that may be incurred in investigating or resisting the same, arising from any act or neglect of CITY, its contractors, agents, employees or volunteers in connection with this Agreement.

6. **Authorized Representatives.**

In further consideration of the covenants herein contained, the Parties expressly agree for the purposes of notice, demands or other communications, including legal service of process, that the following named respective titles shall be authorized representatives of the Parties.

Jackson Service, Inc.
Attn: Jesse Jackson
981 33rd Avenue
PO Box 706
Columbus, NE 68602

City of Columbus, Nebraska
Attn: City Administrator
2424 14th Street
Columbus, NE 68602

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified mail, postage prepaid and properly addressed as stated above.

7. **Applicable law.**

The Parties to this Agreement shall conform with all existing and applicable CITY ordinances, resolutions, state statutes, federal laws and all existing and applicable rules and regulations. Nebraska law shall govern this Agreement.

8. **Assignment.**

Neither CITY nor JACKSON shall assign their respective rights under this Agreement without the express prior written consent of the other party.

9. **Equal employment and nondiscrimination.**

JACKSON and CITY agree to provide equal employment opportunities in their respective employment practices for all persons involved in the Agreement and neither party shall discriminate or permit discrimination against any such persons on the basis of race, color, religion, sexual orientation, age, national origin or disability.

10. **Term of Agreement.**

This Agreement shall commence upon the date of its execution by both Parties as indicated below and shall remain in effect, until the paving project is complete and both parties have complied with their financial obligations of this Agreement.

11. **Captions and recitals.**

Captions and section headings used in this Agreement are for convenience only and are not intended to be used in the construction or interpretation of this Agreement. The recitals at the beginning of this Agreement are incorporated into the body of the Agreement by this reference as if such recitals were set forth fully herein.

12. **Full Integration, Severability, and Waiver.**

This Agreement and any documents that may become attached or ancillary hereto, constitute the entire Agreement between CITY and JACKSON with respect to the subject matter hereof and thereof, and shall supersede all prior Agreements or understandings concerning such subject matter. The Agreement may be amended from time to time by the written mutual agreement of the Parties. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect. Any waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any proceeding or any subsequent breach.

“EXHIBIT A”



JSP
4/22/19

EXECUTED BY JACKSON SERVICES, INC., this 22nd day of April, 2019.

Jackson Service, Inc.

Witness

By: 

By: Jesse Jackson

Jesse Jackson, as president of and
On behalf of Jackson Services, Inc.

Printed Name:

EXECUTED BY THE CITY OF COLUMBUS, NEBRASKA this _____ day of _____,
2019.

City of Columbus

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

APPROVED AS TO FORM:

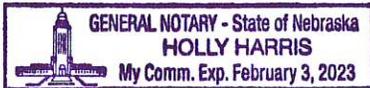
City Attorney, City of Columbus

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Jesse Jackson, as president of and on behalf of Jackson Services, Inc., known to me to be the identical person who signed the foregoing Paving Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this 22 day of April, 2019.

Holly Harris
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Paving Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2019.

Notary Public

ORDINANCE NO. 19-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING WATER EXTENSION DISTRICT NO. 63 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE WATER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The mayor and council of the City of Columbus, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal water service beyond the existing system by the construction of water mains and appurtenant improvements and that for the purpose of constructing said water mains and related improvements, there is hereby created Water Extension District No. 63 of the City of Columbus, pursuant to authority granted in Neb. Rev. Stat. § 19-2402.

Section 2. There is hereby created Water Extension District No. 63, which boundaries shall consist of a tract of land located in Platte County, Nebraska, being described as follows

Limits of District:

Beginning at the SW corner NW1/4 SW1/4 Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence westerly on the south line NE1/4 SE1/4 Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 182.00 feet; thence northerly and parallel to the west line NW1/4 SW1/4 said Section 12, to a point on the north line NE1/4 SE1/4 said Section 11, said point being 182.00 feet westerly of the NW Corner NW1/4 SW1/4 said Section 12, and also on the north right of way line Lost Creek Parkway; thence easterly and on the north line NE1/4 SE1/4 said Section 11, 182.00 feet to the NW Corner NW1/4 SW1/4 said Section 12;

thence easterly and on the north line NW1/4 SW1/4 said Section 12, 182.00 feet; thence southerly and parallel to the west line NW1/4 SW1/4 said Section 12 to a point on the south line NW1/4 SW1/4 said Section 12, said point being 182.00 feet east of the SW Corner NW1/4 SW1/4 said Section 12; thence westerly and on said south line 182.00 feet to the Point of Beginning.

