

City Council Regular Meeting
Monday, May 20, 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 May 6, 2019, City Council meeting.

B. Reappointment of Jack Gutierrez to the Civil Service Commission for a five-year term.

C. Resolution No. R19-88 approving Amendment to Lease to Hangar Aircraft with Robert Dahlstedt and David Andelt for Hangar No. 1240SW to remove Robert Dahlstedt as a Lessee.

D. Resolution No. R19-89 authorizing payment of various improvement projects.

E. Finance Department reports.

F. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Application of Steve Lloyd Rentals, LLC to rezone property at 2503-2511 5 Street from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the

Comprehensive Plan. (Planning Commission recommends approval.)

1. Ordinance No. 19-13 approving rezoning.

B. Public hearing - Application of Scot Rosendahl for special use permit to allow a second floor single-family apartment in a "B-1" (Central Business District) zone located at 2517 13 Street. (Planning Commission recommends approval.) (Applicant has requested the public hearing and Ordinance No. 19-14 be continued to June 3rd.)

1. Ordinance No. 19-14 approving special use permit.

C. Public hearing - Application of Larry and Lois Mohrman to rezone property at 4281 78 Avenue from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

1. Ordinance No. 19-15 approving rezoning.

D. Public hearing - Application of Foreman Lumber to rezone property at 3920 23 Street from "B-2" (General Commercial District) to "ML/C-1" (Limited Industrial District) and amend the Future Land Use Map of the Comprehensive Plan. (Applicant has withdrawn request.) (Planning Commission removed this item from the agenda.)

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. COMMITTEE OF THE WHOLE - May 20, 2019

1. Review city council rules.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

13. NEW BUSINESS

A. Appointment of Eric Kluever as Fire Lieutenant for the Fire Department.

B. Purchase of vehicle from Nebraska state bid contract in the amount of \$19,656 for Community Development Department.

- C. Purchase of pickup from Nebraska state bid contract in the amount of \$29,276 for Street Division.
- D. Purchase of CCTV camera transporter assembly from Helping Governments Across the Country (HGAC) contract in the amount of \$9,300 for Wastewater Collection Division.
- E. Purchase of electronics equipment from Nebraska state bid contract in the total amount of \$161,409.60 for fiber optics network at various city facilities.
- F. Quote from Security Equipment, Inc. in the amount of \$126,860 for camera and door access systems at new police facility.
- G. Plans, specifications, and estimate of cost in the amount of \$215,000 for 2019 Sanitary Sewer Renovations and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)
- H. Plans, specifications, and estimate of cost in the amount of \$660,000 for Snow Removal Equipment Building at Columbus Municipal Airport and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)
- I. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-90 approving Amendment No. 1 to the agreement with HDR Engineering, Inc. in an amount not to exceed \$84,602 for design phase services for the Lost Creek Parkway Sanitary Sewer Extension from 38 Street to 10 Avenue as part of the North Sanitary Sewer Collection System Study.
- B. Resolution No. R19-91 approving agreement with JEO Investments, Inc. in the amount of \$125,000 for construction of a splash pad in Glur Park using the design-build provisions in the city's purchasing policy.
- C. Resolution No. R19-92 approving Wiring Crossing Agreements with Union Pacific Railroad Company in the total amount of \$3,750 for construction, maintenance, and operation of casing pipe and fiber optic wiring in conjunction with the Columbus Fiber Optics Project.

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

A. ARL Credit Services

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 May 6, 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, Fire Chief Dan Miller, and Police Captain Doug Molczyk.
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 15, 2019, City Council meeting.**
 - 4.B. **Minutes of April 18, 2019, Civil Service Commission meeting certifying the following Fire Lieutenant candidates: Tim Bartholomew, Eric Kluever, and Eric Morgan.**
 - 4.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.**

- 4.D. Payroll and bills on file.** 5/17/2019 Payroll \$578,604.04; A to Z Messaging – Service 105.00; Big Red Sanitation, Inc. – Service 105.00; David D Boswell – Expenses 58.82; CDW Government – Accounting Software 31,258.00; CNC Repair LLC – Service 1,818.48; FBG Service Corporation – Service 1,374.00; First National Bank & Trust Company – Service 208.28; Heartland Fire Protection – Service 109.00; Iteris, Inc. – 33rd Ave Traffic Operations Study 2,227.50; Kirkham Michael – Snow Removal Building 12,206.40; Mail Prep ETC – Postage 119.47; Nebraska Department of Economic Development – Training 130.00; Nebraska Law Enforcement Training Center – Training 135.00; Nebraska Survey Repository – Service 2.50; State of Nebraska Department of Revenue – Sales Tax 49,593.99; United States Post Office – Postage 2,374.40; Verizon Wireless – Utilities 240.31; Walmart – Supplies 560.57; Steve Wortman – Expenses 21.44. Total \$681,252.20.
- 5. APPROVAL OF MINUTES:** Included in Consent Agenda
- 6. SPECIAL PRESENTATIONS:**
- 6.A. Proclamation declaring the week of May 5 through May 11, 2019, as Drinking Water Week.** Bulkley proclaimed May 5 through May 11, 2019, as Drinking Water Week.
- 7. PUBLIC HEARINGS:** None
- 8. PETITIONS AND COMMUNICATIONS:** None
- 9. REPORTS OF CITY OFFICES:**
- 9.A. 2018 Tax Increment Financing report.** Vasicek reported on the redevelopment projects that are financed through Tax Increment Financing.
- 10. REPORTS OF COUNCIL COMMITTEES:** None
- 11. REPORTS OF SPECIAL COMMITTEES:** None
- 12. REPORTS ON LEGISLATION:** None
- 13. NEW BUSINESS:**
- 13.A. Application of Jason R. Koubek as manager of Murphy Express, 2477 East 6 Avenue, in conjunction with Class "D" Liquor License.** The application of Jason R. Koubek as manager of Murphy Express was approved with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 13.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.** The specifications and estimate of cost for a truck-tractor were approved and staff was authorized to advertise for bids 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.C. Request for proposals for ambulance billing services.** Discussion was held with regard to payment terms and it was noted that details will be specified in the Request for Proposals. Staff was authorized to advertise request for proposals for ambulance billing services with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.D. 23 Street Beautification Master Plan for a segment of 23 Street from 33 Avenue to East 11 Avenue.** Dennis Grennan, member of the Columbus Area Chamber of Commerce Streetscaping Committee, introduced Jeanne Schieffer, President of the Chamber of Commerce, and Vanessa Ocegura, member of the Streetscaping Committee. He explained the events that have transpired to date and said a consultant was hired to create a master plan with cost estimates for streetscaping as part of the 23 Street reconstruction project. He noted that the city has budgeted \$500,000 to use toward streetscaping and he described the plans contained in the master plan. Grennan noted that a committee will be formed to promote funding for additional streetscaping along the 23 Street corridor. Jay Jackson, inquired whether or not trees are included in the plan and it was noted that the plan does include a number of trees. The 23rd Street Beautification Master Plan 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.E. Comments from mayor and city council members.** Bulkley pointed out that Governor Pete Ricketts will be holding a townhall meeting in the City Council Chambers at 3 p.m. on May 8th. He also congratulated all local students who will be graduating this year and encouraged those who are joining the workforce to consider job opportunities in Columbus. Bulkley presented an update on the status of Quail Run Golf Course following the recent flooding. The eleven holes on the south side of the levee were damaged and are unplayable. Two greens on the north side of the levee were modified to make nine playable holes. Currently the damage is being assessed. The city's property and casualty insurance does not cover damage from flooding. Staff will be meeting with FEMA to determine what assistance might be received and decisions will be made following consideration of all options. Bulkley encouraged everyone to utilize the nine playable holes at Quail Run as well as the nine holes at Van Berg Golf Course. Bulkley noted that he welcomes any comments and feedback and he will keep the public informed as plans are made.

14. RESOLUTIONS:

- 14.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.** Bahr made a motion and Kresha seconded to adopt Resolution No. R19-83. Vasicek explained the events that have transpired to date and it was noted that the Park Board has made a recommendation to refund the season passes and amend the fee schedule for daily and punch card fees at Quail Run Golf Course to match the fees at Van Berg Golf Course. Jablonski expressed opposition as there may be substantial costs to the city to repair the damages. Tony Lange, 3053 31 Avenue, noted that he appeared before the Park Board and explained that he is a golf patron who would like a refund of his season pass as the golf course is not the same as it was when he purchased the pass. Following discussion, Bahr amended his motion that Resolution No. R19-83 be amended to specify that requests for refunds be submitted to City Hall by May 31, 2019, and Kresha seconded the motion. Resolution No. R19-83 entitled: 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 was adopted as amended with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".
- 14.B. Resolution No. R19-84 approving agreement with Creighton University for field internship training and placement of EMT/Paramedic program students with Fire Department.** Resolution No. R19-84 entitled: 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 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".

- 14.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.** Resolution No. R19-85 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH ALFRED BENESCH & COMPANY CONSTRUCTION ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$261,813.80 FOR THE 3 AVENUE, 8 STREET TO SOUTH 5 STREET, 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 was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R19-86 approving Assignment and Assumption Agreement with Union Pacific Railroad Company in the amount of \$26,136.** Resolution No. R19-86 entitled: 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 was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.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.** Resolution No. R19-87 entitled: 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 10 STREET AND 33 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 was adopted with a motion by Kresha and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 19-11 creating Water Extension District No. 63 (48 Avenue**

from 42 Street to Lost Creek Parkway). The rules were suspended and Ordinance No. 19-11 entitled: 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 was read by number only with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-11 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".

- 15.B. Ordinance No. 19-12 creating Sewer Extension District No. 45 (48 Avenue from 42 Street to Lost Creek Parkway).** The rules were suspended and Ordinance No. 19-12 entitled: 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 was read by number only with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-12

was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

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:** The meeting adjourned at 7:51 p.m. with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 20 day of May, 2019.

MAYOR

ATTEST:

CITY CLERK

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: May 14, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following name to you for reappointment at the May 20, 2019, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

CIVIL SERVICE COMMISSION (Five-Year Term)

Jack Gutierrez


James B. Bulkley, Mayor

CommitteeMtgs/ApointrReappoin/CMS/Service

RESOLUTION NO. R19- 88

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO THE JANUARY 1, 2016, "LEASE TO HANGAR AIRCRAFT" WITH ROBERT DAHLSTEDT AND DAVID ANDELT FOR HANGAR NO. 1240SW TO REMOVE ROBERT DAHLSTEDT AS A LESSEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, The Columbus Municipal Airport through the City of Columbus, Nebraska, and Robert Dahlstedt and David Andelt entered into a "Lease to Hangar Aircraft" dated on or about January 1, 2016 (herein referred to as the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to remove Robert Dahlstedt as a "Lessee".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Amendment to the "Lease to Hangar Aircraft" with Robert Dahlstedt and David Andelt for Hangar No. 1240SW be approved to remove Robert Dahlstedt as a Lessee, 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

**AMENDMENT TO “LEASE TO HANGAR AIRCRAFT”
DATED JANURARY 1, 2016**

WHEREAS, The Columbus Municipal Airport through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (herein referred to as “City”), and Robert Dahlstedt and David Andelt entered into a “Lease to Hangar Aircraft” dated on or about January 1, 2016 (herein referred to as the “Agreement”); and

WHEREAS, Robert Dahlstedt has now sold his ownership in the airplane (1973 Cessna 150 Commuter) stored in Hangar 1240SW to David Andelt; and

WHEREAS, the Parties desire to modify and amend the Agreement to remove Robert Dahlstedt as a “Lessee” from the Agreement; and

WHEREAS, this Amendment will remove Robert Dahlstedt from any liability as stated below related to the Agreement, and he will no longer be entitled to any of the benefits of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises the Agreement is hereby amended as follows:

1. As of the date this Amendment becomes effective, Robert Dahlstedt shall hereby be removed and stricken as a “Lessee” in the Agreement. The only remaining Lessee shall be David Andelt.
2. As of the date this Amendment becomes effective, Robert Dahlstedt shall have no liability or obligations under the Agreement, nor shall he be entitled to any of the benefits of the Agreement as a named Lessee.
3. All terms and provisions contained in the Agreement, and corresponding liabilities, responsibilities, and obligations contained therein, shall remain in full force and effect and applicable to David Andelt.
4. This Amendment shall be attached to and shall become a part of the Agreement.
5. The Agreement shall be effective as of the signature date of each Party.
6. All terms and conditions of the Agreement, not otherwise amended or altered by this Amendment, shall remain in full force and effect.

Recommended this 14 day of May, 2019 by:

Columbus Municipal Airport

Board of Airport Commissioners

Keith Schademan
Airport Manager

[Signature]
Chair

Executed this _____ day of _____, 2019 by the City of Columbus, Nebraska.

James B. Bulkley
Mayor

Executed this 24 day of April, 2019 by Robert Dahlstedt.

[Signature]
Robert Dahlstedt

Executed this 7th day of May, 2019 by David Andelt.

[Signature]
David Andelt

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. R19- 89

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

B-D Construction, Inc.	Police Station	\$436,361.33
B-D Construction, Inc.	Fire Station	\$200,665.51
B-D Construction, Inc.	Fire Station	\$302,693.88
Bierman Contracting, Inc.	E911Comm. Center	\$216,451.80
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 11,043.75
Cather and Sons Construction, Inc.	Asphalt Paving	\$ 28,423.00
Eriksen Construction, Co., Inc.	WWTF Phase 4	\$644,140.72
Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$255,775.04

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

B-D Construction, Inc.	Police Station	\$436,361.33
B-D Construction, Inc.	Fire Station	\$200,665.51
B-D Construction, Inc.	Fire Station	\$302,693.88
Bierman Contracting, Inc.	E911Comm. Center	\$216,451.80
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 11,043.75
Cather and Sons Construction, Inc.	Asphalt Paving	\$ 28,423.00
Eriksen Construction, Co., Inc.	WWTF Phase 4	\$644,140.72
Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$255,775.04

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COPY

Contractor's Application for Payment No.

11

To (General): City of Columbus	Application Period: 4-01-19-thru 4-28-19	Application Date: 4/30/2019
Project:	From (Contractor): B-D Construction, Inc.	Page 1 of 4
Project Number:	Contract: New Columbus Police Station	Subcontract Number
	Contractor's Project No.: 18-014	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	7,782,583.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	7,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$	3,130,659.01
5. RETAINAGE:		
a. 10% X 3,130,659.01 Work Completed.....	\$	313,065.90
b. 10% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	313,065.90
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	2,817,593.11
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$	2,381,231.78
8. AMOUNT DUE THIS APPLICATION.....	\$	436,361.33
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$	4,964,989.89

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from City of Columbus on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

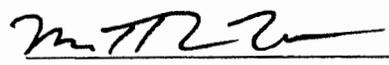
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

By: Chris Langan, Vice President Date: 4/30/2019

Payment of: \$ 436,361.33
(Line 8 or other - attach explanation of the other amount)

is recommended by:  5/6/2019
 5/9/19
(Date)

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

Phone: 402-564-1225 Fax: 402-564-9999
Fed ID No.: 47-0530649

AIA Type Document
Application and Certification for Payment

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 8 - *Revised*
PERIOD TO: 3/31/2019

DISTRIBUTION TO:
- OWNER
 ARCHITECT
- CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,634,360.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>7,634,360.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>1,566,937.45</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work	\$	<u>156,693.75</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>156,693.75</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>1,410,243.70</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,209,578.19</u>
8. CURRENT PAYMENT DUE	\$	<u>200,665.51</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>6,224,116.30</u>

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

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

By: *Bryan L. Kearney* Date: 3.29.19
Bryan L. Kearney / Treasurer

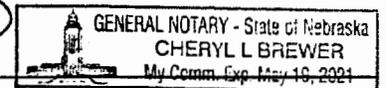
State of: NE

County of: Platte

Subscribed and Sworn to before me this 29th Day of March 20 19

Notary Public: *Cheryl L Brewer*

My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 200,665⁵¹

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

ARCHITECT: *WSKF ARCHITECTS, INC*

By: *[Signature]* Date: 5.14.19

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

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

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

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 9-*Revised*
PERIOD TO: 5/31/2019

DISTRIBUTION TO:
- OWNER
 ARCHITECT
- CONTRACTOR

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

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

ARCHITECT'S PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,634,360.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>7,634,360.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>1,903,263.99</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work	\$	<u>190,326.41</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>190,326.41</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>1,712,937.58</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,410,243.70</u>
8. CURRENT PAYMENT DUE	\$	<u>302,693.88</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>5,921,422.42</u>

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

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

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

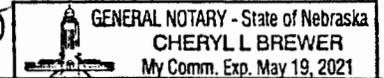
By: *Bryan L. Kearney* Date: 4.30.19
Bryan L. Kearney, Treasurer

State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of April 20 19

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



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 302,693.88

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

ARCHITECT: *WSKF ARCHITECTS, INC*
By: *[Signature]* Date: 5.14.19

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

COPY

TO OWNER:
 City of Columbus
 P.O. Box 1677
 2424 14th Street
 Columbus, NE 68602-1677

PROJECT: *E911 Communications Center*

APPLICATION NO: 3

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: *April 29, 2019*

FROM CONTRACTOR:
 Bierman Contracting, Inc.
 P.O. Box 1887
 2560 East 29th Avenue
 Columbus, NE 68601

VIA ARCHITECT:
 RVW, Inc.
 P.O. Box 495
 4118 Howard Blvd.
 Columbus, NE 68602-0495

PROJECT NOS: *BCI: 19-010*
RVW: A17 112 NE AAF 044
 CONTRACT DATE: *January 7, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	898,500.00
2. Net change by Change Orders	\$	136,807.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,035,307.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	541,120.02
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	54,112.00
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	54,112.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	487,008.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	270,556.22
8. CURRENT PAYMENT DUE	\$	216,451.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	548,298.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$131,475.00	\$0.00
Total approved this Month	\$5,332.00	\$0.00
TOTALS	\$136,807.00	\$0.00
NET CHANGES by Change Order	\$136,807.00	

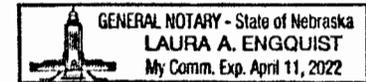
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *[Signature]* Date: *April 29, 2019*

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 29th Day of April, 2019

Notary Public: *[Signature]*



My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ *216,451.80*

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

ARCHITECT:

By: *[Signature]* Date: *5-1-2019*

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

COPY

TO OWNER:
 City of Columbus
 PO Box 1677 2424 14th Street
 Columbus, NE 68602-1677

PROJECT: *Frontier Park Restroom*

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: *April 29, 2019*

FROM CONTRACTOR:
 Bierman Contracting Inc.
 PO Box 1887 2560 E 29th Ave.
 Columbus, NE 68601

VIA ARCHITECT:
 TSP, Inc.
 3906 Farnam Street
 Omaha, NE 68131

PROJECT NOS: 19-013

CONTRACT FOR:

CONTRACT DATE: *February 14, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>316,900.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>316,900.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>17,833.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>891.65</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>891.65</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>16,941.35</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>5,897.60</u>
8. CURRENT PAYMENT DUE	\$	<u>11,043.75</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>299,958.65</u>

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

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

CONTRACTOR:

By: *Matt Bierman* Date: April 29, 2019

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this 29th Day of April, 2019

Notary Public: *Laura A. Engquist*



My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 11,043.75

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

ARCHITECT:

By: *Quynh R. Meyer* Date: 5/1/19

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

Laura A. Engquist 5/19/19

APPLICATION and CERTIFICATE for PAYMENT

COPY

To: City of Columbus

Project:

Application No: 1

Distribution to:

Richard Bogus
From:

App. Date: 4-23-2019

OWNER
CONSTRUCTION MGR.
ARCHITECT/ENGINEER
X CONTRACTOR
OTHER

Period to:

Project Nos:

Cather and Sons Construction, Inc
Contract For: Asphalt Paving Improvements 2019

Via Engineer:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM	\$	253,018.80
2. Net Change by Change Orders/run on qty	\$	5,596.00
3. CONTRACT SUM TO DATE	\$	258,614.80
4. TOTAL COMPLETED AND STORED TO DATE	\$	31,581.00
5. RETAINAGE:		
a. 10% of Completed Work	\$	3,158.10
b. 10% of Stored Material		
Total Retainage	\$	3,158.00
6. TOTAL EARNED LESS RETAINAGE	\$	28,423.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	
8. CURRENT PAYMENT DUE	\$	28,423.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	230,191.90

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

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

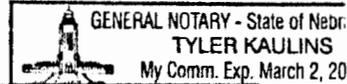
CONTRACTOR: Cather and Sons Construction, Inc

BY: Justin England DATE: 4-24-2019

State of: NEBRASKA County of: _____
Subscribed and sworn before me this 24th day of April 2019

Justin England personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me the contents of this document are truthful and accurate to the best of his knowledge and belief

Notary Public: _____
My Commission expires 03/02/2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 28,423.00

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

ARCHITECT: _____
BY: Justin England DATE: 10/25/19

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

COPY



Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 7	Application Period: 04/01/19 to 04/30/19

Application for Payment

Change Order Summary

Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE	8,850,686.00
Number	Date Approved	Additions	Deductions	2. Net change by Change Orders	-
				3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	3,645,571.58
TOTALS		\$ -	\$ -	5. RETAINAGE: (10% of Completed Work and Stored Material - See Attached)	364,557.16
NET CHANGE TO CONTRACT BY CHANGE ORDERS		\$ -	\$ -	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	3,281,014.42
Change Orders Approved for Allowance Modifications				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	2,636,873.70
1	12/13/18	\$ 16,011.00		8. AMOUNT DUE THIS APPLICATION	644,140.72
2				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	5,569,671.58
3					
4					
5					
TOTALS		\$ 16,011.00	\$ -		
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS		\$ 16,011.00	\$ -		
ALLOWANCE REMAINING :		\$ 83,989.00			

Contractor's Certification

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

Contractor: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 4/23/19

Casey Ackermann

Payment of: \$ 644,140.72 is recommended

HDR Date: 4/26/19

By: *Hayden DeFay*

Payment of: \$ 644,140.72 is recommended

City of Columbus Date: 4/29/19

By: *Amber DeFay*

Contractor's Application and Certificate for Payment

To: City of Columbus	From: Gehring Construction & Ready Mix Co., Inc.	Via (Engineer): City Engineer, Rick Bogus
Owner's Project No.: CIP 19-183	Contractor's Project No.:	Engineer's Project No.
For: Concrete Paving Improvements 2019	Application No.: 2	Application Period: 4/8/19 through 5/13/19

Application for Payment

Work Changes Summary

Work Changes Approved by Owner:					
Number	Date Approved	Additions	Deductions		
TOTALS			\$	-	
NET CHANGE BY CHANGE ORDERS			\$	-	

1. ORIGINAL CONTRACT PRICE	\$ 406,199.05
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 406,199.05
4. TOTAL COMPLETED AND STORED TO DATE	\$ 320,548.75
5. RETAINAGE: 10% of Completed Work and Stored Material	\$32,054.88
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 288,493.87
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	\$ 32,718.83
8. AMOUNT DUE THIS APPLICATION	\$ 255,775.04
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 minus Line 6)	\$ 117,705.18

Contractor's Certification

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

Payment of: \$255,775.04

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

is recommended by:

By: Stephen Anderson Date: 5-13-19

By: [Signature] Date: 5/13/19

CONDENSED FINANCIAL STATEMENT BY DEPARTMENT

For the Seven Month Period Ended April 30, 2019

	9/30/18 BALANCE	ACTUAL RECEIPTS	ACTUAL DISBURSEMENTS	4/30/19 BALANCE
General Fund	8,364,112			5,571,571
General Administration		4,737,238	988,540	
Columbus Area Transit		208,060	125,679	
Community Center		155,610	263,164	
City Administrator		-	168,373	
Finance		-	237,982	
City Clerk		-	206,468	
Mayor/City Council		-	38,165	
Human Resources		-	76,066	
Police		126,384	2,753,204	
Animal Control		33,577	131,490	
Fire		94,732	475,917	
Rescue		305,780	1,098,511	
Volunteer Fire Department		-	55,763	
Library		52,000	715,025	
Cemetery		33,175	75,765	
Community Development		207,582	215,139	
Parks		282,332	728,508	
Pawnee Plunge Water Park		4,886	236,606	
Aquatic Center Pool		45,251	246,201	
Van Berg Golf Course		55,348	102,604	
Quail Run Golf Course		80,609	275,933	
Platte County Library Service	38,498	85,149	73,085	50,563
Perpetual Care	75,790	849	-	76,639
TOTAL GENERAL FUNDS	8,478,400	6,508,560	9,288,188	5,698,773
Streets/Engineering	2,112,717			906,211
Streets		3,331,561	4,538,066	
Engineering		-	-	
Airport	914,181	186,251	169,726	930,706
Sales Tax	10,029,288	3,117,802	5,075,381	8,071,710
1/2 Cent Sales Tax	15,670,674	4,924,142	4,340,122	16,254,695
Communications - E911	34,821	67,238	76,473	25,587
Communications - Wireless	(20,766)	42,397	57,534	(35,902)
Communications - Equip911	(641)	9,324	14,618	(5,935)
Housing Rehab & Loans	107,728	156	435	147,241
New Neighborhoods		-	-	
CDBG Revolving Rehab Loan		2,391	866	
CDBG DPA Loans (NENEDD)		39,012	743	
CDBG Grants		3,747	3,747	
Economic Development Reuse	93,097	1,038	555	93,580
Progress and Jobs Growth	1,358,482	71,242	620,000	809,724
Keno	822,219	255,560	254,500	823,279
TOTAL SPECIAL REVENUES	31,121,800	12,051,861	15,152,767	28,020,894
Capital Projects	(1,073,621)	1,073,621	-	-
TOTAL CAPITAL PROJECTS	(1,073,621)	1,073,621	-	-

CONDENSED FINANCIAL STATEMENT BY DEPARTMENT

For the Seven Month Period Ended April 30, 2019

	9/30/18 BALANCE	RECEIPTS	ACTUAL DISBURSEMENTS	4/30/19 BALANCE
Debt Service	974,379			997,914
Taxes/Interest		685,166	665,531	
2000 Assess Not Bonded		-	-	
Flood Control Bonds		486,194	486,194	
2004 Various Purpose Bonds		121,884	121,814	
2008 Various Purpose Bonds		3,331	-	
2011 Various Purpose Bonds		69,978	69,479	
2012 Various Purpose Bonds		-	-	
2014 Assess Not Bonded		-	-	
Community Redevel Auth	37,363			(7,943)
Village Addition Shopping Center		-	-	
Hy Vee		-	-	
Slumberland		8,361	13,159	
Ramada - Columbus		1,333	27,744	
Hobby Lobby		697	14,793	
WHO Devel - Apartments		200,000	200,000	
WHO Development - Hotel		200,000	200,000	
Quantum Columbus, LLC		1,025,000	1,025,000	
Columbus Lodging, LLC		775,000	775,000	
Columbus Retail, LLC		375,000	375,000	
TOTAL DEBT SERVICE FUNDS	1,011,741	3,951,943	3,973,713	989,971
Utility Service	10,068,631			20,437,743
Wastewater Collection		4,403,905	1,039,687	
Wastewater Treatment Facility		11,593,138	4,588,245	
Water	10,469,324			11,742,970
Water		2,260,333	975,914	
Superfund Project		105,751	116,525	
Loup Distribution	4,088,661	1,920,141	1,887,500	4,121,302
Stormwater Utility	24,678	205,639	87,978	142,339
Solid Waste Division	1,992,673			2,290,951
Transfer Station		1,078,993	780,716	
TOTAL ENTERPRISE FUNDS	26,643,967	21,567,900	9,476,563	38,735,305
Health Insurance	1,919,631	1,823,380	1,954,306	1,788,705
TOTAL INTERNAL SERVICE FUND	1,919,631	1,823,380	1,954,306	1,788,705
Police Pension	57,593	2,692	2,150	58,135
Fire Pension	39,952	8,539	9,597	38,894
Licenses to Schools	-	14,235	11,335	2,900
Library Foundation	2,472,625	-	-	2,472,625
Library Endowment	1,644,041	-	-	1,644,041
Gerrard Park Trust	137,467	3,344	3,050	137,761
TOTAL TRUST & AGENCY FUNDS	4,351,677	28,810	26,132	4,354,355
	72,453,596	47,006,076	39,871,669	79,588,003

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
03442	A & J GUNS	052	000813	593						
				100-110-521.00-281	00000	SUPPLIES	5/20/19	345.00	.00	
03442	A & J GUNS	053	001007	597						
				100-110-521.00-432	00000	GUN MAINTENA	5/20/19	784.00	.00	
						** VENDOR SUB-TOTAL:		1,129.00	.00	
05214	A TO Z MESSAGING	052	000814	9475						
				500-500-532.50-624	00000	ANSWERING SE	5/20/19	52.50	.00	
				520-520-532.70-624	00000	ANSWERING SE	5/20/19	52.50	.00	
						* Invoice Sub-Total:		105.00	.00	
00581	ACE HARDWARE & GARDEN CNT	051	000782	159454/5						
				100-130-555.00-431	00000	WEED KILLER	5/20/19	13.99	.00	
00581	ACE HARDWARE & GARDEN CNT	053	001008	MAY 19						
				520-520-532.70-601	00000	SUPPLIES	5/20/19	7.21	.00	
				520-522-532.70-432	00000	SUPPLIES	5/20/19	.51	.00	
				100-151-551.24-431	00000	SUPPLIES	5/20/19	27.57	.00	
				100-100-510.00-601	00000	SUPPLIES	5/20/19	9.99	.00	
				100-121-523.00-601	00000	SUPPLIES	5/20/19	72.86	.00	
				100-152-551.24-431	00000	SUPPLIES	5/20/19	31.98	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	152.47	.00	
				100-150-552.00-431	00000	SUPPLIES	5/20/19	19.99	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	50.13	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	28.68	.00	
				200-200-531.00-432	00000	SUPPLIES	5/20/19	20.58	.00	
				200-200-531.00-612	00000	SUPPLIES	5/20/19	73.46	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	220.61	.00	
				100-155-551.25-601	00000	SUPPLIES	5/20/19	30.56	.00	
				100-155-551.25-431	00000	SUPPLIES	5/20/19	30.68	.00	
				100-155-551.25-449	00000	SUPPLIES	5/20/19	16.14	.00	
				500-501-532.60-432	00000	SUPPLIES	5/20/19	89.72	.00	
				205-205-533.00-601	00000	SUPPLIES	5/20/19	48.11	.00	
						* Invoice Sub-Total:		931.25	.00	
						** VENDOR SUB-TOTAL:		945.24	.00	
06044	ADKISSON LAVINA	053	001034	FIRE						
				710-710-522.10-235	00000	FIRE PENSION	5/20/19	609.00	.00	
01211	ADVANCE AUTO PARTS	053	001072	5606004677						
				200-200-531.00-433	00000	SUPPLIES	5/20/19	13.52-	.00	
				200-200-531.00-432	00000	SUPPLIES	5/20/19	217.99	.00	
				500-500-532.50-433	00000	SUPPLIES	5/20/19	65.91	.00	
				500-501-532.60-432	00000	SUPPLIES	5/20/19	38.08	.00	
				100-140-541.00-433	00000	SUPPLIES	5/20/19	41.56	.00	
				570-570-545.00-433	00000	SUPPLIES	5/20/19	77.70	.00	
				205-205-533.00-432	00000	SUPPLIES	5/20/19	10.56	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	75.31	.00	
						* Invoice Sub-Total:		513.59	.00	
00505	AG SPRAY EQUIPMENT	052	000815	MAY19						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				200-200-531.00-432	00000	SUPPLIES	5/20/19	52.24	.00	
				100-155-551.25-431	00000	SUPPLIES	5/20/19	2.33	.00	
				* Invoice Sub-Total:				54.57	.00	
04454	ALL STAR AUTO GLASS	052	000816	IAS1024868						
				100-110-521.00-433	00000	WINDSHIELD R	5/20/19	29.95	.00	
05472	ALLEY POYNER MACCHIETTO	052	000817	18138-1						
				100-130-555.00-720	00000	LIBRARY PROJ	5/20/19	3,050.83	.00	
05463	ALPHAMEDIA USA LLC	052	000818	PLUNGE						
				100-151-551.24-540	00000	ADVERTISING	5/20/19	1,575.00	.00	
03393	AMAZON	051	000783	LIBRARY						
				100-130-555.00-601	00000	SUPPLIES	5/20/19	105.30	.00	
				100-130-555.00-602	00000	SUPPLIES	5/20/19	37.34	.00	
				100-130-555.00-640	00000	WORD WARRIOR	5/20/19	20.74	.00	
				100-130-555.00-602	00000	USB MICROPHO	5/20/19	19.99	.00	
				100-130-555.00-765	00000	BOOKS/DVDS	5/20/19	881.17	.00	
				* Invoice Sub-Total:				1,064.54	.00	
03393	AMAZON	052	000819	POLICE						
				100-110-521.00-602	00000	SUPPLIES	5/20/19	108.88	.00	
03393	AMAZON	052	000820	GENERAL						
				100-110-521.00-602	00000	SUPPLIES	5/20/19	472.70	.00	
				100-130-555.00-340	00000	SUPPLIES	5/20/19	79.09	.00	
				500-501-532.60-340	00000	SUPPLIES	5/20/19	22.99	.00	
				100-100-510.00-602	00000	SUPPLIES	5/20/19	147.52	.00	
				100-103-551.27-432	00000	SUPPLIES	5/20/19	60.64	.00	
				100-103-551.27-640	00000	IIIE EVENT	5/20/19	31.96	.00	
				100-110-521.00-590	00000	KUEHLER RETU	5/20/19	219.00-	.00	
				* Invoice Sub-Total:				595.90	.00	
03393	AMAZON	053	001073	POLICE						
				100-110-521.00-601	00000	SUPPLIES	5/20/19	55.11	.00	
				100-110-521.00-602	00000	SUPPLIES	5/20/19	99.29	.00	
				100-110-521.00-603	00000	SUPPLIES	5/20/19	100.91	.00	
				* Invoice Sub-Total:				255.31	.00	
03393	AMAZON	053	001074	GENERAL						
				100-130-555.00-602	00000	SUPPLIES	5/20/19	802.86	.00	
				100-100-510.00-602	00000	SUPPLIES	5/20/19	115.43	.00	
				100-110-521.00-602	00000	SUPPLIES	5/20/19	296.44	.00	
				* Invoice Sub-Total:				1,214.73	.00	
				** VENDOR SUB-TOTAL:				3,239.36	.00	
06257	AMERICAN CONCRETE PRODUCTS CO.	052	000821	INV0002871						
				500-500-532.50-439	00000	ECCENTRIC CO	5/20/19	4,550.00	.00	
04320	AMERICAN RED CROSS	052	000822	AQUATIC						
				100-152-551.24-270	00000	CLASSES	5/20/19	596.00	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-152-551.24-320	00000	CLASSES	5/20/19	342.00	.00	
						* Invoice Sub-Total:		938.00	.00	
03617	AQUA-PURE INC	052	000823	1905						
				520-520-532.70-606	00000	CHEMICALS	5/20/19	2,827.41	.00	
				520-522-532.70-606	00000	CHEMICALS	5/20/19	3,953.61	.00	
						* Invoice Sub-Total:		6,781.02	.00	
02039	AWARDS & ENGRAVING	052	000825	5315						
				100-120-522.00-617	00000	JFP TROPHIES	5/20/19	40.00	.00	
05748	AWARDS PLUS	052	000826	15890						
				100-110-521.00-270	00000	ANN DUSH	5/20/19	84.00	.00	
07451	B-D CONSTRUCTION INC	052	000827	13817						
				200-200-531.00-521	00000	LIMESTONE/LE	5/20/19	1,684.29	.00	
07451	B-D CONSTRUCTION INC	053	001009	MAY 19						
				211-211-570.00-755	00000	POLICE STATI	5/20/19	436,361.33	.00	
				211-211-570.00-755	00000	FIRE STATION	5/20/19	503,359.39	.00	
						* Invoice Sub-Total:		939,720.72	.00	
						** VENDOR SUB-TOTAL:		941,405.01	.00	
08569	BEARD-WARREN HEATING &	052	000828	MAY19						
				100-110-521.00-431	00000	BLDG MAINT	5/20/19	333.76	.00	
06254	BEHLEN CADE M.	052	000829	WW COLLECT						
				500-500-532.50-590	00000	CD LICENSE	5/20/19	31.00	.00	
03280	BEHLEN TOWING LLC	052	000830	POLICE						
				100-110-521.00-453	00000	TOWING SERVI	5/20/19	900.00	.00	
05583	BIBLIOTHECA LLC	051	000785	S10050612						
				100-130-555.00-340	00000	ANNUAL MAINT	5/20/19	3,338.81	.00	
04098	BIERMAN CONTRACTING INC.	052	000831	194960						
				200-200-531.00-521	00000	SANDBAGGING	5/20/19	825.00	.00	
				500-501-532.60-521	00000	WWTP ROAD RE	5/20/19	2,770.00	.00	
						* Invoice Sub-Total:		3,595.00	.00	
04098	BIERMAN CONTRACTING INC.	053	001010	MAY 19						
				100-150-552.00-720	00000	FRONTIER PK	5/20/19	11,043.75	.00	
				211-211-570.00-755	00000	E911 COMM CN	5/20/19	216,451.80	.00	
						* Invoice Sub-Total:		227,495.55	.00	
						** VENDOR SUB-TOTAL:		231,090.55	.00	

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
69882	BLACK HILLS ENERGY	052	000832	MAY19						
				100-100-510.00-662	00000	NATURAL GAS	5/20/19	39.58	.00	
				100-100-510.00-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-102-551.27-621	00000	NATURAL GAS	5/20/19	36.00	.00	
				100-112-545.10-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-110-521.00-621	00000	NATURAL GAS	5/20/19	171.17	.00	
				100-121-523.00-621	00000	NATURAL GAS	5/20/19	27.71	.00	
				100-120-522.00-621	00000	NATURAL GAS	5/20/19	27.72	.00	
				100-140-541.00-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-150-552.00-621	00000	NATURAL GAS	5/20/19	49.96	.00	
				100-152-551.24-621	00000	NATURAL GAS	5/20/19	538.57	.00	
				100-151-551.24-621	00000	NATURAL GAS	5/20/19	46.63	.00	
				205-205-533.00-621	00000	NATURAL GAS	5/20/19	67.00	.00	
				100-155-551.25-621	00000	NATURAL GAS	5/20/19	47.35	.00	
				100-156-551.25-621	00000	NATURAL GAS	5/20/19	28.80	.00	
				200-200-531.00-621	00000	NATURAL GAS	5/20/19	79.70	.00	
				500-501-532.60-621	00000	NATURAL GAS	5/20/19	685.88	.00	
				520-520-532.70-621	00000	NATURAL GAS	5/20/19	34.15	.00	
				100-130-555.00-621	00000	NATURAL GAS	5/20/19	297.16	.00	
				300-300-570.00-730	00000	NATURAL GAS	5/20/19	.00	.00	
						* Invoice Sub-Total:		2,177.38	.00	
09892	BLAHAK FRANK J JR	053	001035	FIRE						
				710-710-522.10-235	00000	FIRE PENSION	5/20/19	762.00	.00	
05184	BLAZER LLC	052	000833	MAY19						
				100-150-552.00-432	00000	HURDLES	5/20/19	138.00	.00	
				100-120-522.00-590	00000	SUPPLIES	5/20/19	592.00	.00	
						* Invoice Sub-Total:		730.00	.00	
03905	BOBCAT OF OMAHA	052	000834	CA4542						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	158.12	.00	
04985	BOGUS RICHARD	052	000835	ENGINEER						
				100-100-510.00-590	00000	MILEAGE	5/20/19	4.99	.00	
				100-145-524.00-590	00000	MILEAGE	5/20/19	9.98	.00	
				200-200-531.00-590	00000	MILEAGE	5/20/19	24.93	.00	
				211-211-570.00-590	00000	MILEAGE	5/20/19	19.94	.00	
				500-500-532.50-590	00000	MILEAGE	5/20/19	9.98	.00	
				500-501-532.60-590	00000	MILEAGE	5/20/19	9.98	.00	
				520-520-532.70-590	00000	MILEAGE	5/20/19	9.98	.00	
				560-560-532.95-590	00000	MILEAGE	5/20/19	9.98	.00	
						* Invoice Sub-Total:		99.76	.00	
05284	BOKF NA	052	000840	5111011						
				570-570-590.00-902	00000	BOND TRUST F	5/20/19	750.00	.00	
02544	BOMGAARS	052	000836	MAY19						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	3.18	.00	
				100-120-522.00-617	00000	SUPPLIES	5/20/19	129.93	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	20.14	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				520-520-532.70-619	00000	SUPPLIES	5/20/19	9.99	.00	
				100-155-551.25-449	00000	SUPPLIES	5/20/19	5.94	.00	
				100-155-551.25-601	00000	SUPPLIES	5/20/19	23.99	.00	
				100-155-551.25-431	00000	SUPPLIES	5/20/19	24.99	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	32.86	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	32.85	.00	
				500-500-532.50-432	00000	SUPPLIES	5/20/19	15.98	.00	
				200-200-531.00-619	00000	SUPPLIES	5/20/19	229.77	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	147.40	.00	
				200-200-531.00-432	00000	SUPPLIES	5/20/19	32.72	.00	
				200-200-531.00-433	00000	SUPPLIES	5/20/19	2.69	.00	
				200-200-531.00-521	00000	GATE/WIRE RE	5/20/19	260.97	.00	
						* Invoice Sub-Total:		973.40	.00	
02084	BOOKPAGE	051	000786	S41468						
				100-130-555.00-765	00000	BOOKS	5/20/19	348.00	.00	
01792	BOUND TREE MEDICAL LLC	052	000837	RESCUE						
				100-121-523.00-601	00000	SUPPLIES	5/20/19	1,904.90	.00	
06272	BRITE	053	001011	INV16095						
				100-110-521.00-751	00000	E-CITATION	5/20/19	50,000.00	.00	
06255	BROWN JAMES	052	000838	GOLF						
				100-155-447.17-000	00000	PASS REFUND	5/20/19	138.60	.00	
				100-156-447.17-000	00000	PASS REFUND	5/20/19	785.40	.00	
						* Invoice Sub-Total:		924.00	.00	
06264	CARLSON RACHAEL	052	000868	AQUATIC						
				100-152-447.21-000	00000	REFUND	5/20/19	45.00	.00	
00441	CAROLINA SOFTWARE	052	000841	71796						
				570-570-545.00-601	00000	SUPPLIES	5/20/19	571.05	.00	
03698	CAT'S PRO MOW	053	001063	660440						
				100-120-522.00-431	00000	MOWING SERVI	5/20/19	100.00	.00	
06270	CATHER & SONS CONSTRUCTION INC	053	001012	1						
				200-200-531.00-730	00000	19 ASPHALT P	5/20/19	28,423.00	.00	
00023	CBS - REPORTING SERVICES	052	000842	POLICE						
				100-110-521.00-270	00000	PEER REPORTS	5/20/19	17.40	.00	
04340	CENTER POINT LARGE PRINT	051	000787	1674992						
				100-130-555.00-765	00000	BOOKS	5/20/19	89.28	.00	
13436	CENTRAL PARTS & MACHINE	051	000788	001-371601						
				100-130-555.00-431	00000	BELTS	5/20/19	115.24	.00	
13436	CENTRAL PARTS & MACHINE	053	001075	MAY19						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	27.49	.00	
				100-156-551.25-432	00000	SUPPLIES	5/20/19	39.05	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-150-552.00-601	00000	SUPPLIES	5/20/19	40.55	.00	
				100-150-552.00-433	00000	SUPPLIES	5/20/19	16.22	.00	
				570-570-545.00-433	00000	SUPPLIES	5/20/19	16.30	.00	
				100-120-522.00-432	00000	SUPPLIES	5/20/19	313.52	.00	
				500-500-532.50-433	00000	SUPPLIES	5/20/19	3.99	.00	
				500-500-532.50-432	00000	SUPPLIES	5/20/19	173.52	.00	
				200-200-531.00-433	00000	SUPPLIES	5/20/19	500.14	.00	
				205-205-533.00-432	00000	SUPPLIES	5/20/19	32.17	.00	
				100-150-552.00-432	00000	SUPPLIES	5/20/19	82.04	.00	
						* Invoice Sub-Total:		1,244.99	.00	
						** VENDOR SUB-TOTAL:		1,360.23	.00	
02159	CENTRAL VALLEY AG COOPERATIVE	053	001013	MAY 19						
				520-520-532.70-431	00000	SUPPLIES	5/20/19	141.35	.00	
04278	CENTURY LINK	052	000843	E911						
				221-221-521.51-624	00000	PHONE CHARGE	5/20/19	795.70	.00	
				220-220-521.51-624	00000	PHONE CHARGE	5/20/19	198.93	.00	
						* Invoice Sub-Total:		994.63	.00	
05980	CERTIFIED POWER INC.	052	000844	40487366						
				200-200-531.00-433	00000	SUPPLIES	5/20/19	157.87	.00	
03577	CITY OF COLUMBUS	052	000845	MAY19						
				100-100-510.00-623	00000	WATER	8/20/19	117.40	.00	
				100-102-551.27-623	00000	WATER	8/20/19	90.33	.00	
				100-110-521.00-623	00000	WATER	8/20/19	144.34	.00	
				100-120-522.00-623	00000	WATER	8/20/19	44.60	.00	
				100-121-523.00-623	00000	WATER	8/20/19	44.60	.00	
				100-130-555.00-623	00000	WATER	8/20/19	151.24	.00	
				100-140-541.00-623	00000	WATER	8/20/19	.00	.00	
				100-150-552.00-623	00000	WATER	8/20/19	152.22	.00	
				100-151-551.24-623	00000	WATER	8/20/19	.00	.00	
				100-152-551.24-623	00000	WATER	8/20/19	245.38	.00	
				100-155-551.25-623	00000	WATER	8/20/19	282.79	.00	
				100-156-551.25-623	00000	WATER	8/20/19	64.74	.00	
				200-200-531.00-623	00000	WATER	8/20/19	179.51	.00	
				205-205-533.00-623	00000	WATER	8/20/19	26.16	.00	
				205-205-533.00-626	00000	WATER	8/20/19	96.01	.00	
				500-500-532.50-623	00000	WATER	8/20/19	29.92	.00	
				500-501-532.60-623	00000	WATER	8/20/19	5,253.15	.00	
				520-520-532.70-623	00000	WATER	8/20/19	113.48	.00	
				520-522-532.70-623	00000	WATER	8/20/19	23.91	.00	
				560-560-532.95-623	00000	WATER	8/20/19	.00	.00	
				570-570-545.00-623	00000	WATER	8/20/19	278.55	.00	
						* Invoice Sub-Total:		7,338.33	.00	
01941	CLUB PROPHET SYSTEMS	052	000846	GOLF						
				100-156-551.25-340	00000	TEE SHEET	5/20/19	300.00	.00	
05705	CNC REPAIR LLC	052	000847	POLICE						
				100-110-521.00-433	00000	VEHICLE MAIN	5/20/19	2,880.57	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
15250	COLUMBUS AREA CHAMBER OF	053	001036	HEALTH 600-000-101.13-000	00000	COLUMBUS BUC	5/20/19	1,440.00	.00	
15251	COLUMBUS COMMUNITY HOSPITAL	052	000848	RESCUE 100-121-523.00-601	00000	SUPPLIES	5/20/19	586.62	.00	
00143	COLUMBUS CUSTOM EMBROIDERY	052	000849	E32836 100-100-510.00-590	00000	SHIRTS	5/20/19	62.00	.00	
00143	COLUMBUS CUSTOM EMBROIDERY	053	001014	MAY 19 100-100-510.00-590	00000	CITY APPAREL	5/20/19	136.00	.00	
						** VENDOR SUB-TOTAL:		198.00	.00	
04782	COLUMBUS FAMILY RESOURCE CTR	053	001037	COMM CNTR 100-103-551.27-451	00000	MTHLY LEASE	5/20/19	8,925.00	.00	
05165	COLUMBUS MOTOR COMPANY	052	000850	449618 100-102-551.27-433	00000	TURN SIGNAL/	5/20/19	164.95	.00	
15249	COLUMBUS PLUMBING COMPANY	052	000851	MAY19 100-150-552.00-601 100-152-551.24-431 205-205-533.00-601 205-205-533.00-447	00000 00000 00000 00000	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	5/20/19 5/20/19 5/20/19 5/20/19	411.00 150.49 16.95 238.50	.00 .00 .00 .00	
						* Invoice Sub-Total:		816.94	.00	
15257	COLUMBUS STEEL SUPPLY	052	000852	134041 100-140-541.00-432	00000	SUPPLIES	5/20/19	144.88	.00	
15262	COLUMBUS TELEGRAM	053	001076	MAY19 100-100-510.00-550 100-130-555.00-590 520-520-532.70-590	00000 00000 00000	PUBLICATIONS EMPLOYMENT A PUBLICATIONS	5/20/19 5/20/19 5/20/19	482.42 1,627.50 147.85	.00 .00 .00	
						* Invoice Sub-Total:		2,257.77	.00	
15260	COLUMBUS TIRE & SERVICE	052	000853	MAY19 100-110-521.00-433 200-200-531.00-432 520-520-532.70-433	00000 00000 00000	MAINTENANCE MAINTENANCE MAINTENANCE	5/20/19 5/20/19 5/20/19	2,077.00 48.00 286.36	.00 .00 .00	
						* Invoice Sub-Total:		2,411.36	.00	
15275	COMMUNITY INTERNET	052	000854	MAY19 100-100-510.00-624 100-120-522.00-624	00000 00000	INTERNET INTERNET	5/20/19 5/20/19	30.00 15.00	.00 .00	
						* Invoice Sub-Total:		45.00	.00	
15361	CONNECTING POINT/RADIO SHACK	052	000855	POLICE 100-110-521.00-751	00000	COMPUTERS 19	5/20/19	4,260.00	.00	
04211	CONSOLIDATED MANAGEMENT CO	052	000856	POLICE 100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	103.27	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				220-220-521.51-270	00000	MEALS	5/20/19	6.65	.00	
				221-221-521.51-270	00000	MEALS	5/20/19	26.59	.00	
						* Invoice Sub-Total:		136.51	.00	
00020	CONSOLIDATED WATER SOLUTIONS	052	000857	19555						
				500-501-532.60-606	00000	CHEMICALS	5/20/19	10,941.65	.00	
06261	CONTINENTAL BATTERY COMPANY	052	000858	GOLF						
				100-156-551.25-435	00000	CART BATTERI	5/20/19	5,560.00	.00	
05885	CORE & MAIN LP	052	000859	WATER						
				520-520-532.70-613	00000	SUPPLIES	5/20/19	12,612.03	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	201.00	.00	
						* Invoice Sub-Total:		12,813.03	.00	
03946	CORNHUSKER INT'L TRUCKS, INC	052	000860	4143589						
				200-200-531.00-433	00000	PARTS	5/20/19	713.28	.00	
15714	CORNHUSKER PUBLIC POWER DIST	052	000861	MAY19						
				500-500-532.50-622	00000	ELECTRICITY	5/20/19	318.87	.00	
				200-200-531.00-622	00000	ELECTRICITY	5/20/19	594.30	.00	
						* Invoice Sub-Total:		913.17	.00	
06265	CORNWELL JEAN	052	000862	AQUATIC						
				100-152-447.21-000	00000	REFUND	5/20/19	15.00	.00	
06263	CREATIVE SITES LLC	052	000863	1314						
				100-150-552.00-720	00000	FRONTIER PAR	5/20/19	39,431.00	.00	
06259	CREIGHTON UNIVERSITY	052	000864	RESCUE						
				100-121-523.00-270	00000	CHRIS WARREN	5/20/19	8,600.00	.00	
				100-121-523.00-270	00000	ERIC MORGAN	5/20/19	8,600.00	.00	
						* Invoice Sub-Total:		17,200.00	.00	
05337	CROSS DILLON TIRE-COLUMBUS	052	000865	1727473						
				200-200-531.00-432	00000	MAINTENANCE	5/20/19	38.06	.00	
16413	CULLIGAN OF COLUMBUS	052	000866	MAY19						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	30.00	.00	
				100-112-545.10-431	00000	SUPPLIES	5/20/19	8.25	.00	
				100-121-523.00-431	00000	SUPPLIES	5/20/19	45.00	.00	
				100-110-521.00-431	00000	SUPPLIES	5/20/19	213.10	.00	
				205-205-533.00-447	00000	SUPPLIES	5/20/19	22.10	.00	
				500-501-532.60-610	00000	SUPPLIES	5/20/19	324.75	.00	
						* Invoice Sub-Total:		643.20	.00	
05666	CURTIS DEREK	052	000867	WATER						
				520-520-532.70-590	00000	CDL LICENSE	5/20/19	31.00	.00	
04680	D & K PRODUCTS	053	000869	GOLF						
				100-155-551.25-606	00000	CHEMICALS	5/20/19	774.00	.00	
				100-156-551.25-606	00000	CHEMICALS	5/20/19	910.00	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
						* Invoice Sub-Total:		1,684.00	.00	
01984	DANKO EMERGENCY EQUIPMENT	053	000870	FIRE 100-120-522.00-601	00000	SUPPLIES	5/20/19	169.57	.00	
81122	DAS STATE ACCOUNTING	053	001064	1162652 100-110-521.00-624	00000	NETWORK CHGS	5/20/19	704.00	.00	
06267	DISASTER MANAGEMENT SYSTEMS	053	001015	04242019 100-121-523.00-270	00000	ONLINE TRIAG	5/20/19	299.25	.00	
06243	DOWNEY DRILLING	053	000871	WATER 520-520-532.70-439	00000	MAINTENANCE	5/20/19	7,667.00	.00	
				520-520-532.70-432	00000	MAINTENANCE	5/20/19	2,300.00	.00	
				520-520-532.70-442	00000	MAINTENANCE	5/20/19	2,811.66	.00	
						* Invoice Sub-Total:		12,778.66	.00	
04844	DOWNTOWN BUSINESS ASSOCIATION	051	000789	LAWN CHAIR 100-130-555.00-540	00000	POSTER	5/20/19	150.00	.00	
18994	DPC INDUSTRIES	053	000872	WWTF 500-501-532.60-606	00000	CHLORINE	5/20/19	2,410.50	.00	
02798	DUNBAR DOUGLAS	053	000873	GOLF 100-155-551.25-352	00000	CONTRACT	5/20/19	2,031.00	.00	
				100-156-551.25-352	00000	CONTRACT	5/20/19	4,123.00	.00	
				100-155-551.25-351	00000	LIQUOR COMM	5/20/19	.00	.00	
				100-156-551.25-351	00000	LIQUOR COMM	5/20/19	.00	.00	
				100-155-551.25-350	00000	VB CARTS	5/20/19	700.97	.00	
				100-155-551.25-353	00000	VB GREENS FE	5/20/19	1,476.27	.00	
				100-155-551.25-354	00000	VB PASSES	5/20/19	205.39	.00	
				100-156-551.25-350	00000	QR CARTS	5/20/19	630.76	.00	
				100-156-551.25-353	00000	QR GREENS FE	5/20/19	36.90	.00	
				100-156-551.25-354	00000	QR PASSES	5/20/19	1,163.88	.00	
				100-156-551.25-590	00000	CC FEES	5/20/19	1,567.12	.00	
				100-156-551.25-601	00000	SUPPLIES	5/20/19	114.50	.00	
				100-156-551.25-540	00000	ADVERTISING	5/20/19	350.00	.00	
				100-155-551.25-540	00000	ADVERTISING	5/20/19	.00	.00	
				100-156-551.25-270	00000	TRAINING/DUE	5/20/19	.00	.00	
				100-155-551.25-601	00000	VB TEE SHEET	5/20/19	176.49	.00	
				100-156-551.25-611	00000	SCORECARDS	5/20/19	644.34	.00	
				100-156-551.25-665	00000	PGA DUES - D	5/20/19	521.00	.00	
						* Invoice Sub-Total:		13,741.62	.00	
71761	DXP ENTERPRISES, INC.	053	000874	50510728 570-570-545.00-431	00000	SUPPLIES	5/20/19	30.00	.00	
05851	E F INC.	053	001041	XB32403 100-103-551.27-432	00000	SUPPLIES	5/20/19	155.87	.00	
20281	EAKES OFFICE SOLUTIONS	051	000790	INV132036 100-130-555.00-432	00000	COPIER CONTR	5/20/19	161.62	.00	