Properties that may be Assessed:

- LOT 1, REICHE ADDITION
- S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC.
REICHE ADDITION
- PT N1/2 SE SEC.11, T17N, R1W
- PT NE1/4 SE1/4 SEC.11, T17N, R1W
- PT N1/2 SE SEC.11, T17N, R1W
- LOT 1, PILLEN ADDITION
- LOT 1, BLK A, WOLFE'S SUBDIVISION

Section 3. There shall be constructed water mains with necessary appurtenances within said district as follows:

18-inch PVC DR 18 water main, 6-inch fire hydrants, valves, fittings, dewatering, and related work, on 48 Avenue from 42 Street to Lost Creek Parkway or more defined as beginning on 48 Avenue and 42 Street, north on the west side 1150 feet.

Section 4. The construction of the water main as set forth above shall be in accordance with the plans and specifications prepared by the Engineering Department of the City of Columbus, Nebraska, now on file with the city clerk.

Section 5. The engineer's estimate, now on file with the city clerk, of the total project costs (which include estimated construction costs) for the proposed water extension improvements in said district is \$280,000. The plans, specifications, and estimates of costs for the work in Water Extension District No. 63 are hereby approved

Section 6. The mayor and council hereby find and determine that none of the properties located within said district are presently served by the city's existing system of water service and that said district constitutes an area of land located apart and outside the area served and benefitted by said system and all of the property in said district is located within the City of Columbus, Nebraska, or within two miles of the corporate limits of the City of Columbus, Nebraska.

Section 7. The work and improvements shall be made a public cost, but special assessments on the properties especially benefitted hereby may be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits

of said district as heretofore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 8. For the purpose of paying for said improvements, the mayor and council of the City of Columbus, Nebraska, may issue district improvement warrants of Water Extension District No. 63 in the form and manner provided by law.

Section 9. To effect the final payment in retirement of said warrants and to pay the cost of said improvement, the mayor and council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said district in proportion to the benefits derived therefrom.

Section 10. Bids shall be taken and contracts let for the construction of said extension as provided by law. The city clerk is hereby instructed to publish the official advertisement for bids included in the specifications heretofore approved in the Columbus Telegram as provided by law. The city shall have and hereby reserves the right to reject any and all bids.

Section 11. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 12. 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: April 30, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sewer Extension District #45 and Water Extension District #63
48th Avenue from 42nd Street to Lost Creek Parkway

RECOMMENDATION:

I recommend the approval of the Ordinance creating Sewer Extension District #45 and Water Extension District #63 on 48th Avenue from 42nd Street to Lost Creek Parkway. Approval for proceeding with the Ordinances on both the SED and WED were obtained at the April 15th Public Property, Safety and Works Committee and the City Council.

DISCUSSION:

SED #45:

ASSESSABLE PROPERTIES SED 45

LOT 1, REICHE ADDITION
S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC. REICHE ADDITION
PT N1/2 SE SEC.11, T17N, R1W
PT NE1/4 SE1/4 SEC.11, T17N, R1W
PT N1/2 SE SEC.11, T17N, R1W
LOT 1, PILLEN ADDITION
LOT 1, BLK A, WOLFE'S SUBDIVISION

SED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 48th Avenue to Lost Creek Parkway.