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
20281	EAKES OFFICE SOLUTIONS	053	001042	MAY 19						
				200-200-531.00-602	00000	SUPPLIES	5/20/19	363.15	.00	
				100-145-524.00-602	00000	SUPPLIES	5/20/19	9.18	.00	
				100-156-551.25-602	00000	SUPPLIES	5/20/19	32.97	.00	
				500-500-532.50-432	00000	SUPPLIES	5/20/19	15.00	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	15.00	.00	
				500-500-532.50-602	00000	SUPPLIES	5/20/19	4.90	.00	
				520-520-532.70-602	00000	SUPPLIES	5/20/19	4.89	.00	
				100-152-551.24-602	00000	SUPPLIES	5/20/19	360.89	.00	
				100-121-523.00-602	00000	SUPPLIES	5/20/19	50.65	.00	
				100-100-510.00-602	00000	SUPPLIES	5/20/19	764.89	.00	
						* Invoice Sub-Total:		1,621.52	.00	
						** VENDOR SUB-TOTAL:		1,783.14	.00	
00133	EATON MARTY	053	001043	WWTF						
				500-501-532.60-590	00000	CDL LICENSE	5/20/19	31.00	.00	
20671	EBSCO INDUSTRIES INC	051	000791	1000100943						
				100-130-555.00-765	00000	NOVELIST SEL	5/20/19	1,261.00	.00	
				100-130-555.00-765	00000	WKLY STDRD C	5/20/19	76.99-	.00	
						* Invoice Sub-Total:		1,184.01	.00	
05743	ED M. FELD EQUIPMENT CO. INC.	053	001044	0346941-IN						
				100-120-522.00-432	00000	SCBA COMPRES	5/20/19	442.54	.00	
23221	ELECTRICAL ENGINEERING &	053	001045	MAY 19						
				100-152-551.24-431	00000	SUPPLIES	5/20/19	118.80	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	228.61	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	241.16	.00	
						* Invoice Sub-Total:		588.57	.00	
23221	ELECTRICAL ENGINEERING &	053	001046	MAY 19						
				100-120-522.00-601	00000	SUPPLIES	5/20/19	132.87	.00	
				100-121-523.00-432	00000	SUPPLIES	5/20/19	997.24	.00	
				100-120-522.00-432	00000	SUPPLIES	5/20/19	578.24	.00	
				100-110-521.00-614	00000	STOP EQUIPME	5/20/19	2,037.27	.00	
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	19,583.81	.00	
						* Invoice Sub-Total:		23,329.43	.00	
						** VENDOR SUB-TOTAL:		23,918.00	.00	
04966	EMBASSY SUITES - LAVISTA	053	001047	42918						
				100-100-510.00-270	00000	BOGUS LODGIN	5/20/19	6.95	.00	
				100-145-524.00-270	00000	BOGUS LODGIN	5/20/19	13.90	.00	
				200-200-531.00-270	00000	BOGUS LODGIN	5/20/19	34.75	.00	
				211-211-570.00-270	00000	BOGUS LODGIN	5/20/19	27.80	.00	
				500-500-532.50-270	00000	BOGUS LODGIN	5/20/19	13.90	.00	
				500-501-532.60-270	00000	BOGUS LODGIN	5/20/19	13.90	.00	
				520-520-532.70-270	00000	BOGUS LODGIN	5/20/19	13.90	.00	
				560-560-532.95-270	00000	BOGUS LODGIN	5/20/19	13.90	.00	
						* Invoice Sub-Total:		139.00	.00	
00982	ENGEL PEGGY	051	000792	LIBRARY						

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				100-130-555.00-590	00000	MAR-APR MILE	5/20/19	12.99	.00	
06273	ERGOMETRICS	053	001048	135324						
				100-120-522.00-590	00000	FIREFIGHTR T	5/20/19	807.60	.00	
04068	ERIKSEN CONSTRUCTION CO INC	053	001016	7						
				500-501-532.60-720	00000	WWTF PHASE 4	5/20/19	644,140.72	.00	
24857	ERNST AUTO CENTER	053	001049	MAY 19						
				100-121-523.00-433	00000	VEHICLE MAIN	5/20/19	113.61	.00	
				200-200-531.00-433	00000	VEHICLE MAIN	5/20/19	57.05	.00	
						* Invoice Sub-Total:		170.66	.00	
05014	FAIRFIELD INN & SUITES	053	001050	POLICE						
				100-110-521.00-270	00000	SHERER LODGI	5/20/19	219.90	.00	
27527	FASTENAL COMPANY	053	001051	15798186						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	109.96	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	57.17	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	633.98	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	485.24	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	323.50	.00	
				100-152-551.24-432	00000	SUPPLIES	5/20/19	465.95	.00	
				100-151-551.24-431	00000	SUPPLIES	5/20/19	66.50	.00	
						* Invoice Sub-Total:		2,142.30	.00	
27527	FASTENAL COMPANY	053	001052	210834						
				100-121-523.00-433	00000	SUPPLIES	5/20/19	27.54	.00	
						** VENDOR SUB-TOTAL:		2,169.84	.00	
06249	FBG SERVICE CORPORATION	053	001053	MAY 19						
				100-110-521.00-603	00000	APRIL/MAY 20	5/20/19	2,525.00	.00	
				100-100-510.00-603	00000	MAY 2019	5/20/19	1,442.00	.00	
						* Invoice Sub-Total:		3,967.00	.00	
28337	FIRST NATIONAL BANK	053	001109	F612						
				100-100-510.00-590	00000	ACH FEES	5/20/19	66.21	.00	
				500-500-532.50-590	00000	ACH FEES	5/20/19	72.18	.00	
				520-520-532.70-590	00000	ACH FEES	5/20/19	72.17	.00	
						* Invoice Sub-Total:		210.56	.00	
01796	FIRST NATIONAL BANK OMAHA	051	000793	LIBRARY						
				100-130-555.00-270	00000	SEW MACH TRA	5/20/19	95.00	.00	
				100-130-555.00-540	00000	CONSTNT CONT	5/20/19	66.50	.00	
				100-130-555.00-604	00000	POSTAGE	5/20/19	267.94	.00	
				100-130-555.00-640	00000	SUPPLIES/PRI	5/20/19	99.28	.00	
						* Invoice Sub-Total:		528.72	.00	
01796	FIRST NATIONAL BANK OMAHA	053	001077	MAY19						
				100-152-551.24-590	00000	AUTHORIZE.NE	5/20/19	26.70	.00	
				100-100-510.00-590	00000	FACEBOOK PAG	5/20/19	21.00	.00	
				100-152-551.24-620	00000	CPR SUPPLIES	5/20/19	342.17	.00	

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				100-120-522.00-270	00000	CONFERENCE	5/20/19	1,119.12	.00	
				100-120-522.00-433	00000	PARTS	5/20/19	36.77	.00	
				500-500-532.50-270	00000	CONFERENCE E	5/20/19	1,021.88	.00	
				100-100-510.00-340	00000	SALES TAX CR	5/20/19	32.76-	.00	
				100-110-521.00-751	00000	E CITATION S	5/20/19	3,120.81	.00	
				220-220-521.51-270	00000	MEALS	5/20/19	10.17	.00	
				221-221-521.51-270	00000	MEALS	5/20/19	40.66	.00	
				100-110-521.00-270	00000	CONF EXPENSE	5/20/19	156.48	.00	
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	482.36	.00	
				100-110-521.00-665	00000	IALEFI-ROMSH	5/20/19	55.00	.00	
				220-220-521.51-432	00000	BATTERY	5/20/19	32.28	.00	
				221-221-521.51-432	00000	BATTERY	5/20/19	129.12	.00	
				100-100-510.00-665	00000	NAPE DUES	5/20/19	13.20	.00	
				100-145-524.00-665	00000	NAPE DUES	5/20/19	26.40	.00	
				200-200-531.00-665	00000	NAPE DUES	5/20/19	66.00	.00	
				211-211-570.00-665	00000	NAPE DUES	5/20/19	52.80	.00	
				500-500-532.50-665	00000	NAPE DUES	5/20/19	26.40	.00	
				500-501-532.60-665	00000	NAPE DUES	5/20/19	26.40	.00	
				520-520-532.70-665	00000	NAPE DUES	5/20/19	26.40	.00	
				560-560-532.95-665	00000	NAPE DUES	5/20/19	26.40	.00	
						* Invoice Sub-Total:		6,825.76	.00	
						** VENDOR SUB-TOTAL:		7,354.48	.00	
01517	FOREMAN LUMBER	053	001054	73070						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	35.00	.00	
01110	FRONTIER	053	001055	E911						
				220-220-521.51-624	00000	PHONE CHARGE	5/20/19	199.42	.00	
01110	FRONTIER	053	001078	MAY19						
				100-100-510.00-624	00000	PHONE CHARGE	5/20/19	421.67	.00	
				100-102-551.27-624	00000	PHONE CHARGE	5/20/19	82.04	.00	
				100-103-551.27-624	00000	PHONE CHARGE	5/20/19	39.77	.00	
				100-110-521.00-624	00000	PHONE CHARGE	5/20/19	730.24	.00	
				220-220-521.51-624	00000	PHONE CHARGE	5/20/19	243.41	.00	
				100-112-545.10-624	00000	PHONE CHARGE	5/20/19	39.77	.00	
				100-120-522.00-624	00000	PHONE CHARGE	5/20/19	359.18	.00	
				100-121-523.00-624	00000	PHONE CHARGE	5/20/19	.00	.00	
				100-130-555.00-624	00000	PHONE CHARGE	5/20/19	135.23	.00	
				100-140-541.00-624	00000	PHONE CHARGE	5/20/19	15.91	.00	
				100-145-524.00-624	00000	PHONE CHARGE	5/20/19	23.86	.00	
				100-150-552.00-624	00000	PHONE CHARGE	5/20/19	47.73	.00	
				100-151-551.24-624	00000	PHONE CHARGE	5/20/19	22.62	.00	
				100-152-551.24-624	00000	PHONE CHARGE	5/20/19	105.11	.00	
				100-155-551.25-624	00000	PHONE CHARGE	5/20/19	33.84	.00	
				100-156-551.25-624	00000	PHONE CHARGE	5/20/19	95.46	.00	
				200-200-531.00-624	00000	PHONE CHARGE	5/20/19	55.68	.00	
				205-205-533.00-624	00000	PHONE CHARGE	5/20/19	47.73	.00	
				500-500-532.50-624	00000	PHONE CHARGE	5/20/19	39.77	.00	
				500-501-532.60-624	00000	PHONE CHARGE	5/20/19	134.34	.00	
				520-520-532.70-624	00000	PHONE CHARGE	5/20/19	204.60	.00	
				520-522-532.70-624	00000	PHONE CHARGE	5/20/19	110.43	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				570-570-545.00-624	00000	PHONE CHARGE	5/20/19	31.82	.00	
						* Invoice Sub-Total:		3,020.21	.00	
						** VENDOR SUB-TOTAL:		3,219.63	.00	
05150	FRONTIER COOPERATIVE COMPANY	053	001056	201848						
				570-570-545.00-605	00000	FUEL	5/20/19	7,097.40	.00	
03274	GALE	051	000794	LIBRARY						
				100-130-555.00-765	00000	BOOKS	5/20/19	173.18	.00	
03274	GALE	051	000811	LIBRARY						
				100-130-555.00-765	00000	BOOKS	5/20/19	625.37	.00	
						** VENDOR SUB-TOTAL:		798.55	.00	
30244	GALLS LLC	053	001017	POLICE						
				100-110-521.00-270	00000	TRAINING GUN	5/20/19	268.49	.00	
				100-110-521.00-280	00000	UNIFORMS	5/20/19	1,489.58	.00	
						* Invoice Sub-Total:		1,758.07	.00	
30686	GEHRING CONSTRUCTION &	053	000875	MAY 19						
				200-200-531.00-445	00000	SUPPLIES	5/20/19	975.93	.00	
				500-501-532.60-521	00000	CRUSHED CONC	5/20/19	373.80	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	22.88	.00	
						* Invoice Sub-Total:		1,372.61	.00	
30686	GEHRING CONSTRUCTION &	053	001018	2						
				200-200-531.00-730	00000	19 CONCRETE	5/20/19	255,775.04	.00	
						** VENDOR SUB-TOTAL:		257,147.65	.00	
30833	GERHOLD CONCRETE COMPANY	053	000876	MAY 19						
				200-200-531.00-445	00000	SUPPLIES	5/20/19	2,618.84	.00	
				205-205-533.00-431	00000	SUPPLIES	5/20/19	222.38	.00	
						* Invoice Sub-Total:		2,841.22	.00	
00232	GODFATHER'S PIZZA	053	000877	5010						
				100-110-521.00-615	00000	DARE MEALS	5/20/19	91.50	.00	
00232	GODFATHER'S PIZZA	053	001065	VOL FIRE						
				100-125-522.00-635	00000	MEALS	5/20/19	391.50	.00	
				100-125-522.00-636	00000	MEALS	5/20/19	208.00	.00	
						* Invoice Sub-Total:		599.50	.00	
						** VENDOR SUB-TOTAL:		691.00	.00	
05757	GREAT PLAINS BUILDING SUPPLY	053	000878	319725						
				100-150-552.00-601	00000	FIELD MARKER	5/20/19	18.04	.00	
05232	GREAT PLAINS COMMUNICATIONS	051	000795	LIBRARY						
				100-130-555.00-624	00000	INTERNET	5/20/19	310.00	.00	
32734	GREENKEEPER CO INC	053	001066	24116						
				100-156-551.25-606	00000	SUPPLIES	5/20/19	1,498.20	.00	
06251	GSM FILTRATION INC.	053	000879	3207						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				500-501-532.60-432	00000	SUPPLIES	5/20/19	2,777.81	.00	
33693	HACH COMPANY	053	000880	WWTF 500-501-532.60-610	00000	LABORATORY	5/20/19	499.10	.00	
33710	HADLEY-BRAITHWAIT COMPANY	053	000881	MAY 19 100-100-510.00-601	00000	SUPPLIES	5/20/19	161.15	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	669.50	.00	
				100-155-551.25-601	00000	SUPPLIES	5/20/19	102.90	.00	
				100-156-551.25-601	00000	SUPPLIES	5/20/19	102.90	.00	
				520-520-532.70-601	00000	SUPPLIES	5/20/19	51.95	.00	
						* Invoice Sub-Total:		1,088.40	.00	
02001	HAWKINS INC	053	000882	MAY 19 520-520-532.70-606	00000	CHEMICALS	5/20/19	2,501.18	.00	
				520-522-532.70-606	00000	CHEMICALS	5/20/19	4,075.18	.00	
						* Invoice Sub-Total:		6,576.36	.00	
02001	HAWKINS INC	053	001019	4492948 520-520-532.70-606	00000	CHEMICALS	5/20/19	2,617.09	.00	
				520-522-532.70-601	00000	CHEMICALS	5/20/19	210.00	.00	
						* Invoice Sub-Total:		2,827.09	.00	
						** VENDOR SUB-TOTAL:		9,403.45	.00	
35286	HDR ENGINEERING INC	053	000883	1200189363 500-501-532.60-720	00000	WWTF PHASE 4	5/20/19	38,798.13	.00	
04561	HEARTLAND NATURAL GAS LLC	053	000884	MAY 19 100-100-510.00-662	00000	NATURAL GAS	5/20/19	30.63	.00	
				100-100-510.00-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-102-551.27-621	00000	NATURAL GAS	5/20/19	20.18	.00	
				100-112-545.10-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-110-521.00-621	00000	NATURAL GAS	5/20/19	197.25	.00	
				100-121-523.00-621	00000	NATURAL GAS	5/20/19	9.74	.00	
				100-120-522.00-621	00000	NATURAL GAS	5/20/19	9.74	.00	
				100-140-541.00-621	00000	NATURAL GAS	5/20/19	.00	.00	
				100-150-552.00-621	00000	NATURAL GAS	5/20/19	36.01	.00	
				100-152-551.24-621	00000	NATURAL GAS	5/20/19	909.95	.00	
				100-151-551.24-621	00000	NATURAL GAS	5/20/19	3.95	.00	
				205-205-533.00-621	00000	NATURAL GAS	5/20/19	78.95	.00	
				100-155-551.25-621	00000	NATURAL GAS	5/20/19	44.33	.00	
				100-156-551.25-621	00000	NATURAL GAS	5/20/19	9.01	.00	
				200-200-531.00-621	00000	NATURAL GAS	5/20/19	113.06	.00	
				500-501-532.60-621	00000	NATURAL GAS	5/20/19	1,091.31	.00	
				520-520-532.70-621	00000	NATURAL GAS	5/20/19	48.46	.00	
				100-130-555.00-621	00000	NATURAL GAS	5/20/19	484.55	.00	
						* Invoice Sub-Total:		3,087.12	.00	
04870	HOBBY LOBBY	053	000885	82572949 100-103-551.27-640	00000	SUPPLIES	5/20/19	32.88	.00	
00923	HOMETOWN LEASING	053	000886	011						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-120-522.00-602	00000	COPIER LEASE	5/20/19	177.97	.00	
06260	HORNUNG, NATALIE	053	000887	AQUATIC 100-152-447.21-000	00000	REFUND FEES	5/20/19	30.00	.00	
03013	HOWERTER MD MARK S	053	001038	RESCUE 100-121-523.00-320	00000	MEDICAL DIRE	5/20/19	583.00	.00	
02052	HRUSKA BRAD	051	000796	LIBRARY 100-130-555.00-270	00000	WORKSHOP/ASH	5/20/19	97.44	.00	
				100-130-555.00-590	00000	OUTREACH MIL	5/20/19	22.39	.00	
						* Invoice Sub-Total:		119.83	.00	
38741	HY-VEE INC	053	000888	MAY 19 100-100-510.00-590	00000	SUPPLIES	5/20/19	74.89	.00	
				100-103-551.27-640	00000	SUPPLIES	5/20/19	450.00	.00	
				100-130-555.00-640	00000	SUPPLIES	5/20/19	218.48	.00	
				500-500-532.50-270	00000	SUPPLIES	5/20/19	65.97	.00	
						* Invoice Sub-Total:		809.34	.00	
02829	IAFC MEMBERSHIP	053	000889	ID127543 100-120-522.00-665	00000	MEMBERSHIP	5/20/19	290.00	.00	
02423	IMPACT TELECOM	053	000890	1177821735 220-220-521.51-624	00000	PHONE CHARGE	5/20/19	56.64	.00	
42260	INGRAM LIBRARY SERVICES, INC	051	000797	LIBRARY 100-130-555.00-640	00000	YA OUTREACH	5/20/19	129.22	.00	
				100-130-555.00-765	00000	MATERIALS	5/20/19	5,640.04	.00	
						* Invoice Sub-Total:		5,769.26	.00	
02109	INTERNATL ASSN OF PLUMBING	053	000891	201904-199 100-145-524.00-665	00000	DAN MEMBERSH	5/20/19	200.00	.00	
05717	INTERSTATE BATTERY SYSTEM	053	000892	210070241 200-200-531.00-432	00000	SUPPLIES	5/20/19	118.95	.00	
05772	ISLAND SUPPLY WELDING CO.	053	000893	630733 200-200-531.00-601	00000	SUPPLIES	5/20/19	95.55	.00	
45453	JACKSON SERVICES INC	053	000894	MAY 19 100-100-510.00-603	00000	SUPPLIES	5/20/19	175.55	.00	
				100-102-551.27-603	00000	SUPPLIES	5/20/19	20.25	.00	
				100-103-551.27-603	00000	SUPPLIES	5/20/19	20.25	.00	
				100-110-521.00-603	00000	SUPPLIES	5/20/19	218.74	.00	
				100-121-523.00-603	00000	SUPPLIES	5/20/19	421.55	.00	
				100-150-552.00-280	00000	SUPPLIES	5/20/19	81.20	.00	
				100-152-551.24-603	00000	SUPPLIES	5/20/19	32.00	.00	
				200-200-531.00-280	00000	SUPPLIES	5/20/19	1,044.74	.00	
				500-500-532.50-280	00000	SUPPLIES	5/20/19	448.48	.00	
				500-500-532.50-603	00000	SUPPLIES	5/20/19	83.04	.00	
				500-501-532.60-280	00000	SUPPLIES	5/20/19	353.60	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				500-501-532.60-603	00000	SUPPLIES	5/20/19	92.71	.00	
				520-520-532.70-280	00000	SUPPLIES	5/20/19	332.62	.00	
				520-520-532.70-431	00000	SUPPLIES	5/20/19	68.60	.00	
				520-520-532.70-603	00000	SUPPLIES	5/20/19	119.40	.00	
				570-570-545.00-280	00000	SUPPLIES	5/20/19	352.62	.00	
				570-570-545.00-603	00000	SUPPLIES	5/20/19	58.78	.00	
				* Invoice Sub-Total:				3,924.13	.00	
04625	JAY'S BODY SHOP	053	000895	997557						
				520-520-532.70-433	00000	2009 F150 ST	5/20/19	644.00	.00	
03487	JEO CONSULTING GROUP INC	053	000896	MAY 19						
				200-200-531.00-730	00000	DWTN TRAFF S	5/20/19	1,940.25	.00	
				560-560-532.95-730	00000	STORMWATER M	5/20/19	892.50	.00	
				* Invoice Sub-Total:				2,832.75	.00	
03467	JOHN DEERE FINANCIAL	053	001079	1808010						
				200-200-531.00-432	00000	EQUIP MAINT	5/20/19	195.34	.00	
00260	JOHNSON DALE TRUCKING	053	001020	29970						
				200-200-531.00-601	00000	SUPPLIES	5/20/19	8,312.96	.00	
				500-500-532.50-521	00000	SUPPLIES	5/20/19	568.00	.00	
				* Invoice Sub-Total:				8,880.96	.00	
05698	JONES & BARTLETT LEARNING LLC	053	000897	4070013						
				100-120-522.00-602	00000	SUPPLIES	5/20/19	344.85	.00	
06268	JURADO DAWSON	053	000898	AQUATIC						
				100-151-551.24-270	00000	TRAINING	5/20/19	40.00	.00	
48654	KELLY SUPPLY COMPANY	053	000899	MAY 19						
				100-140-541.00-601	00000	SUPPLIES	5/20/19	10.03	.00	
				100-151-551.24-431	00000	SUPPLIES	5/20/19	143.11	.00	
				100-155-551.25-449	00000	SUPPLIES	5/20/19	57.80	.00	
				100-156-551.25-521	00000	FLOOD REPAIR	5/20/19	8.26	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	78.58	.00	
				570-570-545.00-432	00000	SUPPLIES	5/20/19	104.50	.00	
				* Invoice Sub-Total:				402.28	.00	
05779	KENDIG KEAST COLLABORATIVE	053	000900	19426						
				100-100-510.00-720	00000	LND DEV ORD	5/20/19	11,045.52	.00	
50053	KOCH EXCAVATING CO INC	053	000901	20881						
				100-150-552.00-431	00000	SUPPLIES	5/20/19	2,901.78	.00	
04230	KRATOCHVIL MICHAEL	051	000798	LIBRARY						
				100-130-555.00-431	00000	FEB-APR MILE	5/20/19	61.04	.00	
00044	LAKEVIEW SMALL ENGINE INC	053	000904	AIRPORT						
				205-205-533.00-432	00000	SUPPLIES	5/20/19	204.32	.00	
00044	LAKEVIEW SMALL ENGINE INC	053	001021	40750						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-140-541.00-601	00000	SUPPLIES	5/20/19	38.60	.00	
						** VENDOR SUB-TOTAL:		242.92	.00	
06256	LANGE TONY	053	000902	GOLF						
				100-155-447.17-000	00000	PASS REFUND	5/20/19	138.60	.00	
				100-156-447.17-000	00000	PASS REFUND	5/20/19	785.40	.00	
				100-155-447.10-000	00000	CART PASS RF	5/20/19	102.45	.00	
				100-156-447.10-000	00000	CART PASS RF	5/20/19	580.55	.00	
						* Invoice Sub-Total:		1,607.00	.00	
05394	LANGUAGE LINE SERVICES INC	053	000903	4553677						
				220-220-521.51-320	00000	INTERPRETATI	5/20/19	25.11	.00	
				221-221-521.51-320	00000	INTERPRETATI	5/20/19	100.45	.00	
						* Invoice Sub-Total:		125.56	.00	
05759	LAWSON PRODUCTS	053	000905	MAY 19						
				200-200-531.00-601	00000	SUPPLIES	5/20/19	82.77	.00	
				500-501-532.60-432	00000	SUPPLIES	5/20/19	119.85	.00	
						* Invoice Sub-Total:		202.62	.00	
05759	LAWSON PRODUCTS	053	001105	9306708727						
				500-501-532.60-601	00000	SUPPLIES	5/20/19	42.72	.00	
				500-501-532.60-609	00000	SUPPLIES	5/20/19	44.47	.00	
						* Invoice Sub-Total:		87.19	.00	
						** VENDOR SUB-TOTAL:		289.81	.00	
51812	LEAGUE OF NEBR MUNICIPALITIES	053	000906	MAY 19						
				100-105-515.00-270	00000	LINDSLEY/OST	5/20/19	890.00	.00	
				100-106-511.00-270	00000	KLINE CONFER	5/20/19	470.00	.00	
						* Invoice Sub-Total:		1,360.00	.00	
05379	LEIGH WORLD	051	000799	LIBRARY						
				100-130-555.00-765	00000	2016-20 SUBS	5/20/19	120.00	.00	
02575	LIEN PETE & SONS INC	053	000907	WWTF						
				500-501-532.60-606	00000	CHEMICALS	5/20/19	10,380.14	.00	
03949	LINCOLN WINWATER WORKS	053	000908	MAY 19						
				200-200-531.00-445	00000	SUPPLIES	5/20/19	604.99	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	4,441.40	.00	
						* Invoice Sub-Total:		5,046.39	.00	
03451	LOSEKE LAKE STOP LLC	053	000909	WATER						
				520-520-532.70-439	00000	SOD ROLLS	5/20/19	38.18	.00	
53336	LOUP POWER DISTRICT	E 051	000812	LIBRARY						
				100-130-555.00-622	00000	ELECTRICITY	5/20/19	2,663.93	.00	
53336	LOUP POWER DISTRICT	E 053	001080	MAY19						
				100-100-510.00-662	00000	ELECTRICITY	5/20/19	362.32	.00	
				100-110-521.00-622	00000	ELECTRICITY	5/20/19	1,611.73	.00	
				100-100-510.00-622	00000	ELECTRICITY	5/20/19	1,517.22	.00	

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-121-523.00-622	00000	ELECTRICITY	5/20/19	705.12	.00	
				100-120-522.00-622	00000	ELECTRICITY	5/20/19	705.12	.00	
				100-102-551.27-622	00000	ELECTRICITY	5/20/19	100.56	.00	
				100-112-545.10-622	00000	ELECTRICITY	5/20/19	.00	.00	
				100-140-541.00-622	00000	ELECTRICITY	5/20/19	78.92	.00	
				100-150-552.00-622	00000	ELECTRICITY	5/20/19	3,907.70	.00	
				100-151-551.24-622	00000	ELECTRICITY	5/20/19	1,462.58	.00	
				100-152-551.24-622	00000	ELECTRICITY	5/20/19	3,852.55	.00	
				100-155-551.25-622	00000	ELECTRICITY	5/20/19	473.63	.00	
				100-156-551.25-622	00000	ELECTRICITY	5/20/19	836.67	.00	
				200-200-531.00-622	00000	ELECTRICITY	5/20/19	31,356.28	.00	
				205-205-533.00-626	00000	ELECTRICITY	5/20/19	723.00	.00	
				205-205-533.00-622	00000	ELECTRICITY	5/20/19	606.78	.00	
				500-500-532.50-622	00000	ELECTRICITY	5/20/19	2,076.57	.00	
				500-501-532.60-622	00000	ELECTRICITY	5/20/19	16,878.83	.00	
				520-520-532.70-622	00000	ELECTRICITY	5/20/19	9,785.72	.00	
				520-522-532.70-622	00000	ELECTRICITY	5/20/19	3,763.43	.00	
				570-570-545.00-622	00000	ELECTRICITY	5/20/19	551.80	.00	
				300-300-570.00-730	00000	12AV PROPERT	5/20/19	.00	.00	
						* Invoice Sub-Total:		81,356.53	.00	
						** VENDOR SUB-TOTAL:		84,020.46	.00	
06170	LOVELL JENNIFER N	053	000910	MAY 19						
				100-110-521.00-280	00000	PANTS	5/20/19	36.53	.00	
				220-220-521.51-270	00000	MEALS	5/20/19	8.87	.00	
				221-221-521.51-270	00000	MEALS	5/20/19	35.47	.00	
						* Invoice Sub-Total:		80.87	.00	
04956	M & L INC	053	000911	19						
				570-570-545.00-458	00000	YD WASTE CNT	5/20/19	3,195.83	.00	
54155	M & O DOOR PRODUCTS	053	000912	MAY 19						
				100-150-552.00-601	00000	KEYS	5/20/19	30.00	.00	
				100-152-551.24-431	00000	DOOR REPAIR	5/20/19	135.74	.00	
						* Invoice Sub-Total:		165.74	.00	
03010	MAIL PREP ETC	053	000913	1106						
				100-100-510.00-604	00000	POSTAGE	5/20/19	109.53	.00	
52702	MATHESON-LINWELD	053	000914	MAY 19						
				100-120-522.00-601	00000	SUPPLIES	5/20/19	68.95	.00	
				100-121-523.00-601	00000	SUPPLIES	5/20/19	89.10	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	68.02	.00	
				200-200-531.00-619	00000	SUPPLIES	5/20/19	174.79	.00	
				500-500-532.50-432	00000	SUPPLIES	5/20/19	34.01	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	34.01	.00	
						* Invoice Sub-Total:		468.88	.00	
06258	MCMASTER-CARR	053	000915	92845389						
				500-501-532.60-432	00000	EQUIPMENT MA	5/20/19	89.79	.00	
56662	MENARDS	051	000800	LIBRARY						

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-130-555.00-431	00000	SUPPLIES	5/20/19	21.82	.00	
				100-130-555.00-601	00000	SUPPLIES	5/20/19	85.98	.00	
				* Invoice Sub-Total:				107.80	.00	
56662	MENARDS	053	000916	MAY 19						
				100-103-551.27-640	00000	SUPPLIES	5/20/19	9.49	.00	
				100-120-522.00-601	00000	SUPPLIES	5/20/19	204.98	.00	
				100-140-541.00-431	00000	SUPPLIES	5/20/19	15.95	.00	
				100-140-541.00-601	00000	SUPPLIES	5/20/19	15.96	.00	
				100-150-552.00-431	00000	SUPPLIES	5/20/19	86.40	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	395.18	.00	
				100-151-551.24-431	00000	SUPPLIES	5/20/19	15.46	.00	
				100-151-551.24-601	00000	SUPPLIES	5/20/19	9.64	.00	
				100-152-551.24-431	00000	SUPPLIES	5/20/19	137.64	.00	
				100-152-551.24-432	00000	SUPPLIES	5/20/19	39.92	.00	
				100-152-551.24-601	00000	SUPPLIES	5/20/19	86.11	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	80.39	.00	
				205-205-533.00-432	00000	SUPPLIES	5/20/19	25.02	.00	
				205-205-533.00-601	00000	SUPPLIES	5/20/19	432.41	.00	
				205-205-533.00-607	00000	SUPPLIES	5/20/19	34.98	.00	
				500-501-532.60-431	00000	SUPPLIES	5/20/19	5.49	.00	
				500-501-532.60-432	00000	SUPPLIES	5/20/19	11.08	.00	
				500-501-532.60-601	00000	SUPPLIES	5/20/19	7.47	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	17.96	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	1.78	.00	
				520-520-532.70-601	00000	SUPPLIES	5/20/19	48.03	.00	
				520-520-532.70-609	00000	SUPPLIES	5/20/19	46.99	.00	
				520-520-532.70-619	00000	SUPPLIES	5/20/19	448.12	.00	
				570-570-545.00-431	00000	SUPPLIES	5/20/19	9.81	.00	
				* Invoice Sub-Total:				2,186.26	.00	
				** VENDOR SUB-TOTAL:				2,294.06	.00	
01128	METRON-FARNIER LLC	053	000917	29226						
				520-520-532.70-751	00000	METER READ R	5/20/19	10,243.24	.00	
02062	METTLER-TOLEDO INC	053	000918	654721556						
				500-501-532.60-610	00000	LABORATORY M	5/20/19	834.33	.00	
05494	MICHAEL TODD & COMPANY INC	053	000919	166554						
				500-500-532.50-439	00000	SUPPLIES	5/20/19	26.88	.00	
				520-520-532.70-439	00000	SUPPLIES	5/20/19	26.89	.00	
				* Invoice Sub-Total:				53.77	.00	
57020	MID-AMERICAN RESEARCH	053	000920	WWTF						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	317.25	.00	
				500-501-532.60-610	00000	SUPPLIES	5/20/19	160.00	.00	
				* Invoice Sub-Total:				477.25	.00	
05403	MID-IOWA SOLID WASTE	053	000921	49297						
				500-500-532.50-439	00000	SUPPLIES	5/20/19	4,145.00	.00	
01405	MID-STATE ENGINEERING &	053	000922	17207/8						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				211-211-570.00-755	00000	FIRE STATION	5/20/19	892.00	.00	
				211-211-570.00-755	00000	POLICE STATI	5/20/19	962.50	.00	
				* Invoice Sub-Total:				1,854.50	.00	
57028	MIDWEST GLASS SERVICE INC	053	001023	57966						
				100-150-552.00-431	00000	SUPPLIES	5/20/19	251.00	.00	
57026	MIDWEST LABORATORIES INC	053	000923	MAY 19						
				500-501-532.60-564	00000	COMPLIANCE T	5/20/19	454.50	.00	
				520-520-532.70-564	00000	COMPLIANCE T	5/20/19	266.00	.00	
				* Invoice Sub-Total:				720.50	.00	
01283	MIDWEST MACHINE & TOOL INC	053	001022	41220						
				200-200-531.00-432	00000	MAINTENANCE	5/20/19	64.00	.00	
57029	MIDWEST SERVICE & SALES CO	053	000924	STREET						
				200-200-531.00-601	00000	SUPPLIES	5/20/19	549.52	.00	
03353	MIDWEST TAPE LLC	051	000801	LIBRARY						
				100-130-555.00-765	00000	AUDIO BOOKS	5/20/19	607.83	.00	
57030	MIDWEST TURF & IRRIGATION	053	000925	QUAIL RUN						
				100-156-551.25-449	00000	SUPPLIES	5/20/19	5,161.50	.00	
				100-156-551.25-521	00000	SUPPLIES	5/20/19	2,496.00	.00	
				* Invoice Sub-Total:				7,657.50	.00	
03286	MIKE'S TOWING	053	000926	POLICE						
				100-110-521.00-453	00000	VEHICLE TOWI	5/20/19	1,080.00	.00	
06050	MILLER DANIEL L	053	000927	FIRE						
				100-120-522.00-270	00000	FDIC CONFERE	5/20/19	455.78	.00	
02560	MILLER PATRICK L	053	000928	FIRE						
				100-120-522.00-617	00000	JR FIRE PATR	5/20/19	95.00	.00	
57935	MOON GINGER & ASSOCIATES	053	000929	00295						
				100-100-510.00-520	00000	HEATHER BOND	5/20/19	125.00	.00	
58583	MOTION INDUSTRIES INC	053	000930	NE07404844						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	1,585.86	.00	
01949	MTM RECOGNITION	053	000931	5977806						
				100-100-510.00-590	00000	GIB SRVCE AW	5/20/19	160.86	.00	
04089	MUELLER SHANE	053	000932	CEMETERY						
				100-140-541.00-590	00000	CLOSE GATES	5/20/19	146.50	.00	
58838	MUELLER SOD FARM	053	000933	CEMETERY						
				100-140-541.00-608	00000	SUPPLIES	5/20/19	282.94	.00	
00981	MUELLER SPRINKLERS	053	000934	MAY 19						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	1,151.68	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-151-551.24-431	00000	SUPPLIES	5/20/19	100.00	.00	
						* Invoice Sub-Total:		1,251.68	.00	
01425	MUNICIPAL PIPE TOOL CO LLC	053	000935	WW COLLECT						
				500-500-532.50-432	00000	SUPPLIES	5/20/19	64.60	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	1,341.71	.00	
						* Invoice Sub-Total:		1,406.31	.00	
06059	NATIONAL ASSOCIATION OF CHIEFS	053	000936	504094						
				100-110-521.00-665	00000	SHERER MEMBE	5/20/19	60.00	.00	
01919	NATIONAL ASSOCIATION OF SCHOOL	053	000937	25036NE						
				100-110-521.00-270	00000	SRO COURSE J	5/20/19	445.00	.00	
00069	NEBRASKA EMERGENCY SERVICE	053	000938	E911						
				220-220-521.51-270	00000	PAM CONFEREN	5/20/19	100.00	.00	
03560	NEBRASKA ENVIRONMENTAL	053	000939	STREET						
				200-200-531.00-432	00000	SUPPLIES	5/20/19	2,804.46	.00	
01789	NEBRASKA HARVESTORE SYSTEMS	053	001081	STREET						
				200-200-531.00-432	00000	ANGLE BROOM	5/20/19	4,647.00	.00	
06266	NEBRASKA IRRIGATION INC.	053	000940	59637						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	76.00	.00	
59963	NEBRASKA LAW ENFORCEMENT	053	000941	8118						
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	484.00	.00	
03217	NEBRASKA PUBLIC HEALTH	053	000942	512187						
				520-520-532.70-564	00000	LAB TESTING	5/20/19	462.00	.00	
				520-522-532.70-564	00000	LAB TESTING	5/20/19	237.00	.00	
						* Invoice Sub-Total:		699.00	.00	
03217	NEBRASKA PUBLIC HEALTH	053	001106	513121						
				520-520-532.70-564	00000	LAB TESTING	5/20/19	375.00	.00	
				520-522-532.70-564	00000	LAB TESTING	5/20/19	550.00	.00	
						* Invoice Sub-Total:		925.00	.00	
						** VENDOR SUB-TOTAL:		1,624.00	.00	
06269	NEBRASKA REGIONAL INTEROP NTWK	053	000943	0002019						
				220-220-521.51-438	00000	PSAP NETWORK	5/20/19	3,240.00	.00	
				221-221-521.51-438	00000	PSAP NETWORK	5/20/19	4,560.00	.00	
						* Invoice Sub-Total:		7,800.00	.00	
03645	NEBRASKA-IOWA INDUSTRIAL	053	000944	5891421						
				500-501-532.60-601	00000	SUPPLIES	5/20/19	127.20	.00	
03427	NEIGHBORWORKS NORTHEAST	053	000945	16-CD-101						
				240-245-565.00-678	00000	16-CD-101 DD	5/20/19	67,500.00	.00	
03427	NEIGHBORWORKS NORTHEAST	053	000946	16-CD-101						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				240-245-565.00-678	00000	16-CD-101 DD	5/20/19	68,500.00	.00	
						** VENDOR SUB-TOTAL:		136,000.00	.00	
60497	NEWMAN TRAFFIC SIGNS	053	000947	STREET 200-200-531.00-612	00000	SUPPLIES	5/20/19	6,527.35	.00	
01924	NIEMANN'S PORT-A-POT LLC	053	000948	I1379 100-121-523.00-431	00000	RENTALS	5/20/19	40.00	.00	
00307	NORFOLK DAILY NEWS	053	000949	5847440 100-151-551.24-540	00000	ADVERTISING	5/20/19	375.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000950	19943 100-100-510.00-665	00000	2020 MEMBERS	5/20/19	23,437.66	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000951	19934 240-240-565.00-678	00000	MARCH 2019	5/20/19	45.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000952	19933 240-243-565.00-678	00000	MARCH 2019	5/20/19	60.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000953	19931 240-244-565.00-678	00000	MARCH 2019	5/20/19	165.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000954	19935 250-250-565.00-675	00000	MARCH 2019	5/20/19	90.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000955	HOUSING 240-242-565.00-678	00000	MARCH 2017	5/20/19	240.00	.00	
				240-242-565.00-678	00000	APRIL 2017	5/20/19	240.00	.00	
				240-242-565.00-678	00000	MAY 2017	5/20/19	150.00	.00	
				240-242-565.00-678	00000	JANUARY 2018	5/20/19	90.00	.00	
				240-242-565.00-678	00000	FEBRUARY 201	5/20/19	60.00	.00	
						* Invoice Sub-Total:		780.00	.00	
61204	NORTHEAST NEBRASKA ECONOMIC	053	000956	16-CD-201 240-245-565.00-678	00000	JANUARY 2019	5/20/19	405.00	.00	
				240-245-565.00-678	00000	FEBRUARY 201	5/20/19	60.00	.00	
				240-245-565.00-678	00000	MARCH 2019	5/20/19	60.00	.00	
						* Invoice Sub-Total:		525.00	.00	
						** VENDOR SUB-TOTAL:		25,102.66	.00	
61203	NORTHEAST NEBRASKA SOLID	053	000958	MAY 19 200-200-531.00-625	00000	LANDFILL DIS	5/20/19	3,362.90	.00	
				570-570-545.00-455	00000	LANDFILL DIS	5/20/19	55,104.66	.00	
						* Invoice Sub-Total:		58,467.56	.00	
06183	NORTHERN LAKE SERVICE INC.	053	000957	353610 520-520-532.70-564	00000	COMPLIANCE T	5/20/19	1,904.50	.00	
				520-522-532.70-564	00000	COMPLIANCE T	5/20/19	724.75	.00	
						* Invoice Sub-Total:		2,629.25	.00	
61303	NOVICKI FIRE PREVENTION SERVCS	053	000959	062-19						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-110-521.00-431	00000	ANNUAL INSPE	5/20/19	99.00	.00	
01539	NWEA	053	000960	MAY 19						
				500-501-532.60-270	00000	SOWARD TRAIN	5/20/19	150.00	.00	
				520-520-532.70-270	00000	TRENT TRAINI	5/20/19	75.00	.00	
						* Invoice Sub-Total:		225.00	.00	
01443	NWOD	053	000961	ID1410						
				500-501-532.60-270	00000	AMY MEMBERSH	5/20/19	30.00	.00	
01191	O'REILLY AUTOMOTIVE INC	053	000962	MAY 19						
				100-110-521.00-433	00000	SUPPLIES	5/20/19	9.98	.00	
				200-200-531.00-432	00000	SUPPLIES	5/20/19	5.99	.00	
				200-200-531.00-433	00000	SUPPLIES	5/20/19	79.60	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	57.90	.00	
				500-500-532.50-433	00000	SUPPLIES	5/20/19	6.90	.00	
						* Invoice Sub-Total:		160.37	.00	
02706	OBRIST & CO INC	053	000963	4649						
				200-200-531.00-521	00000	23RD AVE PUM	5/20/19	1,272.80	.00	
				500-500-532.50-439	00000	SYSTEM MAINT	5/20/19	1,750.00	.00	
						* Invoice Sub-Total:		3,022.80	.00	
62528	OCCUPATIONAL HEALTH SERV	053	000964	MAY 19						
				100-100-510.00-590	00000	TESTING/VACC	5/20/19	585.00	.00	
				100-110-521.00-320	00000	TESTING/VACC	5/20/19	438.00	.00	
				100-112-545.10-590	00000	TESTING/VACC	5/20/19	218.00	.00	
				100-140-541.00-590	00000	TESTING/VACC	5/20/19	120.00	.00	
				100-150-552.00-590	00000	TESTING/VACC	5/20/19	398.00	.00	
				100-151-551.24-590	00000	TESTING/VACC	5/20/19	900.00	.00	
				100-152-551.24-590	00000	TESTING/VACC	5/20/19	60.00	.00	
				100-156-551.25-590	00000	TESTING/VACC	5/20/19	120.00	.00	
				200-200-531.00-590	00000	TESTING/VACC	5/20/19	218.00	.00	
				205-205-533.00-590	00000	TESTING/VACC	5/20/19	120.00	.00	
				220-220-521.51-590	00000	TESTING/VACC	5/20/19	291.00	.00	
				500-500-532.50-590	00000	TESTING/VACC	5/20/19	195.00	.00	
				520-520-532.70-590	00000	TESTING/VACC	5/20/19	135.00	.00	
				570-570-545.00-590	00000	TESTING/VACC	5/20/19	60.00	.00	
						* Invoice Sub-Total:		3,858.00	.00	
04002	OCLC, INC	051	000802	0000660087						
				100-130-555.00-341	00000	CATALOGING	5/20/19	1,173.45	.00	
29305	OFFICENET	051	000803	LIBRARY						
				100-130-555.00-602	00000	SUPPLIES	5/20/19	70.85	.00	
				100-130-555.00-640	00000	MAKERSPACE/I	5/20/19	76.13	.00	
						* Invoice Sub-Total:		146.98	.00	
29305	OFFICENET	053	001082	MAY19						
				100-100-510.00-601	00000	SUPPLIES	5/20/19	43.97	.00	
				100-100-510.00-602	00000	SUPPLIES	5/20/19	418.70	.00	
				100-102-551.27-602	00000	SUPPLIES	5/20/19	35.11	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-103-551.27-602	00000	SUPPLIES	5/20/19	64.70	.00	
				100-110-521.00-432	00000	SUPPLIES	5/20/19	56.03	.00	
				100-110-521.00-602	00000	SUPPLIES	5/20/19	73.38	.00	
				100-145-524.00-602	00000	SUPPLIES	5/20/19	58.75	.00	
				200-200-531.00-602	00000	SUPPLIES	5/20/19	224.21	.00	
				205-205-533.00-602	00000	SUPPLIES	5/20/19	49.90	.00	
				500-500-532.50-439	00000	SUPPLIES	5/20/19	8.94	.00	
				500-500-532.50-602	00000	SUPPLIES	5/20/19	111.42	.00	
				520-520-532.70-602	00000	SUPPLIES	5/20/19	80.71	.00	
				570-570-545.00-602	00000	SUPPLIES	5/20/19	293.96	.00	
						* Invoice Sub-Total:		1,519.78	.00	
						** VENDOR SUB-TOTAL:		1,666.76	.00	
06023	OLSON'S PEST TECHNICIANS	053	001083	MAY19						
				100-100-510.00-431	00000	PEST CONTROL	5/20/19	94.00	.00	
				100-102-551.27-431	00000	PEST CONTROL	5/20/19	94.00	.00	
				100-110-521.00-431	00000	PEST CONTROL	5/20/19	188.00	.00	
				200-200-531.00-431	00000	PEST CONTROL	5/20/19	104.00	.00	
				570-570-545.00-320	00000	PEST CONTROL	5/20/19	94.00	.00	
						* Invoice Sub-Total:		574.00	.00	
04590	ONE CALL CONCEPTS INC	053	000965	3040120						
				500-500-532.50-439	00000	LOCATE FEES	5/20/19	173.51	.00	
				520-520-532.70-439	00000	LOCATE FEES	5/20/19	173.50	.00	
						* Invoice Sub-Total:		347.01	.00	
04440	ONE SOURCE	053	000966	20190430						
				100-100-510.00-590	00000	BACKGROUND C	5/20/19	1,804.50	.00	
				100-112-545.10-590	00000	BACKGROUND C	5/20/19	27.00	.00	
				100-140-541.00-590	00000	BACKGROUND C	5/20/19	54.00	.00	
				100-150-552.00-590	00000	BACKGROUND/C	5/20/19	59.00	.00	
				100-151-551.24-590	00000	BACKGROUND C	5/20/19	410.00	.00	
				100-152-551.24-590	00000	BACKGROUND C	5/20/19	27.00	.00	
				205-205-533.00-590	00000	BACKGROUND C	5/20/19	54.00	.00	
				500-500-532.50-590	00000	BACKGROUND C	5/20/19	5.00	.00	
				220-220-521.51-590	00000	BACKGROUND C	5/20/19	27.00	.00	
						* Invoice Sub-Total:		2,467.50	.00	
02381	PARAGON CONSULTING SERVICES	053	001024	MAY 19						
				100-100-510.00-340	00000	COMPUTER SUP	5/20/19	230.00	.00	
				500-500-532.50-340	00000	COMPUTER SUP	5/20/19	115.00	.00	
				520-520-532.70-340	00000	COMPUTER SUP	5/20/19	115.00	.00	
						* Invoice Sub-Total:		460.00	.00	
01968	PARTS BIN	053	001025	MAY 19						
				205-205-533.00-432	00000	SUPPLIES	5/20/19	44.94	.00	
				570-570-545.00-605	00000	SUPPLIES	5/20/19	29.90	.00	
						* Invoice Sub-Total:		74.84	.00	
03680	PEPSI BOTTLING GROUP	053	001026	26305059						
				100-151-551.24-630	00000	SUPPLIES	5/20/19	1,643.30	.00	
05019	PERFORMANCE PRINTING INC	053	001027	25461						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-110-521.00-602	00000	SUPPLIES	5/20/19	443.73	.00	
70269	PETTY CASH	053	001028	MAY 19						
				100-100-510.00-602	00000	EXPENSES	5/20/19	4.91	.00	
				100-110-521.00-604	00000	EXPENSES	5/20/19	16.57	.00	
				500-500-532.50-590	00000	EXPENSES	5/20/19	4.93	.00	
				520-520-532.70-590	00000	EXPENSES	5/20/19	4.93	.00	
				* Invoice Sub-Total:				31.34	.00	
70269	PETTY CASH	053	001039	PLUNGE						
				100-000-101.11-000	00000	START-UP CAS	5/20/19	2,600.00	.00	
				** VENDOR SUB-TOTAL:				2,631.34	.00	
00999	PLATTE COUNTY	053	001040	POLICE						
				100-110-521.00-320	00000	CONTRACT	5/20/19	3,022.07	.00	
03279	PLATTE COUNTY HIGHWAY DEPT	053	001029	MAY 19						
				200-200-531.00-445	00000	SUPPLIES	5/20/19	2,237.20	.00	
03979	POLLARD WATER #3325	053	001030	WATER						
				520-520-532.70-439	00000	SYSTEM MAINT	5/20/19	674.23	.00	
03897	PRECISION UNIBODY AND	053	001031	4887478						
				100-120-522.00-432	00000	TRAILER REPA	5/20/19	759.91	.00	
71789	PRESTOX	053	001032	MAY 19						
				100-120-522.00-431	00000	PEST CONTROL	5/20/19	88.00	.00	
				100-121-523.00-431	00000	PEST CONTROL	5/20/19	88.00	.00	
				100-151-551.24-431	00000	PEST CONTROL	5/20/19	80.00	.00	
				100-152-551.24-431	00000	PEST CONTROL	5/20/19	118.00	.00	
				100-156-551.25-431	00000	PEST CONTROL	5/20/19	52.00	.00	
				* Invoice Sub-Total:				426.00	.00	
06198	PROFLOW PUMPING SOLUTIONS	053	001033	6293						
				500-501-532.60-432	00000	BUILDING MAI	5/20/19	2,583.31	.00	
05720	PROKUPEK MARJORIE K.	053	001067	STREET						
				200-200-531.00-730	00000	12 AVE TRACT	5/20/19	140.00	.00	
06153	PYRAMID TARP & REPAIR LLC	053	001068	TRANSFER						
				570-570-545.00-433	00000	MAINTENANCE	5/20/19	776.00	.00	
06274	RAY ALLEN MANUFACTURING	053	001057	RINV094516						
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	294.87	.00	
05071	RDO TRUCK CENTERS	053	001058	77089H						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	848.10	.00	
73634	REARDON LAWN & GARDEN INC	053	001107	MAY19						
				100-140-541.00-431	00000	PARTS	5/20/19	18.99	.00	
				100-150-552.00-601	00000	PARTS	5/20/19	10.24	.00	
				100-156-551.25-432	00000	PARTS	5/20/19	769.78	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				200-200-531.00-432	00000	PARTS	5/20/19	43.98	.00	
				500-500-532.50-432	00000	PARTS	5/20/19	31.99	.00	
				520-520-532.70-432	00000	PARTS	5/20/19	31.98	.00	
				* Invoice Sub-Total:				906.96	.00	
73655	RECORDED BOOKS LLC	051	000804	LIBRARY						
				100-130-555.00-765	00000	AUDIO/EBOOKS	5/20/19	753.06	.00	
02690	RECREATION SUPPLY COMPANY	053	001059	AQUATIC						
				100-151-551.24-720	00000	PAINT POOL B	5/20/19	3,047.00	.00	
				100-152-551.24-432	00000	SUPPLIES	5/20/19	70.10	.00	
				* Invoice Sub-Total:				3,117.10	.00	
01045	REMBOLT LUDTKE LLP	053	001060	147						
				100-100-510.00-320	00000	LEGAL SERVIC	5/20/19	97.50	.00	
06166	REYES EVELYN	053	001061	E911						
				220-220-521.51-270	00000	MEALS	5/20/19	8.13	.00	
				221-221-521.51-270	00000	MEALS	5/20/19	32.52	.00	
				* Invoice Sub-Total:				40.65	.00	
04036	RHOMAR INDUSTRIES INC	053	001062	94329						
				200-200-531.00-601	00000	SUPPLIES	5/20/19	514.64	.00	
06271	ROBERTS DAVID	053	001084	AIRPORT						
				205-205-453.10-000	00000	HANGAR REFUN	5/20/19	170.00	.00	
04739	RVW INC	053	001085	MAY19						
				100-100-510.00-751	00000	FIBER OPTIC	5/20/19	8,301.16	.00	
				211-211-570.00-755	00000	E911 PHASE 3	5/20/19	2,200.00	.00	
				200-200-531.00-720	00000	WASH BAY	5/20/19	640.50	.00	
				500-500-532.50-720	00000	WASH BAY	5/20/19	640.50	.00	
				520-520-532.70-720	00000	WASH BAY	5/20/19	640.50	.00	
				* Invoice Sub-Total:				12,422.66	.00	
76851	SACKETT ELECTRIC	053	000967	19-5762						
				100-152-551.24-431	00000	MAINTENANCE	5/20/19	860.00	.00	
76851	SACKETT ELECTRIC	053	001086	MAY19						
				100-150-552.00-431	00000	MAINTENANCE	5/20/19	95.00	.00	
				100-151-551.24-431	00000	MAINTENANCE	5/20/19	65.42	.00	
				* Invoice Sub-Total:				160.42	.00	
				** VENDOR SUB-TOTAL:				1,020.42	.00	
05869	SANDRY FIRE SUPPLY LLC	053	000968	005528						
				100-120-522.00-751	00000	TURN OUT GEA	5/20/19	308.79	.00	
77076	SAPP BROS COLUMBUS INC	053	000969	MAY 19						
				100-120-522.00-605	00000	FUEL	5/20/19	55.05	.00	
				500-500-532.50-432	00000	FUEL	5/20/19	61.93	.00	
				* Invoice Sub-Total:				116.98	.00	
76831	SAPP BROS PETROLEUM INC	053	000970	MAY 19						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-110-521.00-605	00000	FUEL	5/20/19	10,566.48	.00	
				100-155-551.25-605	00000	FUEL	5/20/19	975.71	.00	
				100-156-551.25-521	00000	PUMP IRRIG L	5/20/19	1,431.41	.00	
				100-156-551.25-605	00000	FUEL	5/20/19	1,963.30	.00	
				200-200-531.00-605	00000	FUEL	5/20/19	16,654.50	.00	
						* Invoice Sub-Total:		31,591.40	.00	
04857	SARGENT MELISSA	051	000805	LIBRARY						
				100-130-555.00-590	00000	MILEAGE	5/20/19	27.46	.00	
77333	SCHIEFFER SIGNS INC	053	000971	MAY 19						
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	350.00	.00	
				100-150-552.00-601	00000	SUPPLIES	5/20/19	648.00	.00	
						* Invoice Sub-Total:		998.00	.00	
00449	SCHUYLER SUN	051	000806	LIBRARY						
				100-130-555.00-765	00000	SUBSCRIPTION	5/20/19	53.98	.00	
03289	SERVICEMASTER BY SHEVLIN	051	000807	6304						
				100-130-555.00-603	00000	JANITORIAL	5/20/19	2,085.00	.00	
78573	SHERWIN-WILLIAMS CO	053	000972	5162-0						
				200-200-531.00-432	00000	SUPPLIES	5/20/19	14.82	.00	
04220	SHEVLIN SUPPLY	053	000973	MAY 19						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	237.09	.00	
				100-152-551.24-601	00000	SUPPLIES	5/20/19	301.92	.00	
						* Invoice Sub-Total:		539.01	.00	
03196	SIEDLIK SIGNS	053	000974	PARKS						
				100-150-552.00-601	00000	SUPPLIES	5/20/19	50.00	.00	
79276	SIPPLE, HANSEN, EMERSON,	053	000975	GENERAL						
				100-100-510.00-320	00000	LEGAL SERVIC	5/20/19	5,346.00	.00	
04527	SIRIUS COMPUTER SOLUTIONS INC.	053	000976	SR 628681						
				100-100-510.00-340	00000	COMPUTER SUP	5/20/19	128.78	.00	
06262	SMITHWORKS INC.	053	000977	109361						
				100-121-523.00-432	00000	SUPPLIES	5/20/19	86.95	.00	
05983	SOUTHERN CARLSON INC.	053	000978	MAY 19						
				100-156-551.25-601	00000	SUPPLIES	5/20/19	106.48	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	20.18	.00	
				570-570-545.00-431	00000	SUPPLIES	5/20/19	48.77	.00	
				570-570-545.00-609	00000	SUPPLIES	5/20/19	349.99	.00	
						* Invoice Sub-Total:		525.42	.00	
81045	STANLEY PETROLEUM	053	000979	STREET						
				200-200-531.00-432	00000	EQUIPMENT MA	5/20/19	543.25	.00	
02228	STEFFY GENE FORD	053	000980	157516						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	156.95	.00	
01801	STERICYCLE INC	053	000981	4008545656						
				100-121-523.00-603	00000	MAINTENANCE	5/20/19	874.90	.00	
05340	SUNBELT RENTALS INC	053	000982	88590046-1						
				100-156-551.25-521	00000	IRRIGATION P	5/20/19	6,319.00	.00	
00515	SUPER SAVER	053	000983	MAY 19						
				100-100-510.00-590	00000	SUPPLIES	5/20/19	3.98	.00	
				100-103-551.27-601	00000	SUPPLIES	5/20/19	27.73	.00	
				100-103-551.27-630	00000	SUPPLIES	5/20/19	244.63	.00	
						* Invoice Sub-Total:		276.34	.00	
05262	SUPPLYWORKS	053	000984	489687863						
				100-120-522.00-603	00000	SUPPLIES	5/20/19	50.31	.00	
06193	SYBRANT PAMELA S	053	000985	E911						
				220-220-521.51-270	00000	MEALS/MILEAG	5/20/19	102.59	.00	
01216	SYMTRAX	053	000986	109867						
				100-100-510.00-340	00000	SOFTWARE MAI	5/20/19	522.00	.00	
00541	SYSCO LINCOLN	053	000987	COMM CTR						
				100-103-551.27-601	00000	SUPPLIES	5/20/19	358.44	.00	
				100-103-551.27-603	00000	SUPPLIES	5/20/19	273.06	.00	
				100-103-551.27-630	00000	SUPPLIES	5/20/19	6,834.68	.00	
						* Invoice Sub-Total:		7,466.18	.00	
04019	T & L SERVICES	053	001087	4-19						
				205-205-533.00-352	00000	JANITORIAL	5/20/19	150.00	.00	
05910	TELECOMMUNICATION SYSTEMS INC.	053	001088	01-36851						
				225-225-521.51-624	00000	E911 FEES	5/20/19	1,554.00	.00	
06275	THE FILTER SHOP	053	001069	120726						
				500-501-532.60-432	00000	SUPPLIES	5/20/19	1,141.69	.00	
04705	THOMSON REUTERS - WEST	053	001089	840112989						
				100-100-510.00-641	00000	MCQUILLAN LA	5/20/19	1,058.00	.00	
03515	TIME WARNER CABLE	053	001090	767050119						
				100-120-522.00-624	00000	CABLE SERVIC	5/20/19	8.37	.00	
09567	TIRE OUTLET INC	053	001091	MAY19						
				100-102-551.27-433	00000	REPAIRS	5/20/19	5.00	.00	
				100-140-541.00-432	00000	REPAIRS	5/20/19	25.00	.00	
				100-156-551.25-432	00000	REPAIRS	5/20/19	30.00	.00	
				200-200-531.00-432	00000	REPAIRS	5/20/19	45.00	.00	
				200-200-531.00-433	00000	REPAIRS	5/20/19	10.00	.00	
				500-501-532.60-433	00000	REPAIRS	5/20/19	20.00	.00	
				570-570-545.00-433	00000	REPAIRS	5/20/19	85.00	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
						* Invoice	Sub-Total:	220.00	.00	
04572	TM CLEANING	053	001092	175 100-121-523.00-603	00000	CLEANING	5/20/19	200.00	.00	
03988	TODD VALLEY FARMS, INC	053	001093	38754 100-156-551.25-601	00000	SUPPLIES	5/20/19	328.00	.00	
04366	TOTALFUNDS	053	001094	GENERAL 100-100-510.00-604	00000	POSTAGE	5/20/19	1,000.00	.00	
83022	TRACTOR SUPPLY CREDIT PLAN	053	001095	MAY19 100-151-551.24-601	00000	SUPPLIES	5/20/19	191.96	.00	
				100-156-551.25-431	00000	SUPPLIES	5/20/19	5.98	.00	
				205-205-533.00-432	00000	SUPPLIES	5/20/19	49.93	.00	
				205-205-533.00-601	00000	SUPPLIES	5/20/19	198.35	.00	
				205-205-533.00-609	00000	SUPPLIES	5/20/19	89.99	.00	
				500-501-532.60-601	00000	SUPPLIES	5/20/19	14.82	.00	
						* Invoice	Sub-Total:	551.03	.00	
01700	TRI COUNTY REPAIRS	053	001096	13710 570-570-545.00-433	00000	SUPPLIES	5/20/19	20.64	.00	
03541	TRUCK CENTER COMPANIES	053	001108	MAY19 100-120-522.00-433	00000	MAINTENANCE	5/20/19	439.96	.00	
				100-121-523.00-433	00000	MAINTENANCE	5/20/19	2,488.26	.00	
				200-200-531.00-432	00000	MAINTENANCE	5/20/19	943.90	.00	
				200-200-531.00-433	00000	MAINTENANCE	5/20/19	120.60	.00	
				500-501-532.60-432	00000	MAINTENANCE	5/20/19	237.84	.00	
				570-570-545.00-433	00000	MAINTENANCE	5/20/19	365.40	.00	
						* Invoice	Sub-Total:	4,595.96	.00	
05645	TSP INC	053	001097	0054725 100-150-552.00-720	00000	FRONTIER PAR	5/20/19	1,823.10	.00	
02700	TURFWERKS	053	001098	0147347 100-150-552.00-432	00000	SUPPLIES	5/20/19	160.42	.00	
04548	TWIN RIVERS VETERINARY CLINIC	053	001099	MAY19 100-110-521.00-751	00000	K-9 PROGRAM	5/20/19	112.47	.00	
				100-112-545.10-320	00000	ANIMAL CARE	5/20/19	438.00	.00	
						* Invoice	Sub-Total:	550.47	.00	
85836	TWOREK WELDING & REPAIR	053	001100	MAY19 205-205-533.00-432	00000	MAINTENANCE	5/20/19	175.00	.00	
				570-570-545.00-432	00000	MAINTENANCE	5/20/19	245.00	.00	
						* Invoice	Sub-Total:	420.00	.00	
02863	TYPHOON WASH	053	001101	168-3664 100-110-521.00-433	00000	CAR WASHES	5/20/19	55.38	.00	
00493	U & I SANITATION	053	000988	MAY 19						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-121-523.00-431	00000	GARBAGE SERV	5/20/19	49.50	.00	
				205-205-533.00-625	00000	GARBAGE SERV	5/20/19	41.75	.00	
				* Invoice Sub-Total:				91.25	.00	
87707	ULTRA GRAPHICS	051	000808	794-45858						
				100-130-555.00-602	00000	BUSINESS CAR	5/20/19	102.78	.00	
87707	ULTRA GRAPHICS	053	000989	MAY 19						
				500-500-532.50-602	00000	SUPPLIES	5/20/19	177.02	.00	
				520-520-532.70-602	00000	SUPPLIES	5/20/19	177.03	.00	
				600-600-515.50-361	00000	SUPPLIES	5/20/19	219.35	.00	
				* Invoice Sub-Total:				573.40	.00	
				** VENDOR SUB-TOTAL:				676.18	.00	
04871	UNION PACIFIC RAILROAD CO	053	001102	03080-64						
				100-100-510.00-751	00000	FIBER OPTIC	5/20/19	1,250.00	.00	
04871	UNION PACIFIC RAILROAD CO	053	001103	03081-57						
				100-100-510.00-751	00000	FIBER OPTIC	5/20/19	1,250.00	.00	
04871	UNION PACIFIC RAILROAD CO	053	001104	03077-94						
				100-100-510.00-751	00000	FIBER OPTIC	5/20/19	1,250.00	.00	
				** VENDOR SUB-TOTAL:				3,750.00	.00	
88137	UNITED STATES POST OFFICE	053	000990	MAY 19						
				500-500-532.50-604	00000	WATER/SWR BI	5/20/19	1,193.08	.00	
				520-520-532.70-604	00000	WATER/SWR BI	5/20/19	1,193.08	.00	
				* Invoice Sub-Total:				2,386.16	.00	
02210	UPS STORE	053	001070	MAY 19						
				100-156-551.25-590	00000	POSTAGE	5/20/19	37.61	.00	
				100-152-551.24-604	00000	POSTAGE	5/20/19	41.38	.00	
				* Invoice Sub-Total:				3.77	.00	
05501	US CELLULAR	051	000809	0307621397						
				160-160-555.90-624	00000	INTERNET	5/20/19	42.86	.00	
88750	USA BLUE BOOK	053	000991	MAY 19						
				100-151-551.24-432	00000	SUPPLIES	5/20/19	145.10	.00	
				520-520-532.70-432	00000	SUPPLIES	5/20/19	863.72	.00	
				520-520-532.70-610	00000	SUPPLIES	5/20/19	309.28	.00	
				* Invoice Sub-Total:				1,318.10	.00	
05201	VAN WALL EQUIPMENT INC	053	000996	1149446						
				100-155-551.25-432	00000	SUPPLIES	5/20/19	447.14	.00	
05723	VASICEK TARA L	053	000992	CITY ADMIN						
				100-104-513.00-270	00000	MILEAGE	5/20/19	67.28	.00	
06248	VENMILL INDUSTRIES	051	000810	LIBRARY						
				100-130-555.00-432	00000	DISC CLEANER	5/20/19	623.76	.00	
06237	VERIZON CONNECT NWF, INC.	053	000993	1750862						