Estimated Construction Cost: \$250,000
Estimated Project Cost: \$310,000

WED#63

ASSESSABLE PROPERTIES WED #63

LOT 1, REICHE ADDITION
S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC. REICHE ADDITION
PT N1/2 SE SEC.11, T17N, R1W
PT NE1/4 SE1/4 SEC.11, T17N, R1W
PT N1/2 SE SEC.11, T17N, R1W
LOT 1, PILLEN ADDITION
LOT 1, BLK A, WOLFE'S SUBDIVISION

WED Improvements are to extend the 18-inch diameter main to service the properties on both sides of 48th Avenue to Lost Creek Parkway.

Estimated Construction Cost: \$225,000

Estimated Project Cost: \$280,000

It is proposed that both the SED and WED are bid and built this construction season. 48th Avenue will remain open during construction; however, one lane access may be required at the site of actual construction.

The Engineering Department is providing the design and construction phase services for both the SED and WED. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

Assessments will be in accordance with the City's Assessment Policy.

SED#45

Benefiting property owner assessment includes 8-inch diameter sanitary sewer main, manholes, fittings, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main.

2018-2019 CIP 19-222A in the amount of \$310,000

WED#63

Benefiting property owner assessment includes 6-inch diameter water main, fire hydrants, fittings, valves, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main, fittings, and valves, and borings.

2018-2019 CIP 19-247A in the amount of \$360,000.

SED and WED

Standard assessable costs, such as engineering and observation, legal, interest for one year, publication, printing and so forth.

ALTERNATIVE:

Do not create the districts.

SIGNATURE:

By: 

Approved By: 

ORDINANCE NO. 19-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING SEWER EXTENSION DISTRICT NO. 45 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE SEWER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The mayor and council of the City of Columbus, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal sanitary sewer service beyond the existing system by the construction of sanitary sewer mains and appurtenant improvements and that for the purpose of constructing said sanitary sewer mains and related improvements, there is hereby created Sewer Extension District No. 45 of the City of Columbus, pursuant to authority granted in Neb. Rev. Stat. § 19-2402.

Section 2. There is hereby created Sewer Extension District No. 45, which boundaries shall consist of a tract of land located in Platte County, Nebraska, being described as follows

Limits of District:

Beginning at the SW corner NW1/4 SW1/4 Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence westerly on the south line NE1/4 SE1/4 Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 182.00 feet; thence northerly and parallel to the west line NW1/4 SW1/4 said Section 12, to a point on the north line NE1/4 SE1/4 said Section 11, said point being 182.00 feet westerly of the NW Corner NW1/4 SW1/4 said Section 12, and also on the north right of way line Lost Creek Parkway; thence easterly and on the north line NE1/4 SE1/4 said Section 11, 182.00 feet to the NW Corner NW1/4 SW1/4 said Section 12; thence easterly and on the north line NW1/4 SW1/4 said Section 12, 182.00 feet; thence southerly and parallel to the west line NW1/4 SW1/4 said Section 12 to a point on the south line NW1/4 SW1/4 said Section 12, said point being 182.00 feet east of the SW Corner NW1/4 SW1/4 said Section 12; thence westerly and on said south line 182.00 feet to the Point of Beginning.

Properties that may be Assessed:

- LOT 1, REICHE ADDITION
- S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC. REICHE ADDITION
- PT N1/2 SE SEC.11, T17N, R1W
- PT NE1/4 SE1/4 SEC.11, T17N, R1W
- PT N1/2 SE SEC.11, T17N, R1W
- LOT 1, PILLEN ADDITION
- LOT 1, BLK A, WOLFE'S SUBDIVISION

Section 3. There shall be constructed sewer mains with necessary appurtenances within said district as follows:

- 12-inch PVC sewer main, precast concrete manholes, fittings, dewatering, and related work on 48 Avenue from 42 Street to Lost Creek Parkway or more defined as beginning on 48 Avenue and 42 Street, north on the east side of 48 Avenue 820 feet; thence west undercrossing 48 Avenue 110 feet; thence north on the west side of 48 Avenue 330 feet.

Section 4. The construction of the sanitary sewer main as set forth above shall be in accordance with the plans and specifications prepared by the Engineering Department of the City of Columbus, Nebraska, now on file with the city clerk.