Option:Detail Line Items Sorted by Vendor
 Include All

City of Columbus
 OUTSTANDING VOUCHER LIST

5/17/19 Pgm-GL3048
 10:53:08 Page: 31

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-102-551.27-340	00000	GPS SERVICE	5/20/19	90.85	.00	
				560-560-532.95-320	00000	GPS SERVICE	5/20/19	35.95	.00	
						* Invoice Sub-Total:		126.80	.00	
04312	VERIZON WIRELESS	053	000994	MAY 19						
				100-100-510.00-624	00000	CELL PHONES	5/20/19	418.60	.00	
				205-205-533.00-624	00000	CELL PHONES	5/20/19	70.03	.00	
				100-140-541.00-624	00000	CELL PHONES	5/20/19	44.01	.00	
				100-102-551.27-624	00000	CELL PHONES	5/20/19	26.02	.00	
				100-145-524.00-624	00000	CELL PHONES	5/20/19	175.17	.00	
				100-156-551.25-624	00000	CELL PHONES	5/20/19	44.01	.00	
				100-130-555.00-624	00000	CELL PHONES	5/20/19	.00	.00	
				100-150-552.00-320	00000	SPORTS/ACT D	5/20/19	43.14	.00	
				100-150-552.00-624	00000	CELL PHONES	5/20/19	93.01	.00	
				100-151-551.24-624	00000	CELL PHONES	5/20/19	.00	.00	
				100-152-551.24-624	00000	CELL PHONES	5/20/19	52.04	.00	
				500-500-532.50-624	00000	CELL PHONES	5/20/19	266.07	.00	
				520-520-532.70-624	00000	CELL PHONES	5/20/19	154.03	.00	
				570-570-545.00-624	00000	CELL PHONES	5/20/19	96.05	.00	
				200-200-531.00-624	00000	CELL PHONES	5/20/19	237.20	.00	
				500-501-532.60-624	00000	CELL PHONES	5/20/19	88.02	.00	
				220-220-521.51-624	00000	CELL PHONES	5/20/19	44.01	.00	
				100-120-522.00-624	00000	CELL PHONES	5/20/19	21.57	.00	
				100-121-523.00-624	00000	CELL PHONES	5/20/19	698.93	.00	
				100-110-521.00-624	00000	CPD JETPACKS	5/20/19	240.16	.00	
						* Invoice Sub-Total:		2,812.07	.00	
06230	VVS CANTEEN	053	000995	3600379308						
				100-121-523.00-601	00000	SUPPLIES	5/20/19	168.72	.00	
18993	WASTE CONNECTIONS OF NEBRASKA	053	000997	5329119						
				100-100-510.00-625	00000	GARBAGE SERV	5/20/19	65.00	.00	
				100-110-521.00-625	00000	GARBAGE SERV	5/20/19	65.00	.00	
				100-130-555.00-625	00000	GARBAGE SERV	5/20/19	65.00	.00	
						* Invoice Sub-Total:		195.00	.00	
05382	WATERPARK SPECIALTIES INC	053	000998	998						
				100-151-551.24-431	00000	WAX SLIDES	5/20/19	3,855.00	.00	
02867	WEST POINT IMPLEMENT OF	053	000999	MAY 19						
				100-156-551.25-432	00000	SUPPLIES	5/20/19	130.20	.00	
				205-205-533.00-432	00000	SUPPLIES	5/20/19	162.12	.00	
						* Invoice Sub-Total:		292.32	.00	
06246	WHITING RENEE	053	001071	MAY 19						
				100-100-510.00-270	00000	RENEE TRAINI	5/20/19	9.76	.00	
				100-145-524.00-270	00000	RENEE TRAINI	5/20/19	19.52	.00	
				200-200-531.00-270	00000	RENEE TRAINI	5/20/19	48.80	.00	
				211-211-570.00-270	00000	RENEE TRAINI	5/20/19	39.04	.00	
				500-500-532.50-270	00000	RENEE TRAINI	5/20/19	19.52	.00	
				500-501-532.60-270	00000	RENEE TRAINI	5/20/19	19.52	.00	
				520-520-532.70-270	00000	RENEE TRAINI	5/20/19	19.52	.00	

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				560-560-532.95-270	00000	RENEE TRAINI	5/20/19	19.52	.00	
						* Invoice Sub-Total:		195.20	.00	
94094	WILKE LANDSCAPE CENTER	053	001000	71553						
				100-150-552.00-608	00000	TREE PLANTIN	5/20/19	264.95	.00	
05734	WILSON & COMPANY, INC	053	001001	82377						
				200-200-531.00-730	00000	US HWY CORRI	5/20/19	2,418.02	.00	
01212	WUNDERLICH'S CATERING	053	001002	VOL FIRE						
				100-125-522.00-635	00000	MEALS	5/20/19	387.00	.00	
98491	ZEE MEDICAL SERVICE	053	001003	MAY 19						
				100-100-510.00-601	00000	SUPPLIES	5/20/19	32.55	.00	
				100-110-521.00-601	00000	SUPPLIES	5/20/19	57.75	.00	
				100-156-551.25-601	00000	SUPPLIES	5/20/19	8.35	.00	
				200-200-531.00-601	00000	SUPPLIES	5/20/19	69.65	.00	
				500-501-532.60-601	00000	SUPPLIES	5/20/19	45.95	.00	
						* Invoice Sub-Total:		214.25	.00	
04581	ZEGERS AUTOMOTIVE	053	001004	31612						
				205-205-533.00-433	00000	EQUIPMENT MA	5/20/19	112.62	.00	
01465	ZIMCO SUPPLY CO	053	001005	GOLF						
				100-155-551.25-606	00000	SUPPLIES	5/20/19	1,674.18	.00	
				100-156-551.25-606	00000	SUPPLIES	5/20/19	2,918.94	.00	
						* Invoice Sub-Total:		4,593.12	.00	
01417	ZOLL MEDICAL CORPORATION	053	001006	2865265						
				100-121-523.00-601	00000	SUPPLIES	5/20/19	112.52	.00	
								=====	=====	
						INVOICE HEADER RECORDS TOTAL:		3,038,826.18	.00	
						INVOICE DETAIL LINE ITEMS TOTAL:		3,038,826.18	.00	
						INCLUDES MANUAL CHECKS TOTALING		.00	.00	
								BALANCED		BALANCED

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lots 1 and 2, Block 222, Original City of Columbus, Platte County, Nebraska (2503-2511 5 Street) from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 9 day of May, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:09:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning Application from R-2 to R-3

RECOMMENDATION:

If the Planning Commission and City Council believe this is a good fit for the neighborhood the rezoning should be approved and Future Land Use map amended.

DISCUSSION:

We have received an application to rezone 2503-2511 5th Street Lots 1 & 2, Block 222, Original City from R-2 to R-3. Lot 1 has a duplex and if approved the owner intends to construct a second duplex that will extend over part of lot 1. The applicant has been made aware that if the property is sold in the future both duplexes would need to be sold together as one site containing Lots 1, and 2.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

By: 

Approved By: 

RE-ZONING APPLICATION

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

1. Applicant's Name: Steve Lloyds Rentals, LLC
Applicant's Address: 3221 13th Street
Columbus, NE 68601
2. Property Owner: Steve Lloyds Rentals, LLC
Address of Property: 2503-2511 5th Street
Columbus, NE 68601

Legal Description of Property:

Lots 1 & 2, Block 222, Original City of Columbus, Platte County, Nebraska

Present Zoning Classification: R-2 (Urban-Family Residential)

Requested Zoning Classification: R-3 (Multiple-Family Residential)

3. Set forth a description of the nature and operating characteristics of the proposed use:
Duplex
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See attached site plan and floor plan

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

Dated this 27th day of March, 2019.



Property Owner/Authorized Agent

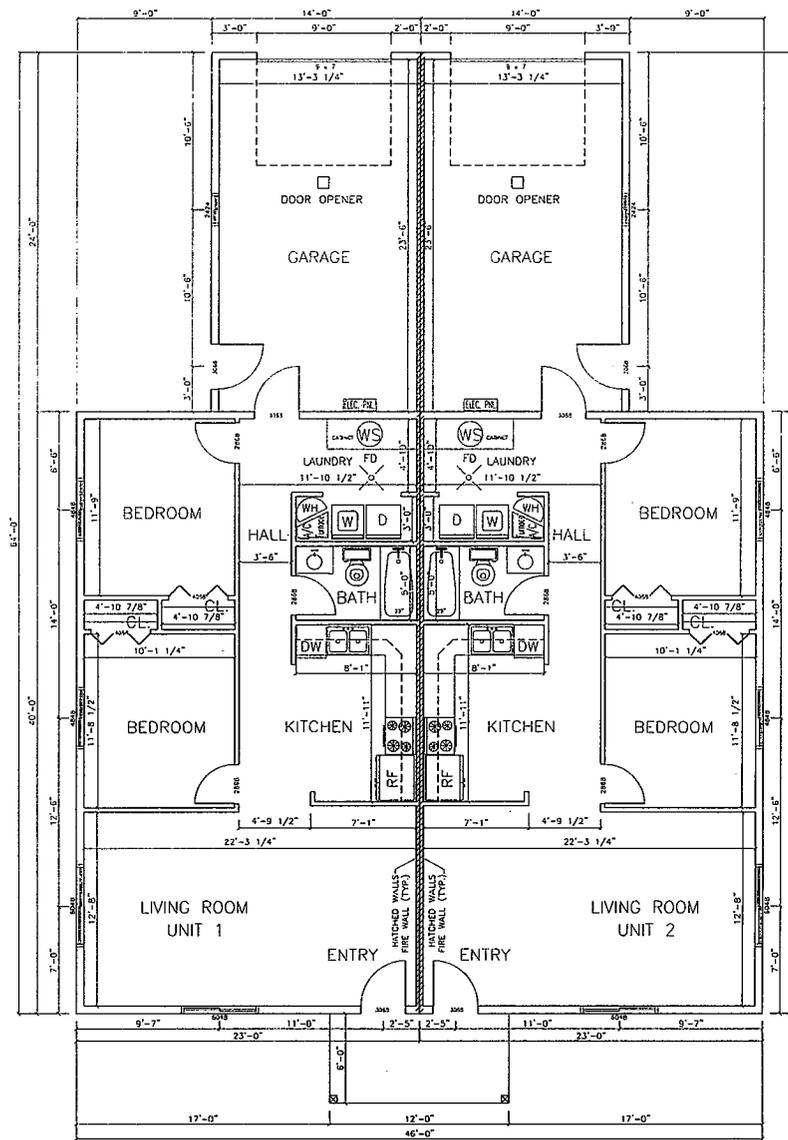
GENERAL NOTES:

ALL INTERIOR WALLS ARE SHOWN 3 1/2" (2X4 STUD WALL WITH NO DRYWALL ON EITHER SIDE).

ALL EXTERIOR HOUSE WALLS ARE SHOWN 6" THICK. (2"X6" STUD FRAMING WITH 1/2" EXTERIOR SHEETING).

ALL EXTERIOR GARAGE WALLS ARE SHOWN 6" THICK. (2"X6" STUD FRAMING WITH 1/2" EXTERIOR SHEETING).