Section 5. The engineer's estimate, now on file with the city clerk, of the total project costs (which include estimated construction costs) for the proposed sewer extension improvements in said district is \$310,000. The plans, specifications, and estimates of costs for the work in Sanitary Sewer Extension District No. 45 are hereby approved.

Section 6. The mayor and council hereby find and determine that none of the properties located within said district are presently served by the city's existing system of sanitary sewer service and that said district constitutes an area of land located apart and outside the area served and benefitted by said system and all of the property in said district is located within the City of Columbus, Nebraska, or within two miles of the corporate limits of the City of Columbus, Nebraska.

Section 7. The work and improvements shall be made a public cost, but special assessments on the properties especially benefitted hereby may be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said district as heretofore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 8. For the purpose of paying for said improvements, the mayor and city council of the City of Columbus, Nebraska, may issue district improvement warrants of Sewer Extension District No. 45 in the form and manner provided by law.

Section 9. To effect the final payment in retirement of said warrants and to pay

the cost of said improvement, the mayor and council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said districts in proportion to the benefits derived therefrom.

Section 10. Bids shall be taken and contracts let for the construction of said extension as provided by law. The city clerk is hereby instructed to publish the official advertisement for bids included in the specifications heretofore approved in the Columbus Telegram as provided by law. The city shall have and hereby reserves the right to reject any and all bids.

Section 11. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 12. 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: April 30, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sewer Extension District #45 and Water Extension District #63
48th Avenue from 42nd Street to Lost Creek Parkway

RECOMMENDATION:

I recommend the approval of the Ordinance creating Sewer Extension District #45 and Water Extension District #63 on 48th Avenue from 42nd Street to Lost Creek Parkway. Approval for proceeding with the Ordinances on both the SED and WED were obtained at the April 15th Public Property, Safety and Works Committee and the City Council.

DISCUSSION:

SED #45:

ASSESSABLE PROPERTIES SED 45

LOT 1, REICHE ADDITION
S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC. REICHE ADDITION
PT N1/2 SE SEC.11, T17N, R1W
PT NE1/4 SE1/4 SEC.11, T17N, R1W
PT N1/2 SE SEC.11, T17N, R1W
LOT 1, PILLEN ADDITION
LOT 1, BLK A, WOLFE'S SUBDIVISION

SED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 48th Avenue to Lost Creek Parkway.

Estimated Construction Cost: \$250,000
Estimated Project Cost: \$310,000

WED#63

ASSESSABLE PROPERTIES WED #63

LOT 1, REICHE ADDITION
S 30 AC N1/2 SE & N 5 AC S1/2 SE, SEC.11, T17N, R1W, EXC. REICHE ADDITION
PT N1/2 SE SEC.11, T17N, R1W
PT NE1/4 SE1/4 SEC.11, T17N, R1W
PT N1/2 SE SEC.11, T17N, R1W
LOT 1, PILLEN ADDITION
LOT 1, BLK A, WOLFE'S SUBDIVISION

WED Improvements are to extend the 18-inch diameter main to service the properties on both sides of 48th Avenue to Lost Creek Parkway.

Estimated Construction Cost: \$225,000

Estimated Project Cost: \$280,000

It is proposed that both the SED and WED are bid and built this construction season. 48th Avenue will remain open during construction; however, one lane access may be required at the site of actual construction.

The Engineering Department is providing the design and construction phase services for both the SED and WED. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

Assessments will be in accordance with the City's Assessment Policy.

SED#45

Benefiting property owner assessment includes 8-inch diameter sanitary sewer main, manholes, fittings, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main.

2018-2019 CIP 19-222A in the amount of \$310,000

WED#63

Benefiting property owner assessment includes 6-inch diameter water main, fire hydrants, fittings, valves, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main, fittings, and valves, and borings.

2018-2019 CIP 19-247A in the amount of \$360,000.

SED and WED

Standard assessable costs, such as engineering and observation, legal, interest for one year, publication, printing and so forth.

ALTERNATIVE:

Do not create the districts.

SIGNATURE:

By: 

Approved By: 