8'-0" CEILINGS THROUGH OUT FIRST FLOOR. (UNLESS NOTED)



FLOOR PLAN

SCALE: 1/4" = 1'-0"

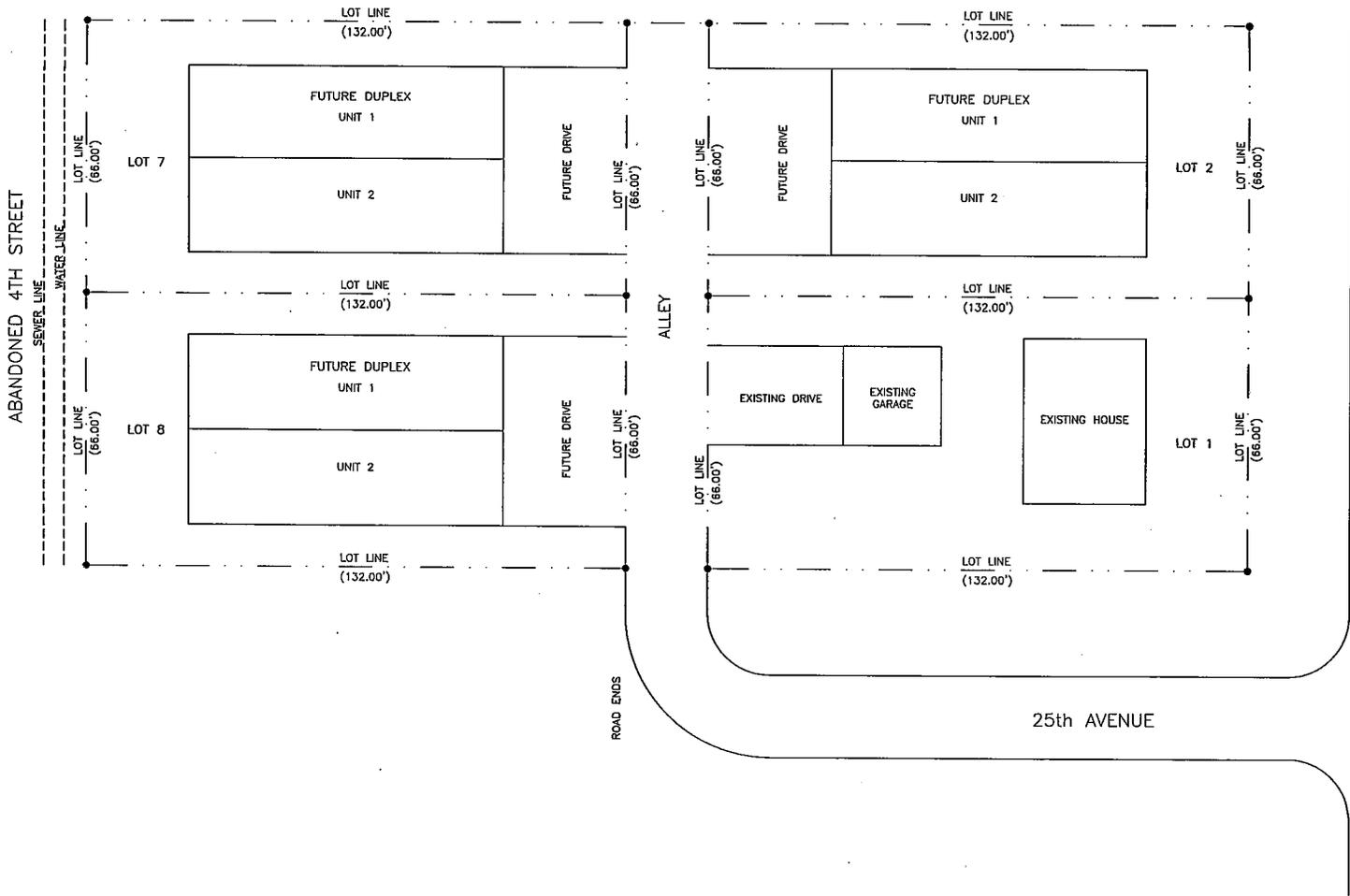
LIVING UNIT 1 SQ. FT. = 920.00
 LIVING UNIT 2 SQ. FT. = 920.00
 TOTAL SQ. FT. = 1840.00
 GARAGE UNIT 1 SQ. FT. = 336.00
 GARAGE UNIT 2 SQ. FT. = 336.00

PAGE: 4 OF: 6
 Date: May 10, 2018
 Name: Duplex_5.dwg

Steve Lloyd's Rentals LLC
 Columbus, NE

Approved By:

J. & W. RESIDENTIAL DRAING, L.L.C.
 1010 S. 17th Street, Lincoln, NE 68502
 The error and omissions liability insurance policy for this drawing was obtained from the American Institute of Architects (AIA) and is not a contract. The contract is the drawing itself. The drawing is the property of J. & W. Residential Drafting, L.L.C. and is not to be reproduced or used in any way without the written consent of J. & W. Residential Drafting, L.L.C. The client is responsible for the accuracy of the information provided to the drafter. The drafter is not responsible for the accuracy of the information provided to the client. The drafter is not responsible for the accuracy of the information provided to the client. The drafter is not responsible for the accuracy of the information provided to the client.



SITE PLAN

SCALE: 1/16" = 1'-0"

ORDINANCE NO. 19- 13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1 & 2, BLOCK 222, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

Lots 1 & 2, Block 222, Original City of Columbus, Platte County, Nebraska

from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning request should be granted and that the issuance of a change in zoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

Lots 1 & 2, Block 222, Original City of Columbus, Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow a second floor single-family apartment on the following described real estate in an "B-1" (Central Business District) zone: located in the west 60 feet of the north 22 feet of Lot 4, Block 84, Original City (2517 13 Street) and at said time and place you may appear and be heard.

Dated this 9 day of May, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:09:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 8, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit 2507 13th Street,

RECOMMENDATION:

I recommend approval of this Special Use permit to allow a single-family apartment on the 2nd story in the building located at 2507 13th Street. The property is located within the B-1 zoning district. The City has been encouraging residential development in the downtown and I believe this is a good use for the 2nd story.

DISCUSSION:

We have received an application for a Special Use permit to allow a single-family apartment in the B-1 zoning district. The dwelling will be located on the 2nd floor in conformance with Land Use regulations.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Permit

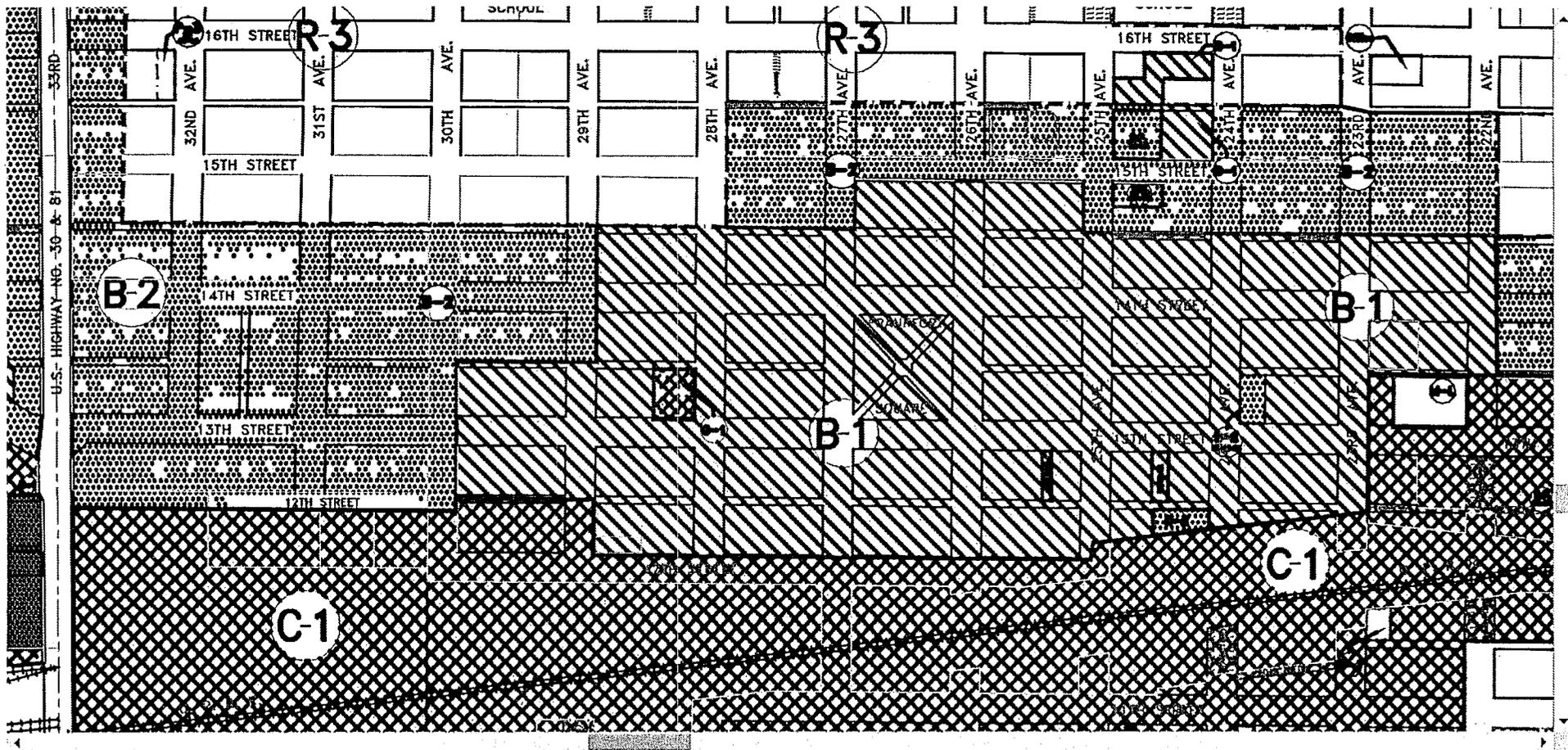
SIGNATURE:

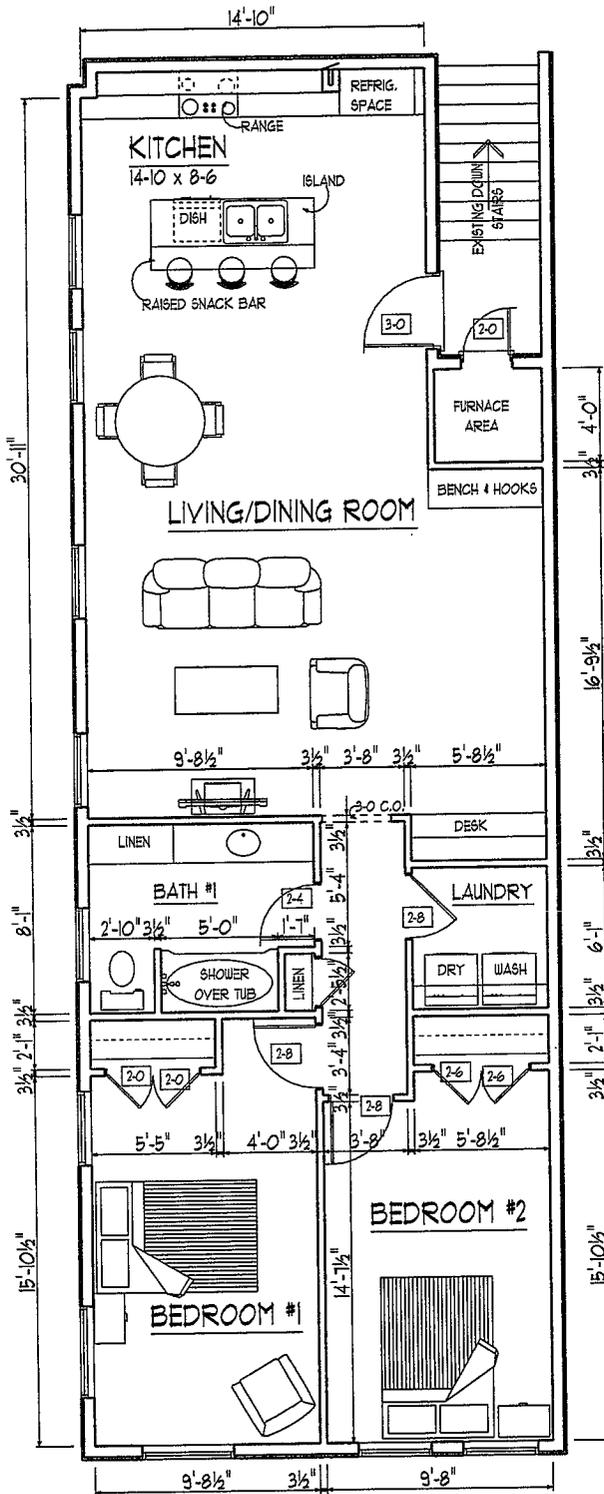
By: _____



Approved By: _____







SECOND LEVEL PLAN #1

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

ORDINANCE NO. 19-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT WITH CONDITIONS TO ALLOW FOR A SECOND FLOOR APARTMENT ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-1" (CENTRAL BUSINESS DISTRICT) ZONE: THE WEST 60 FEET OF THE NORTH 22 FEET OF LOT 4, BLOCK 84, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow for a second floor apartment on the following described real estate, to-wit:

The West 60 feet of the North 22 feet of Lot 4, Block 84, Original City of Columbus, Platte County, Nebraska

which is in a "B-1" (Central Business District) zone.

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings. In consideration of the evidence and the premises, the Mayor and City Council hereby find and determine that the issuance of said Special Use Permit with conditions will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That a Special Use Permit has been issued to allow for a second floor apartment on the following-described real estate, to-wit:

The West 60 feet of the North 22 feet of Lot 4, Block 84, Original City of Columbus, Platte County, Nebraska

which is in a "B-1" (Central Business District) zone

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

Section 3. That this Ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lot 2 and Lot 3, Mohrman 1st Subdivision, a Minor Subdivision of part of the NW1/4 SW1/4 of Section 10, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska (4281 78 Avenue) from "RR" (Rural Residential District) to "B-2" (General Commercial District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 9 day of May, 2019.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline
City Clerk

Publish: 05:09:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 9, 2019
FROM: Daniel Cutis
TO: City Administrator Tara Vasicek
RE: Rezoning Application from RR to B-2

RECOMMENDATION:

I recommend approval of this rezoning and to amend the Future Land Use map accordingly.

DISCUSSION:

We have received an application to rezone Lots 2, and 3, Morhrman 1st Sub. from RR to B-2 for future commercial development. If the applicant wants convenience storage or outside vehicle storage Special Use permits will need approved by the City Council.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: _____

Approved By: _____




RE-ZONING APPLICATION

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

FILED

Applicant's Name: Larry G. & Lois J. Mohrman APR 17 2019

Applicant's Address: 22624 235th Ave.
Columbus, NE 68601

**CITY CLERK
COLUMBUS, NEBR.**

Applicant's Phone# (402) 606-9205

Applicant's E-Mail larry.mohrman@gmail.com & jacitessendorf@yahoo.com

Property Owner: Larry G. & Lois J. Mohrman

Address of Property: 4281 78th Ave, Columbus, NE 68601

Legal Description of Property:

Lot 2 and Lot 3, Mohrman 1st Subdivision, a Minor Subdivision of part of the NW1/4 SW1/4 of Section 10, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska.

Present Zoning classification: R-R

Requested Zoning classification: B-2

Description of the reason for the Re-zoning Application:

This property is currently used as irrigated farmland and zoned as Rural Residential. The applicants desire to use Lot 2 for future Vehicle Storage and Convenient Storage. Lot 3 will serve as a buffer between Lot 2 and adjacent farmground.

Nature and operating characteristics of the proposed use: See attached.

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

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

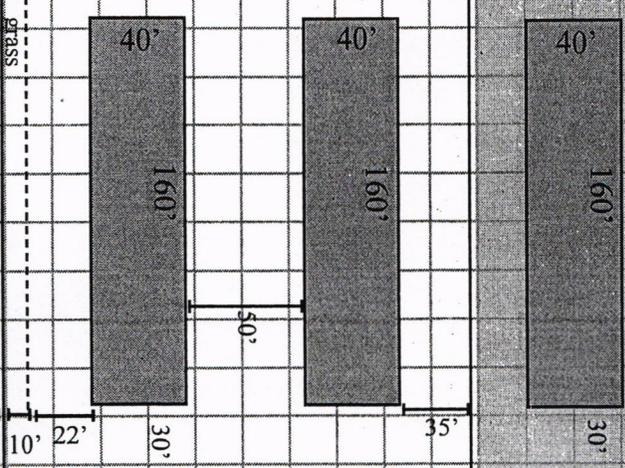
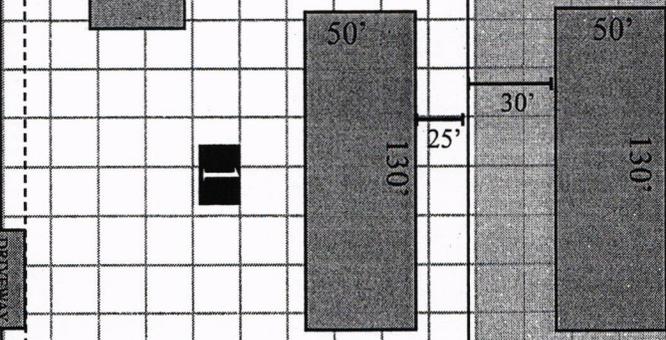
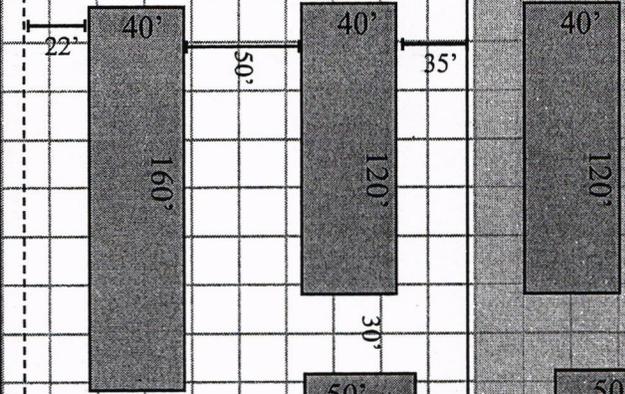
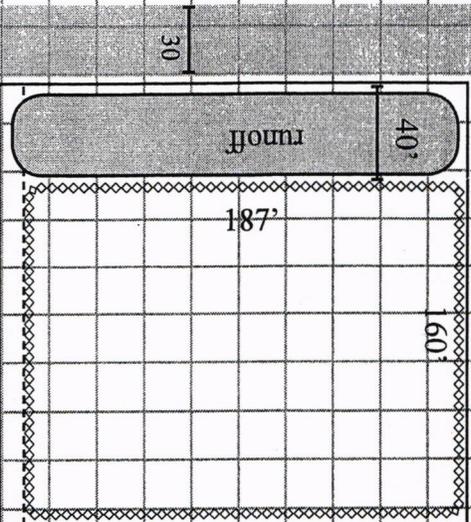
Dated the 17th day of April, 2019

Larry Mohrman
Property Owner

Lois Mohrman
Property Owner



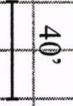
MOHRMAN 1ST EDITION



3

2

1



ROAD/DITCH

DRIVERWAY

GLASS

197'

100'

150'

33'

10'

22'

30'

35'

30'

40'

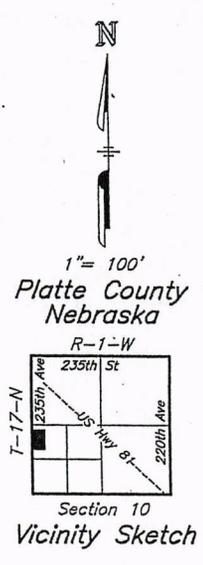
Mohrman 1st Subdivision
 a Minor Subdivision of part of the NW1/4 SW1/4
 Section 10, T17N, R1W, Platte County, Nebraska

David Fogels
 REGISTER OF DEEDS
 PLATTE COUNTY, NE
 Fee: \$16.00
 ORIGINAL FILED IN PLAT
 CABINET A, SLIDE 58

Surveyor: **TREMEL SURVEYING INC.**
 1 Driftwood Drive
 Columbus, Nebraska 68601
 Ph. 402.563.4589
 Fax. 402.563.3922

Engineer: **Merlin Lindahl**
 9271 18th Avenue
 Columbus, Nebraska 68601
 Ph. 402.910.6609

Developer: **Larry Mohrman**
 22624 235th Avenue
 1471 26th Avenue
 Columbus, Nebraska 68601
 Ph. 402.563.7933



-Legend-

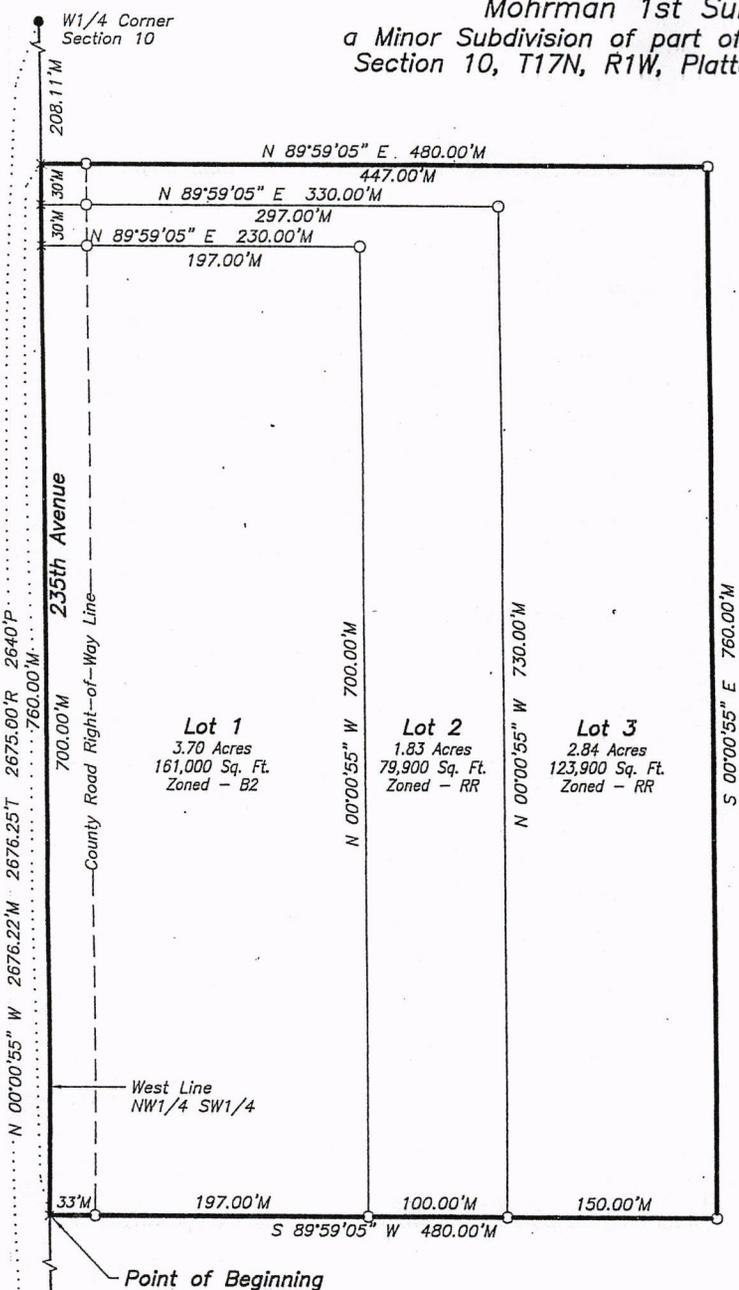
- Found Monument
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- × Computed Location
- M Measured this Survey
- R Recorded Measurement L.F. Gottschalk
- T Recorded Measurement T.A. Tremel, L.S. #455
- P Plat Measurement General Land Office

Note: All Bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W.

Field Notes:

W1/4 Corner, Section 10 T17N, R1W - found 5/8" iron bar as recorded by T.A. Tremel, L.S. #455; March 5, 2004.
 Ties: 34.14' East to "X" nails in corner fence post
 37.25' NE to "X" nails in power pole
 42.45' SE to 5/8" x 24" rebar with plastic survey cap
 2.2' North to range of fence East
 2' East to centerline of 235th Avenue North & South

Southwest Corner, Section 10, T17N, R1W - found 1" iron pipe, 0.5' deep, as recorded by T.A. Tremel, L.S. #455, June 18, 2004.
 Ties: 2.04' East to "X" nails in power pole
 28.23' West to near face of telephone riser box
 36.11' West to "X" nails in brace post
 170.56' North to road PI (SLR #12)
 On range of fence West



Description:

A tract of land located in the NW1/4 of the SW1/4, Section 10, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the Southwest corner of said NW1/4 SW1/4; thence N 00°00'55" W, 370.00 ft. on the West line of said NW1/4 SW1/4 to the point of beginning; thence continuing N 00°00'55" W, 760.00 ft. on the West line of said NW1/4 SW1/4; thence N 89°59'05" E, 480.00 ft.; thence S 00°00'55" E, 760.00 ft.; thence S 89°59'05" W, 480.00 ft. to the point of beginning, containing 8.37 acres more or less, which includes 0.58 acres used for county road purposes.

Surveyor's Statement:

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this subdivision was surveyed under my direct supervision and is correct to the best of my knowledge and belief.

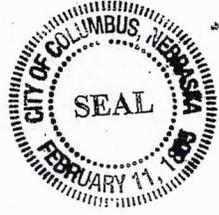
Thomas A. Tremel
 Thomas A. Tremel, L.S. #455
 February 18, 2019

City of Columbus Approval:

Mohrman 1st Subdivision, a minor subdivision of the NW1/4 SW1/4, Section 10, T17N, R1W of the 6th P.M., Platte County, Nebraska.

This 27 day of February, 2019

Janet Schmitt City Administrator
Janelle Kline City Clerk



MOHRMAN 1ST SUBDIVISION NW1/4 SW1/4 SECTION 10 T17N R1W PLATTE COUNTY NEBRASKA		
TAT	TA TREMEL	02/18/2019
DRAWN	SURVEYED	DATE

TREMEL IS SURVEYING
 INCORPORATED

No. 1 Driftwood Drive - Columbus, NE 68601
 Phone (402) 563-4589 - Fax (402) 563-3922

ORDINANCE NO. 19- 15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO RE-ZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 2 AND LOT 3, MOHRMAN 1ST SUBDIVISION, A MINOR SUBDIVISION OF PART OF THE NW1/4 SW1/4 OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following described real estate, to wit: Lot 2 and Lot 3, Mohrman 1st Subdivision, a Minor Subdivision of part of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 10, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, be rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District), and to amend the Future Land Use Map as well as the Zoning Map, which are attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification; and

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

WHEREAS, the Planning Commission has held a public hearing thereon, has heard all persons appearing at such hearing and in consideration of the evidence and premises has voted to recommend approval of such request; and

WHEREAS, the Mayor and City Council have held a public hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that the rezoning request should be granted and that the issuance of a change in the zoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the request to rezone and reclassify the following-described real estate, to-wit:

Lot 2 and Lot 3, Mohrman 1st Subdivision, a Minor Subdivision of part of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 10, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska,

from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) be and the same is hereby approved.

Section 2. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, under Ordinance No. 96-08, as amended, dated March 18, 1996, and adopted August 4, 1997, as the Official Zoning code of Columbus by Ordinance No. 97-17, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 3. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 4. That this Ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Curtis, Daniel

From: Jacqueline Tessororf <jacitessororf@yahoo.com>
Sent: Friday, May 10, 2019 11:03 AM
To: Curtis, Daniel
Subject: Foreman Construction

Dan-

At this time I would like to withdraw the request to rezone the old Bomgaars to Light Industrial. We will be preparing a Special Use Permit request to be filed in the near future.

Jacqueline M. Tessororf

Tessororf & Tessororf, P.C.

2362 26th Ave

PO Box 925

Columbus, NE 68602-0925

Ph: (402) 564-8555

Cell: (402) 276-2411

Fax: (402) 564-8557

jacitessororf@yahoo.com

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lot 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the north 60 feet, the west 30 feet, and the south 5 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska (3920 23 Street) from "B-2" (General Commercial District) to "ML/C-1" (Light Industrial District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 9 day of May, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:09:19
Two Affidavits of Publication

RE-ZONING APPLICATION

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

FILED

Applicant's Name: Foreman Lumber

APR 17 2019

Applicant's Address: 5109 Howard Boulevard

Columbus, NE 68601

CITY CLERK
COLUMBUS, NEBR.

Applicant's Phone# (402) 910-1615

Applicant's E-Mail craig@foremanlumber.com

Property Owner: Foreman Lumber

Address of Property: 3920 23rd St., Columbus, Nebraska 68601

Legal Description of Property:

Lot 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30.00 feet, and the South 5 feet, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

Present Zoning classification: B-2

Requested Zoning classification: ML/C-1

Description of the reason for the Re-zoning Application:

This property is currently vacant land. In the future, the applicant plans to construct a building for commercial storage.

Nature and operating characteristics of the proposed use:

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

See attached site plan.

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

Dated the 17th day of April, 2019.

C. M. A.
Property Owner

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: May 14, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name of **Eric Kluever** for appointment to the Fire Lieutenant position. Per Council Rules, the two week waiting period is waived for an appointment of a paid Firefighter. Mr. Kluever was one of three candidates that were certified by the Civil Service Commission at their meeting held April 18, 2019.

Eric Kluever has studied at the University of Nebraska – Lincoln, Southeast Community College – Lincoln, and Central Community College in Columbus, as well as the Nebraska State Fire School. He has been employed as a Firefighter for the Columbus Fire Department since 2004, and was previously employed at Midwest Medical Transport as an EMT. He holds his Paramedic license, and is Firefighter 1 Certified. He was the primary trainer in department policies and procedures for the last 5 shift hires, and he has been serving as Interim Lieutenant for the last several months.

Eric is involved in the community with local youth sports, church organizations, the Real Estate Committee, the Project 2020 Building Committee, and the Knights of Columbus.


James B. Bulkley, Mayor

Committee/AppointReappoint/FireChief



The City of **Columbus**

PUBLIC WORKS DEPARTMENT
Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: May 13, 2019
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of New 2019 Chevrolet Malibu 4 Door Sedan from Husker Auto Group For Community Development Department

RECOMMENDATION:

Accept attached State Of Nebraska Contract low quote for a 2019 Chevrolet Malibu 4 Door Sedan from Husker Auto Group from Lincoln, Nebraska, in amount of \$19,656.00.

DISCUSSION:

Attached you will find State Of Nebraska Quote #14859 OC related to the purchase of one new 2019 Chevrolet Malibu, 4 Door Sedan. The purchase of this unit was approved in the 2018/2019 CIP Budget. The Building Department CIP Budgeted amount is \$20,000.00.

This is a new unit will be added to the City's Fleet due to added City personnel.

The City will purchase this unit thru the State of Nebraska Contract #14859 OC that the state agency offers competitively solicited purchasing bid contracts. Bid process has been processed for the state and city government agencies.

FISCAL IMPACT: CIP budgeted \$20,000.00

ALTERNATIVES: Do not purchase and have no transportation for City Code Inspection Personnel to make onsite visits.

SIGNATURES:

CONCURRENCE:



Community Development Director

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator



STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14859 OC
Secondary E15 Award

PAGE 1 of 2	ORDER DATE 09/17/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 18, 2018 THROUGH OCTOBER 17, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5847 OF

Contract to supply and deliver 2019 OR CURRENT PRODUCTION YEAR, COMPACT 4 DOOR SEDAN FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 18, 2018 through October 17, 2019.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Malibu LS

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@huskerautogroup.com

This is the first renewal of the contract as amended. (vc 09/17/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	COMPACT 4 DOOR SEDAN E15 COMPLIANT 2019 or Current Production Year Compact 4 Door Sedan E15 Compliant	20.0000	EA	17,457.0000 <u>2,159.00</u> 19,656.00
	E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/ 85% Unleaded gasoline without additional change or conversion.)			

Make: Chevrolet
Model: Malibu

9/24/18
JULIE SCHILTZ 9/20/18
BUYER
MATERIEL ADMINISTRATOR

Sliva, Chuck

Subject: FW: [EXTERNAL] State bid pricing Chevy Malibu

From: Sliva, Chuck
Sent: Tuesday, May 14, 2019 4:34 PM
To: 'Ames, Chuck' <CAmes@HuskerAutoGroup.com>
Subject: RE: [EXTERNAL] State bid pricing Chevy Malibu

Thank you.

From: Ames, Chuck <CAmes@HuskerAutoGroup.com>
Sent: Tuesday, May 14, 2019 4:33 PM
To: Sliva, Chuck <sliva@columbusne.us>
Subject: RE: [EXTERNAL] State bid pricing Chevy Malibu

Chuck, Your cost is \$17,457.00 plus any extra option you might want, See the line items. The Pickups that you would be looking are Orderable off the Current State Contract until 10/12/19.

Thanks
Chuck Ames

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE
2 of 2
BUSINESS UNIT
9000

ORDER DATE
09/17/18
BUYER
JULIE SCHILTZ (AS)

VENDOR NUMBER: 500864

CONTRACT NUMBER
14859 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Series, Code, Trim Level: Malibu - 1ZC69-1FL/LS Engine: LFV 1.5L Turbo DOHC Delivery time after receipt of order (number/days): 35/120 days MSRP as bid: \$24,072.50			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
2	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	20.0000	EA	169.0000
3	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	20.0000	EA	0.0000
4	REVERSE SENSING SYSTEM DEALER INSTALLED	20.0000	EA	597.0000
5	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	500.0000 875.00
6	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED	20.0000	EA	309.0000
7	REAR VISION CAMERA IF NOT STANDARD EQUIPMENT	20.0000	EA	249.0000

\$ 2,199.00

BUYER INITIALS



HUSKER AUTO SMALL BUSINESS COMMERCIAL FLEET DEPT.

CHUCK AMES, DIRECTOR | C-402-610-0465 R-402-479-7576 FAX 402-479-7658 |
comes@huskerauto group.com

(White)

[Fleet] 2019 Chevrolet Malibu (1ZC69) 4dr Sdn (6)





The City of Columbus

PUBLIC WORKS DEPARTMENT
Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: May 13, 2019
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of New Ford F250 4X4 Pickup Truck with Plow Package for Public Works Department - Street Division

RECOMMENDATION:

Accept attached State of Nebraska Contract #15033 low quote for a new 2019 Ford F250 4x4 Regular Cab Pickup in the amount of \$29,276.00. Low State bid is from Anderson Auto Group from Lincoln, Nebraska.

DISCUSSION:

Attached you will find State of Nebraska Contract #15033 quote related to the purchase of one new F250 4x4 Pickup. The purchase of this unit was approved in the 2018/2019 CIP Budget. The Street Division CIP budgeted amount is \$30,000.00.

The old 2006 Unit has 115,000 miles and is in poor condition. It is to be auctioned off at the next City Auction after a new unit is on site.

The City would purchase this new unit thru Contract #15033 that the state agency offers competitively solicited purchasing bid contracts that have been already done for state and city governments.

FISCAL IMPACT: CIP budgeted \$30,000.00.

ALTERNATIVES: Retain unit and endure costly repairs.

SIGNATURES:

CONCURRENCE:

Finance Director

RECOMMENDATION BY:

Public Works Director

APPROVED BY:

City Administrator



ANDERSON

www.AndersonAutoGroup.com

May 10th, 2019

Chuck Sliva
Public Works Director
City of Columbus
2424-14 Street
Columbus, NE
402-562-4260

State Contract 15033 OC

- 2019 Ford F250 4x4 Regular Cab Diesel: \$36,676
- Deduction for 6.2L gas engine: (-\$6,485)
- Automatic Transmission—standard
- xlt package—standard
- tow package—standard
- long box—standard
- Snow plow package minus blade: \$285
- Tailgate step: \$395
- White exterior—standard
- 40/20/40 gray cloth interior—standard

Total Price: \$30,871

****XL Package (work truck with power equipment group and same options above: \$29,276****

Bobby Colclasure

*Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521*

Because People Matter...
We will serve your needs by always doing what is right.



LINCOLN



mazda

LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



The City of Columbus

PUBLIC WORKS DEPARTMENT

Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: May 13, 2019

TO: City Administrator/Mayor/City Council

FROM: Chuck Sliva, Public Works Director

SUBJECT: Purchase of New CCTV Transporter Assembly for Camera
For Wastewater Collection/Water Utility Division of Public Works Department

RECOMMENDATION:

Accept attached Sourcewell / HGAC Contract low quote for Closed Circuit Televised Camera Transporter pricing from Municipal Pipe Tool Company from Hudson, Iowa, in amount of \$9,300.00.

DISCUSSION:

Attached you will find the Municipal Pipe Tool Company quote related to the purchase of one new Ultra Shorty Sewer Camera Transporter. The purchase of this unit was approved in the 2018/2019 CIP Budget. The CIP #19-217 Budgeted amount is \$10,000.00.

This unit is needed by City Staff to access smaller lined sewer mains for follow-up inspections.

The City will purchase this unit thru an HGAC Contract. This is a government procurement group that has competitively solicited cooperative purchasing bid contracts. Bid process has already been processed for city government agencies.

FISCAL IMPACT: CIP budgeted \$10,000.00.

ALTERNATIVES: Do not purchase and restrict inspection follow-ups by City Personnel.

SIGNATURES:

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator





" We Protect the Environment "

515 5TH STREET ~ PO BOX 398
 HUDSON, IOWA 50643
 Phone: 319-988-4205
 Fax: 319-988-3506

Quotation

Quote Number:
4235

Quote Date:
Apr 30, 2019

Quoted to:

Page:
1

CITY OF COLUMBUS
 4528 -19th St.
 COLUMBUS, NE 68601

Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
COLUMcity	5/30/19	Net 15 Days	06ROBINSON

Quantity	Description	Unit Price	Extension
1.00	TX360 - TRANSPORTER ASSY, M/C, 6", USIII	8,900.00	8,900.00
1.00	TX342 - CABLE ASSY, 4-PIN, WTRIII/USIII, 8.5"L	95.00	95.00
1.00	TX343 - CABLE ASSY, 12P>8P, WTR3/US3/OZ3	230.00	230.00

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal	9,225.00
Sales Tax	
Freight	75.00
Total	9,300.00

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell _____

The City of **Columbus**

MEMORANDUM

DATE: May 16, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Electronic Equipment for Fiber Optics Network

RECOMMENDATION:

I recommend approval of the electronics equipment State contract bid pricing proposal for the fiber optics network at the police, fire, city hall, library, aquatics center, E911 communications center, south water plant, water tower, central maintenance facility, data center (old police dept), and community center.

DISCUSSION:

The electronics equipment required to allow interconnectivity for fiber optics linked to the above referenced locations.

FISCAL IMPACT:

Total: \$161,409.60. Broken down \$125,760 part of CIP 19-9; \$17,179.20 part of CIP 19-205; and \$18,470.40 part of CIP 19-204.

ALTERNATIVE:

None

CONCURRENCE:

By: Mark J. Sobush

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



SOLUTION PROPOSAL

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

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

Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Main Switches w Services
Proposal #: PR359322.2

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

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



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

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

Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Main Switches w Services
Proposal #: PR359322.2

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

Part #	Description	Qty	Ext. Sale Price
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C9300-NM-NONE	No Network Module Selected	1	\$0.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	1	\$0.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00

Part #	Description	Qty	Ext. Sale Price
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	1	\$0.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C9300-NM-NONE	No Network Module Selected	1	\$0.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	1	\$0.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00

Part #	Description	Qty	Ext. Sale Price
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
C9300-STACK-NONE	No Stack Cable Selected	1	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	1	\$2,841.60
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
C9300-STACK-NONE	No Stack Cable Selected	1	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	1	\$0.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1	\$0.00
C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License 36 Months	1	\$964.80
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	1	\$2,841.60
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
C9300-STACK-NONE	No Stack Cable Selected	1	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	1	\$0.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1	\$0.00
C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License 36 Months	1	\$964.80
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00
C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	1	\$1,478.40
C9200-NW-A-24	C9200 Network Advantage, 24-port license	1	\$0.00
PWR-C5-600WAC/2	600W AC Config 5 Power Supply - Secondary Power Supply	1	\$1,008.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9200-DNA-A-24	C9200 Cisco DNA Advantage, 24-port Term Licenses	1	\$0.00
C9200-DNA-A-24-3Y	C9200 Cisco DNA Advantage, 24-Port, 3 Year Term License 36 Months	1	\$964.80
C9200-NM-4G	Catalyst 9200 4 x 1G Network Module	1	\$244.80

Part #	Description	Qty	Ext. Sale Price
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	2	\$955.20
C9200-48P-A	Catalyst 9200 48-port PoE+, Network Advantage	1	\$3,105.60
C9200-NW-A-48	C9200 Network Advantage, 48-port license	1	\$0.00
PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	1	\$1,512.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9200-NM-4G	Catalyst 9200 4 x 1G Network Module	1	\$244.80
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	2	\$955.20
C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	1	\$1,478.40
C9200-NW-A-24	C9200 Network Advantage, 24-port license	1	\$0.00
PWR-C5-600WAC/2	600W AC Config 5 Power Supply - Secondary Power Supply	1	\$1,008.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9200-DNA-A-24	C9200 Cisco DNA Advantage, 24-port Term Licenses	1	\$0.00
C9200-DNA-A-24-3Y	C9200 Cisco DNA Advantage, 24-Port, 3 Year Term License 36 Months	1	\$964.80
C9200-NM-4G	Catalyst 9200 4 x 1G Network Module	1	\$244.80
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	2	\$955.20
HW INFRASTRUCTURE ACTIVITY	HW SERVICES INSTALL/IMPLEMENT	1	\$30,600.00

Subtotal: \$125,760.00

Shipping and Handling: \$0.00

Total: \$125,760.00

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

This proposal is valid if ordered on or before 06/14/2019.

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

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

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

Agreement Type: Customer Agreement
 Agreement Number: 34239-CA



PURCHASE AUTHORIZATION

Pricing for these services is included in this proposal, but a separate Statement of Work between Customer and Sirius will need to be executed for these Services

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

Accepted by:
CITY OF COLUMBUS

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Bonnie M. Cerrito

Printed Name

Title of Authorized Representative

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



SOLUTION PROPOSAL

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

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

Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Fire Station
Proposal #: PR359322.3

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

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

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

Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Fire Station
Proposal #: PR359322.3

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

Part #	Description	Qty	Ext. Sale Price
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$600.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	1	\$4,814.40
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C9300-NM-NONE	No Network Module Selected	1	\$0.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	1	\$0.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	1	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00

Subtotal: \$17,179.20

Shipping and Handling: \$0.00

Total: \$17,179.20

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

This proposal is valid if ordered on or before 06/14/2019.



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

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

Agreement Type: Customer Agreement
Agreement Number: 34239-CA

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

Accepted by:
CITY OF COLUMBUS

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Bonnie M. Cerrito

Printed Name

Title of Authorized Representative

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



SOLUTION PROPOSAL

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

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

Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Police Department
Proposal #: PR359322.4

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

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

Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, TX 78216
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Quote Date: 05/15/19
Expires: 06/14/2019
Fiber Ring Project Police Department
Proposal #: PR359322.4

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

Part #	Description	Qty	Ext. Sale Price
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	1	\$5,304.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	1	\$0.00
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	1	\$912.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	\$1,224.00
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	1	\$5,304.00
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	1	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	1	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License 36 Months	1	\$1,809.60
C9300-NM-NONE	No Network Module Selected	1	\$0.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	1	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$0.00
C9300-SSD-NONE	No SSD Card Selected	1	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	1	\$0.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$45.60
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$0.00
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	1	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	1	\$0.00
S9300UK9-166	CAT9300 Universal image	1	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$48.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	\$1,920.00

Subtotal: \$18,470.40

Shipping and Handling: \$0.00

Total: \$18,470.40

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

This proposal is valid if ordered on or before 06/14/2019.



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

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

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

Agreement Type: Customer Agreement
Agreement Number: 34239-CA

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

Accepted by:
CITY OF COLUMBUS

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Bonnie M. Cerrito

Printed Name

Title of Authorized Representative

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



City Of Columbus

Columbus Public Safety Facility Amag Phase 1 revised with adds 5.15.2019

45285-9-0
Dated: 5/16/2019

Prepared for:
Matt Soukup

Customer: City Of Columbus
Site: 2310 14 Street
Columbus, NE, 68601
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Proposal #: 45285-9-0
Dated: 5/16/2019

Columbus Public Safety Facility Amag Phase 1 revised with adds 5.15.2019

Scope of Work

Reader Doors

Vestibule 100C, Lobby 101B, Stairs ST1, Vestibule 141A, Garage Long Range, Garage OHD, Garage 118B, Garage to Corridor 118B in/out, Corridor 126A, TLT 127B, TLT 129A, Lobby 200B, Lobby 200C, Lobby 237A, Training to Corridor 237B
Evidence Tech 107B, Firearm Evidence 112A, Drug Evidence 113A, Garage Evidence Drop 116B, Garage Evidence Drop 117B

Cameras With Audio

Lobby, INTRV 102, INTRV 103, INTRV 157, INTRV 158, INTRV 159, Garage 118, Corridor 126, HLD 30, INRTV 131, Cell 133, Cell 134, Cell 134, Cell 135, Corridor 132, JV HLD 128, JV OBS 127, POLYG 213

Exterior Cameras

Northwest Corner MultiView Camera, Southeast Corner MultiView Camera

Intercom

Vestibule 100, Gate

Panic Button

Vestibule 100

Record Button

POLYG 213

Exterior "Drop Zone" Camera and Audio

An exterior camera will cover the first front area parking stall and will record the associated audio with the designated recorded area video.

Indicator Lights

The indicator lights for the holding area TLT room have been included and will be integrated with the card readers for the TLT entry doors.



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Proposal #: 45285-9-0
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SEI to provide and install ALL access control composite cable. All camera wire to be installed by Heartland Communication.

SEI to install devices and terminate at the device and Head End.

All programming and training to be done by SEI.

Customer to provide server for the access system and servers for the video management system.

SEI to work in coordination with the city to provide server minimum specifications as established by the access and video manufacturer.

With the change in the gate location, the card reader was changed to a long range reader.

Customer: City Of Columbus
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Proposal #: 45285-9-0
Dated: 5/16/2019

Schedule of Protection

Access Control

QTY	Description
1	ID Printer, Basic Bundle, Includes DTC1250E Single-Sided ID Card
2	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
6	Battery
2	M2150 8DBC Controller Board Only
2	M2150 8DC Controller Board Only
21	RP40 SE Multiclass Reader, Black
18	Request to Exit Sensor
17	1" Recessed Contact, Gray
1	Professional 32 Reader Software
1	M2150 Network Interface Module
4	Symmetry Wiegand Interface Module (WIM) 8
50	SmartCard Booster 2G
2	Accessory, Weather Protection Hood, Ultimate
2	M2150 8 Input/4 Output Module
22	SEi Labor to integrate into existing door locks
2	License
1	Time Delay Module
50	Card, iCLASS Programmed with SIO
1	OHD Contact, Track Mount for 2.5"-4" Track Size
1	Trigger Relay
2	Reader, 33 Foot Read Range
2800	Plenum Access Control Composite Cable, Yellow
300	18/6 Stranded, Shielded Direct Burial Wire

Video

QTY	Description
8	Corner Network Camera, Day/Night, IP66, IK10, 1/2.8 Inch CMOS, 3 Megapixel, 20 FPS @ 2048 x 1536, 2.8-8mm Varifocal Lens, 940nm IR, 10m, Smart IR, WDR Pro(110 dB), Dual (H.264/MJPEG), Built-In Microphone, MicroSD/SDHC/SDXC Card Slot, SNV, UL, DC 12VAC /24V PoE Class 2 *Power Adaptor Not Included*
20	Care Plus
9	P3375-LV 1080P FXD DME DAY/ NGT
1	Base License, XProtect Professional+
20	Device License, XProtect Professional+
2	8MP Multisensor Camera - P3717-PLE
2	AXIS T94N01D Ceiling Mount
2	Wall Mount
2	Corner Bracket

Intercom

QTY	Description
2	Care Plus
2	Network Video Door Station
2	Device License, XProtect Professional+

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Proposal #: 45285-9-0
Dated: 5/16/2019

Panic Button

QTY	Description
1	Stopper Station Button, With Universal Stopper Cover, Flush Mount, With Horn, STI-13020, Momentary, Text Reads "EMERGENCY", Red
1	Corridor Light
150	18/4 Non-Shielded Plenum Cable

Record Button

QTY	Description
1	Microphone, Vandal Resistant, Electret Condenser, Line Level,
1	Record Button
200	18/4 Non-Shielded Plenum Cable
1	Interface Adapter
50	18/2 Plenum Shielded Wire

Drop Camera and Microphone

QTY	Description
1	5MP, Outdoor, 4.3-8.6MM, Varifocal, IP, Dome Camera
1	Pendant Kit
1	Wall Mount
1	Outdoor Microphone
25	18/2 Plenum Non Shielded Wire

Indicator Light

QTY	Description
2	Remote Plate, 1/2 Inch Diameter Red LED, 6 Inch Red & Black Lead

Investment Summary

Deposit Due in Advance	\$63,430.00
Balance Due Upon Completion	\$63,430.00
Monthly Recurring	\$125.00
Total Proposal Amount	\$126,860.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Installation and Service Agreement

THIS AGREEMENT is made May 16, 2019, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 2310 14 Street, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (AMAG Software Support, PMA Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$126,860.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$125.00 plus tax, if applicable per month for the lease or purchase of the system. AMAG Software Support, PMA Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Columbus

Signature: _____
Date: _____
Print Name: Matt Soukup
Title: _____
Email: Msoukup@Columbusne.Us

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEi an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEi after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEi may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEi shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEi shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEi shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEi in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEi may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEi under this Agreement at law or equity, SEi shall be entitled to retain all prepayments received and Customer shall immediately pay to SEi (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEi due to such default based on a time and material basis at SEi's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEi shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEi is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEi for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEi, Customer agrees to provide written notice to SEi specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEi to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEi cures any said breach as provided herein, this Agreement shall continue unabated and SEi shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEi. Customer understands and agrees that SEi may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEi only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEi's monitoring facility as a result of any cause other than SEi's sole negligence, Customer authorizes SEi to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEi's right to damages, and SEi shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEi and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEi of such hidden objects, failing which SEi and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEi and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEi and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEi to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEi.
- 10. SEi Duty Concerning Property of Others.** Customer agrees that SEi has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEi provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEi shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEi incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEi to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEi for all such costs incurred by SEi.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEi's monitoring facility's ability to receive, or understand, data will be dependant upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____

A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEi is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEi's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEi dispatches an agent, Customer shall pay SEi's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

J. Right to Subcontract. SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEi in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEi are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

F. Key Service. If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PARTS SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

The City of **Columbus**

MEMORANDUM

DATE: May 15, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Sewer Rehabilitation 2019
Grant 16-CD-201

RECOMMENDATION:

I recommend approval of the plans, specifications, cost estimate in the amount of \$215,000 for the above-referenced project, and to authorize staff to advertise for bids.

DISCUSSION:

The project is on 48th Avenue from 11th to 23rd Streets and on 11th Street from 48th Avenue to Munroe Avenue. Work includes cast-in-place resin-impregnated flexible tube lining of existing 12-inch diameter sanitary sewer main, manhole spray-on lining, and related work. This segment of main has failed a number of times due to sewer gases which build up when sewerage is not flowing properly. The cured in place liner will extend the life of the jointed pipes and provide better flows and ease of maintenance.

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

FISCAL IMPACT:

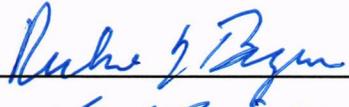
City required match for Community Development Block Grant 16-CR-201. 2018-2019 budget CIP #19-213 in the amount of \$215,000.

Design and construction phase services internally by the Engineering Department.

ALTERNATIVE:

Do not approve. If not approved, matching CDBG grant money would need to be obtained from General Fund/Sales Tax.

SIGNATURE:

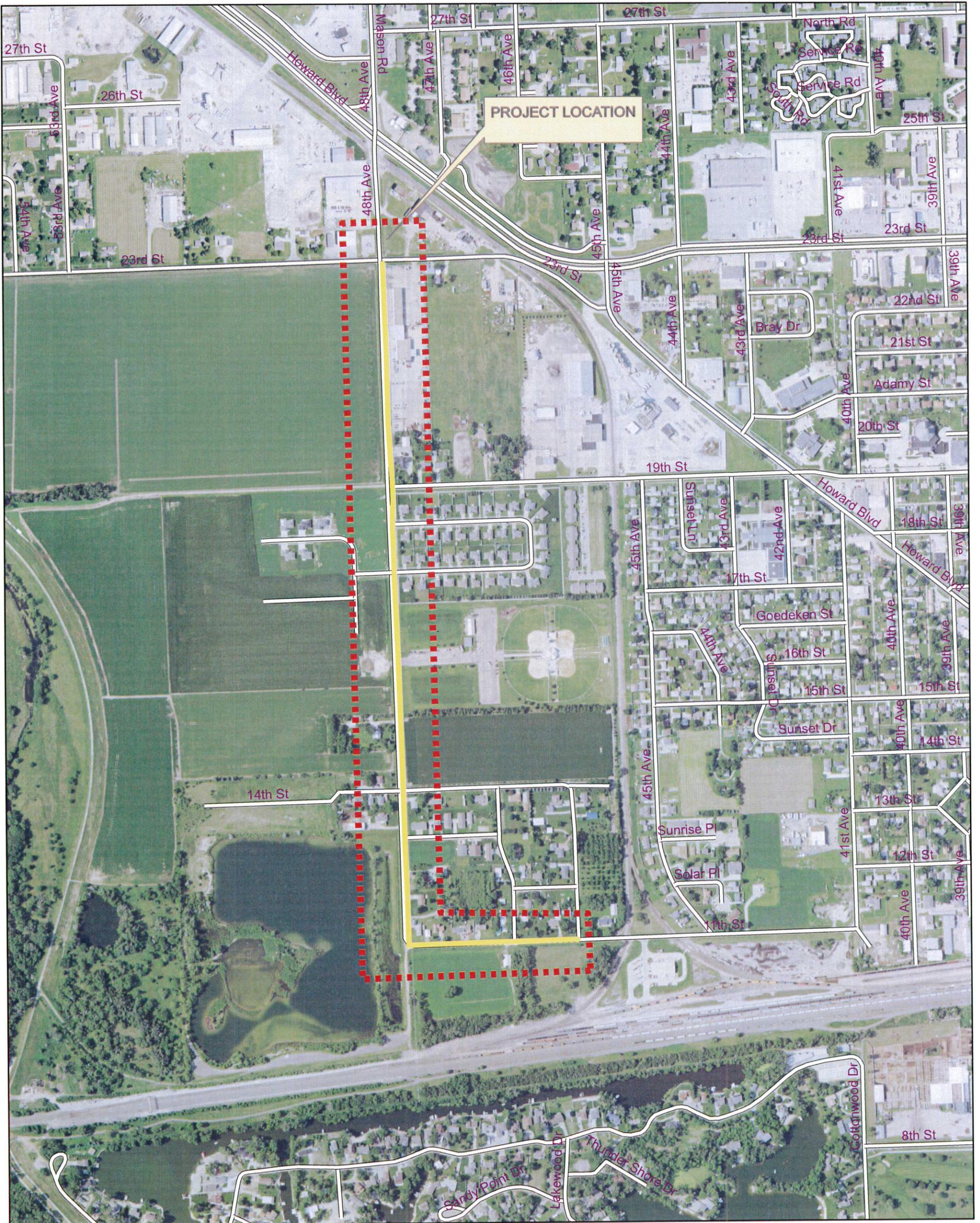
By: 

Approved By: 

SANITARY SEWER REHABILITATION 2019



N



CITY OF COLUMBUS
ENGINEERING DEPARTMENT
COLUMBUS, NEBRASKA



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Nationwide
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www.ne-diggers.com

The City of **Columbus**

MEMORANDUM

DATE: May 15, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Columbus Snow Removal Equipment Building

RECOMMENDATION:

I recommend approval of the KMA plans, specifications, cost estimate in the amount of \$660,000 and to authorize staff to advertise for bids for the above referenced project. The project would bid receipt of FAA Grant and associated Notice to Proceed from the Federal Aviation Administration (FAA) and Nebraska Department of Transportation (NDOT), Aeronautics Division.

DISCUSSION:

Construction of a 6,000 square foot pre-engineered metal building, garage and pedestrian doors, concrete drive, earthwork, site work to connect to adjacent mains, and related work and services.

Pending the length of time for FAA review and receipt of the Notice to Proceed, the project would be bid in June for construction this summer and fall based on contractor availability.

FISCAL IMPACT:

Part of 2018-2019 Budget CIP #19-195 in the amount of \$650,000. Any project costs above this amount would be included in the 2019-2020 fiscal year budget. Eligible project cost expenses are shared 90% federal and 10% local. City could potential receive additional Airport Improvement Plan Non-Primary Entitlement funds from other State airports who may transfer expiring entitlement funds to the NDOT Aeronautics Division.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



SRE BUILDING LOCATION – SITE BEFORE CONSTRUCTION



SRE BUILDING LOCATION – SITE WITH SIMULATED BUILDING

SNOW REMOVAL EQUIPMENT (SRE) BUILDING

COLUMBUS MUNICIPAL AIRPORT (OLU)

COLUMBUS, NEBRASKA

SPONSOR: CITY OF COLUMBUS

FAA AIP NO. 3-31-0019-013

MAY 2019

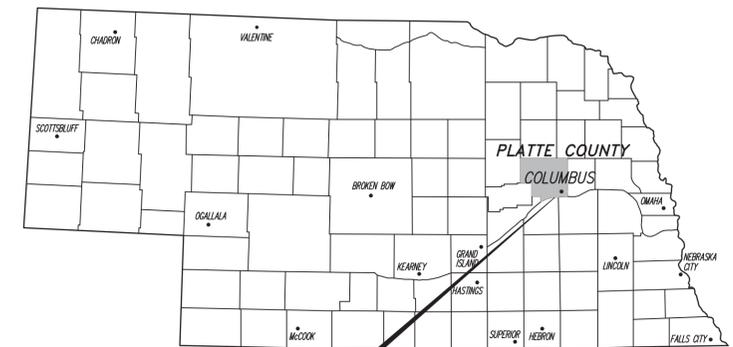


PROJECT DESIGN AIRCRAFT INFORMATION

RUNWAY 14/32 : C-II
 RUNWAY 2/20 : A-I

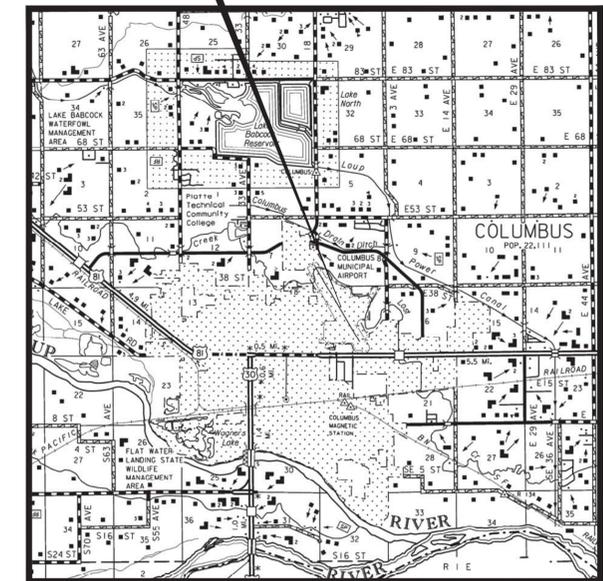
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VICINITY MAP
NO SCALE

COLUMBUS MUNICIPAL AIRPORT



LOCATION MAP
NO SCALE

CONTRACTOR SHALL CONTACT



@ 1-800-331-5666 OR 811
 BEFORE STARTING CONSTRUCTION



PRELIMINARY DRAFT
 5/14/2019
 DATE PRINTED

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL KEEP HIS WORK AREA NEAT AND ORDERLY AT ALL TIMES. STORAGE OF MATERIALS, EQUIPMENT, TOOLS, FORMS, ETC. WILL BE ALLOWED IN THE "CONTRACTOR STORAGE/STAGING AREA" ONLY.
3. THE PROJECT IS SUBJECT TO INSPECTION BY THE OWNER, OWNER'S REPRESENTATIVES, NEBRASKA DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS, NDOT AND THE FEDERAL AVIATION ADMINISTRATION (FAA) AT ANY TIME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL. ANY DAMAGE TO AIRPORT SYSTEMS FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. MATERIALS TO BE REMOVED FROM THE SITE SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER OFF OF THE AIRPORT PROPERTY.
6. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WILL BE PLACED BACK TO ORIGINAL CONDITION BY FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS. IF THE CONTRACTOR DISTURBS ANY AREAS OUTSIDE THE CONSTRUCTION LIMITS, THE CONTRACTOR IS RESPONSIBLE FOR FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.
7. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE HAUL ROUTES (STATE HIGHWAYS, COUNTY ROADS, OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROPER CLEANUP OF ANY SPILLED FUEL, DIESEL FUEL, OR OTHER CONTAMINANTS. CONTAMINATION WILL NOT BE ALLOWED TO ENTER ANY WATER COURSE.
9. THE TIME LIMIT TO COMPLETE THE WORK IS AS STATED IN THE CONTRACT AND SPECIAL PROVISIONS.
10. THE CONTRACTOR WILL DISCHARGE THEIR EXCESS CONCRETE AND CLEANOUT WATER IN ONE LOCATION FOR EASE OF REMOVING. LOCATION SHALL BE COORDINATED WITH THE ENGINEER AND AIRPORT MANAGER. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND REMOVALS. CONCRETE SHALL BE DISPOSED OF OFF OF AIRPORT PROPERTY.
11. THE CONTRACTOR SHALL MINIMIZE TRACKING OF MUD AND DEBRIS ON ALL PAVED SURFACES. THE CONTRACTOR AT A MINIMUM SHALL CLEAN PAVED SURFACES AT THE END OF EACH WORKING DAY. AIRPORT MANAGER OR ENGINEER MAY REQUIRE MORE FREQUENT CLEANING IF TRACKING IS AN ISSUE. CLEANING OF PAVEMENT IS SUBSIDIARY TO THE PROJECT.
12. THE CONTRACTOR SHALL, PRIOR TO SUBMITTING BID, INSPECT SITE AND WORK TO BE DONE ON THIS PROJECT. THE CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND BE RESPONSIBLE FOR ALL DIMENSIONS AND ELEVATIONS ON THE JOB SITE. DISCREPANCIES WILL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION. SUBMISSION OF BID SIGNIFIES THAT THE CONTRACTOR HAS COMPLIED WITH THE ABOVE REQUIREMENTS.
13. THE CONTRACTOR SHALL NOT USE THE RUNWAYS/TAXIWAYS/TAXILANES/APRON FOR EQUIPMENT CROSSING OR AS A WORKING PLATFORM. ONLY DESIGNATED AREAS SHOWN OF THE SAFETY AND STAGING PLAN SHALL BE UTILIZED.

SURVEY NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS/ELEVATIONS.
2. ALL DIMENSIONS SHOWN ARE TOP OF FINISHED GRADE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. ENGINEER WILL PROVIDE HORIZONTAL AND VERTICAL CONTROL STAKING AS DEFINED WITHIN THE SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL CONTROL STAKING.
4. THE PROPOSED PAVING GRADES SHOWN ON PLANS ARE THE TOP OF FINISHED SLAB.
5. ALL ELEVATIONS ARE REFERENCED TO U.S.G.S. NAVD 88 DATUM.
6. DATUM: NAD83 NEBRASKA STATE PLANE, US FOOT

TESTING NOTES

1. THE CONTRACTOR SHALL PERFORM TESTING AS REQUIRED WITHIN THE SPECIFICATIONS.

UTILITY NOTES

1. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES TO COORDINATE CONNECTION AND RELOCATIONS OF EXISTING PRIVATE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS AND PERMITTING ASSOCIATED WITH THE ADJUSTMENTS OF THE UTILITIES.
2. ALL EXISTING UTILITIES AND LIGHTING SYSTEMS SHOWN ARE FROM PUBLIC RECORDS AND FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
3. ANY AIRPORT EQUIPMENT/CABLE THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AND ALL SPLICES/CABLE REPAIRS SHALL MEET FAA SPECIFICATIONS AND BE ACCOMPLISHED TO THE SATISFACTION OF THE ENGINEER, SPONSOR AND FAA. IF ANY SHUT DOWN OF ELECTRICAL/VISUAL NAVIGATIONAL EQUIPMENT IS NEEDED DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SPONSOR WELL IN ADVANCE OF CONSTRUCTION ACTIVITY TO ALLOW SUFFICIENT TIME TO LOCATE AND MARK EXISTING FIELD CABLES AND TO AVOID UNSCHEDULED FACILITY OUTAGES.
4. EXISTING ABOVEGROUND AND UNDERGROUND UTILITY LINES AND PERMANENT STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE KEPT FREE OF DAMAGE BY THE CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER IMMEDIATELY FOR FURTHER INSTRUCTIONS. NEBRASKA ONE CALL - PHONE: 1-800-331-5666 OR 811 WEBSITE: WWW.NE1CALL.COM

SUMMARY OF BID QUANTITIES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	SPECIFICATION REFERENCE
1	MOBILIZATION	1	L.S.	SECTION 105
2	EXISTING PAVEMENT REMOVAL (FULL DEPTH)	272	S.Y.	P-101
3	EMBANKMENT (ESTABLISHED QUANTITY)	353	C.Y.	P-152
4	OVER EXCAVATION	500	C.Y.	P-152
5	12-INCH COMPACTED SUBGRADE	830	S.Y.	P-152
6	6-INCH CRUSHED AGGREGATE BASE COURSE	830	S.Y.	P-208
7	6-INCH P.C.C. (NDOT-47B-4000 CONCRETE MIX)	760	S.Y.	NDOT SECTION 1002
8	SEEDING	0.5	AC.	T-901
9	MULCHING	0.5	AC.	T-908
10	SILT SOCK	360	L.F.	C-102
11	SRE BUILDING, COMPLETE	1	L.S.	

EARTHWORK SUMMARY (EARTHWORK QUANTITIES ARE SHOWN FOR INFORMATION ONLY)		
LOCATION DESCRIPTION	EXCAVATION (EST. QUANTITY)	EMBANKMENT (EST. QUANTITY)
ENTIRE PROJECT	360 C.Y.	353 C.Y.

- NOTES:**
1. THE EARTHWORK QUANTITIES SHOWN ABOVE ASSUME NO FACTOR FOR SHRINKAGE/SWELLING.

RUNWAY/TAXIWAY/TAXILANE DATA		
	RUNWAY 14/32	RUNWAY 2/20
APPROACH CATEGORY/DESIGN GROUP	C-II	A-I (UTILITY)
RUNWAY DIMENSIONS	6,800' x 100'	4,135' x 120'
RUNWAY SAFETY AREA (RSA)	8,260' x 500'	4,135' x 120'
RUNWAY OBJECT FREE AREA (OFA)	8,260' x 800'	4,135' x 250'
RUNWAY OBSTACLE FREE ZONE (OFZ)	7,200' x 400'	4,135' x 250'
TAXIWAY		
TAXIWAY DESIGN GROUP	2	
TAXIWAY SAFETY AREA (TSA) - WIDTH	79'	
TAXIWAY OBJECT FREE AREA (TOFA) - WIDTH	131'	
TAXIWAY WING TIP CLEARANCE	26'	
TAXILANE (THIS PROJECT)		
AIRPLANE DESIGN GROUP	1	
TAXIWAY DESIGN GROUP	1A	
TAXILANE SAFETY AREA (TAXILANE TSA) - WIDTH	49'	
TAXILANE OBJECT FREE AREA (TAXILANE OFA) - WIDTH	79'	
TAXILANE CENTERLINE TO FIXED OR MOVABLE OBJECT CLEARANCE	39.5'	
TAXILANE WING TIP CLEARANCE	15'	

LEGEND		
—W—	WATER MAIN (SIZE AS NOTED)	⊕
—G—	UNDERGROUND GAS (SIZE AS NOTED)	⊕
—UGE—	UNDERGROUND ELECTRIC W/BOX	⊕
—UGT—	UNDERGROUND TELEPHONE W/BOX	⊕
---OHE---	OVERHEAD ELECTRIC	⊕
□ TV	CABLE TV PEDESTAL	⊕
□ E	ELECTRICAL PEDESTAL	⊕
⊕	TELEPHONE POLE	⊕
□ T	TELEPHONE PEDESTAL	⊕
⊕	FIRE HYDRANT	⊕
⊕	WATER VALVE	⊕
⊕	WATER METER	⊕
⊕	GAS VALVE	⊕
⊕	GAS METER	⊕
⊕	POWER POLE W/GUY	⊕
⊕	POWER POLE	⊕
⊕	LIGHT POLE	⊕
⊕	LIGHT POLE	⊕
⊕	DECIDUOUS TREE	⊕
⊕	CONIFER TREE	⊕
⊕	BUSH	⊕
⊕	TRAFFIC SIGN	⊕
⊕	SECTION CORNER	⊕
⊕	BENCHMARK	⊕
⊕	FOUND PIN	⊕

PROJECT CONTROL



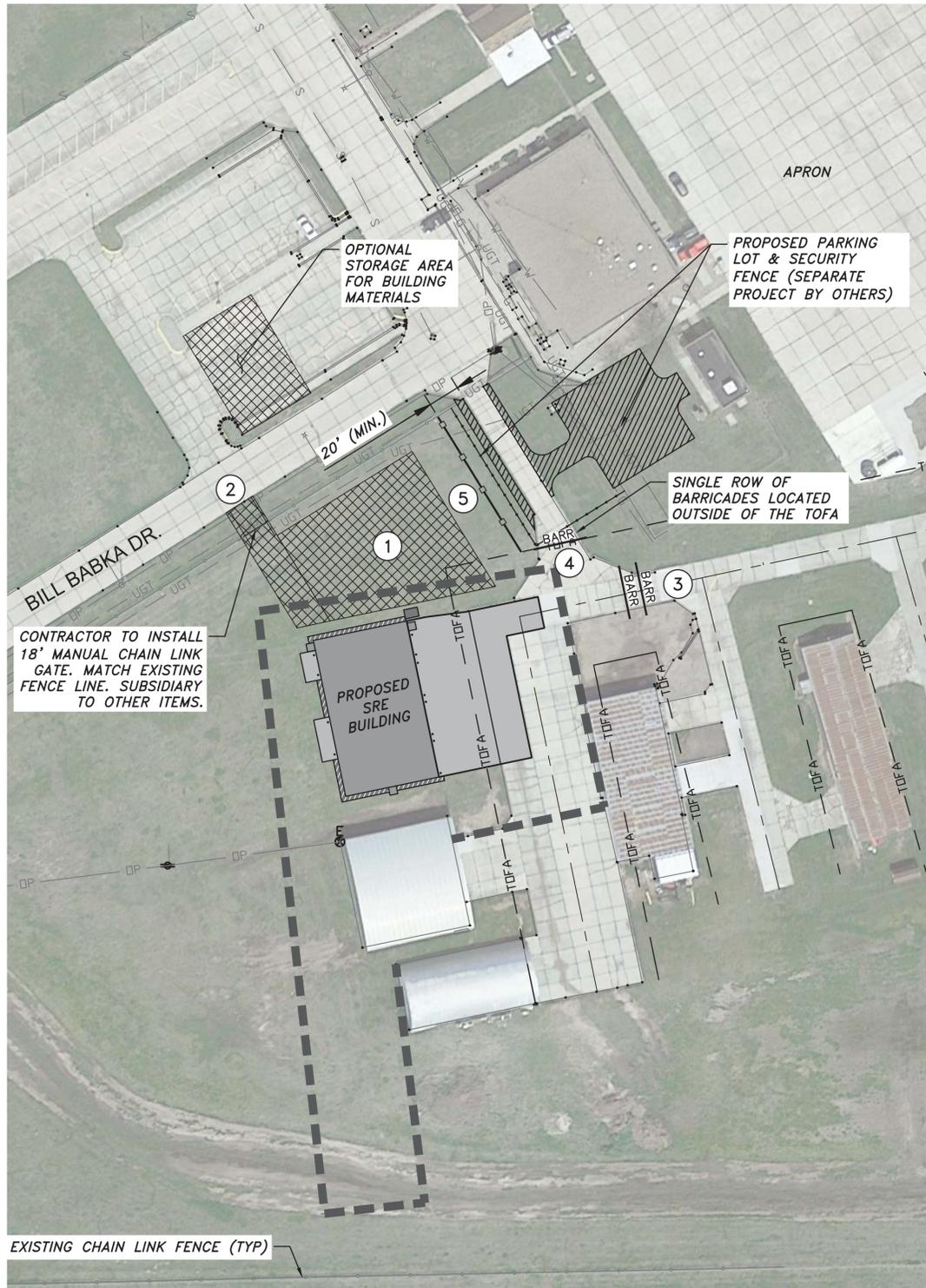
CONTROL POINT TABLE				
ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
#1	1/4 REBAR AT RUNWAY END 14	602707.117'	2366492.121'	1447.21'
#2	NGS MONUMENT: SAC COLUMBUS CBL 460 (PID: AB4151)	599434.864'	2367995.380'	1442.51'
#2	NGS MONUMENT: PACS/FBN COLUMBUS CBL 0 (PID: AB4091)	598237.943'	2368741.065'	1441.66'
#2	NAIL W/WASHER AT RUNWAY END 32	596935.886'	2370089.679'	1440.46'

NOTE: COORDINATES ARE IN STATE PLANE.

PRELIMINARY DRAFT
5/14/2019
DATE PRINTED

May 14, 2019 - 4:35pm Plotted By: jalon P:\19\1902240\cadd\plans\1902240_02_1.dwg Layout: 1902240_02_1-1

May 14, 2019 - 4:35pm Plotted By: jpbom P:\19\1902240\cadd\plans\1902240_05_S-1.dwg Layout: 1902240_05_S-1



SCOPE OF WORK

THIS PROJECT CONSISTS OF CONSTRUCTING A SNOW REMOVAL EQUIPMENT (SRE) BUILDING AND DRIVE AND REPLACING A PORTION OF THE EXISTING TAXILANE IN FRONT OF THE NEW BUILDING. EARTHWORK OPERATIONS WILL BE REQUIRED TO BRING THE BUILDING AND SUBGRADE ELEVATION TO GRADE. ALL NEW PAVING SHALL BE CONCRETE. THE DURATION OF THE PROJECT IS 75 WORKING DAYS.

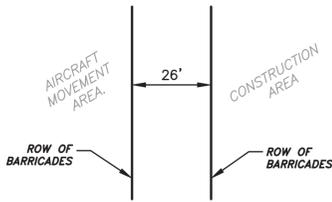
PHASE 1

THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE. THE AIRPORT AND RUNWAYS 14/32 AND 2/20 WILL REMAIN OPEN FOR THE DURATION OF CONSTRUCTION. ONLY THE TAXILANE WITHIN THE CONSTRUCTION LIMITS AND THE TAXILANE SOUTH OF THE PROJECT AREA WILL BE CLOSED. WORK WILL CONSIST OF PAVEMENT REMOVALS, EARTHWORK OPERATIONS, AND NEW 6-INCH P.C.C. CONCRETE PAVEMENT FOR THE TAXILANE REPLACEMENT AND NEW DRIVE. CONSTRUCTION OF THE SRE BUILDING AND INSTALLATION OF UTILITIES WILL ALSO BE INCLUDED IN THIS PHASE. A NOTAM SHALL BE ISSUED BY THE AIRPORT MANAGER PRIOR TO CONSTRUCTION. GENERAL NOTE #2 SHALL APPLY.

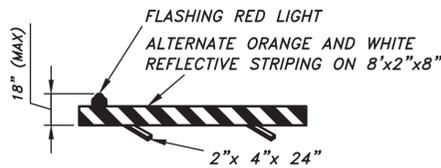
AIRPORT AND EMERGENCY CONTACTS:
 KEITH SHADEMANN (AIRPORT MANAGER)
 402-564-7377
 COLUMBUS POLICE DEPARTMENT
 402-564-3201 OR 911
 COLUMBUS FIRE DEPARTMENT
 402-564-8127 OR 911
 COLUMBUS COMMUNITY HOSPITAL
 402-564-7118

DOUBLE BARRICADE DETAIL NOTES:

1. PLACE 2 PARALLEL ROWS OF BARRICADES 26' APART.
2. SPACE BARRICADES END TO END IN EACH ROW, THERE IS TO BE NO SPACE BETWEEN ENDS OF BARRICADES.
3. REFER TO 'BARRICADE DETAIL' FOR ADDITIONAL BARRICADE INSTALLATION INFORMATION.



DOUBLE BARRICADE DETAIL
NO SCALE



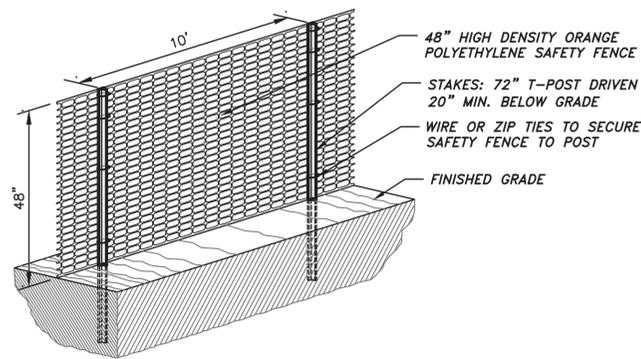
DETAIL NOTES:

1. BARRICADES: SPACE BARRICADES END TO END, THERE IS TO BE NO SPACE BETWEEN BARRICADES.
2. CONNECTION BETWEEN 2x4 FOOT AND REFLECTIVE BOARD SHALL BE FRANGIBLE. FRANGIBLE SHALL NOT EXCEED 3 INCHES.
3. BARRICADES: FASTENED TO SURFACE OR WEIGHED DOWN TO PREVENT DISPLACEMENT FROM PROP WASH, JET BLAST, OR OTHER WINDS.
4. BARRICADES SHALL BE PLACED OUTSIDE THE ACTIVE RUNWAY SAFETY AREA (RSA) AND/OR TAXIWAY OBJECT FREE AREA (TOFA).

BARRICADE DETAIL
NO SCALE

CONSTRUCTION SAFETY AND STAGING NOTES

1. NO LATER THAN 10 WORKING DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING THE CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL FROM THE ENGINEER AND SPONSOR A SAFETY/PHASING PLAN INDICATING HOW THEY INTEND TO COMPLY WITH THE MINIMUM REQUIREMENTS ILLUSTRATED ON THIS SHEET, AC 150/5370-2G, AND THE CONSTRUCTION SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE TO AIRPORT MANAGER PRIOR TO THE CLOSURE OR OPENING OF ANY RUNWAY, TAXIWAY, TAXILANE, APRON, OR OTHER AIRPORT FACILITY. THE CONTRACTOR SHALL NOT COMMENCE WORK ACTIVITIES IN ANY ACTIVE RUNWAY SAFETY AREA OR TAXIWAY/TAXILANE OBJECT FREE AREA UNTIL ALL APPROPRIATE NOTAMS ARE IN PLACE. CONTACT THE AIRPORT MANAGER FOR ISSUANCE OF NOTAMS. SEE 'AIRPORT AND EMERGENCY CONTACTS' ON THIS SHEET FOR AIRPORT MANAGER'S CONTACT INFORMATION.
3. DAILY COORDINATION WILL BE MANAGED THROUGH THE ENGINEER'S ON-SITE PROJECT REPRESENTATIVE AND AIRPORT MANAGER.
4. CONTRACTOR SHALL PROVIDE A 24-HOUR EMERGENCY CONTACT PERSON AND PHONE NUMBER.
5. THE CONTRACTOR WILL MARK AND LIGHT EQUIPMENT AND VEHICLES IN THE WORK AREA AS PER AC 150/5210-5D.
6. THE CONTRACTOR IS REQUIRED TO FILE A FAA-7460-1 FORM FOR ANY EQUIPMENT EXCEEDING 15 FEET IN HEIGHT WITHIN THE WORK AREA. THE CONTRACTOR MUST SUBMIT THIS FORM AT LEAST 45 DAYS PRIOR TO INSTALLATION.
7. ALL PROVIDED DIMENSIONS ON THIS PAGE ARE FOR CLARIFICATION PURPOSES AND SHALL BE FIELD VERIFIED TO CONFORM TO THE CRITERIA ESTABLISHED IN THE CONSTRUCTION NOTES.
8. ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR PHASING, MOBILIZATION, AND SAFETY ON THE AIRPORT PROPERTY, INCLUDING BUT NOT LIMITED TO BARRICADES AND THE CLEANUP OF THESE ITEMS, SHALL BE CONSIDERED SUBSIDIARY TO MOBILIZATION AND SHALL NOT BE PAID FOR DIRECTLY.
9. THE CONTRACTOR'S OPERATION AND MOVEMENTS ARE RESTRICTED TO THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT ENTER INTO OTHER AREAS WITHOUT PRIOR APPROVAL BY THE ENGINEER.
10. CONSTRUCTION TRAFFIC SHALL UTILIZE DESIGNATED AREAS FOR ALL HAUL ROUTES DURING CONSTRUCTION. THE USE OF RUNWAYS, TAXIWAYS, APRONS, OR OTHER AIRPORT PAVING FOR HAUL ROUTES OR WORKING PLATFORMS IS NOT PERMITTED.
11. HAUL ROUTES FOR CONCRETE TRUCKS SHALL BE COORDINATED WITH THE AIRPORT MANAGER.
12. AXLE LOADS MUST NOT EXCEED 12,500 LBS. ON PAVEMENT AREAS. DAMAGE TO PAVEMENT AREAS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
13. WHEN NOT IN USE, ALL EQUIPMENT WILL BE STORED IN THE AREA DESIGNATED "CONTRACTOR STAGING AREA." ANY DEVIATIONS IN EQUIPMENT MOVEMENT AND STORAGE WILL BE CONFIRMED IN WRITING BY THE ENGINEER AND OWNER.
14. HIGH PROFILE EQUIPMENT SUCH AS CRANES SHALL BE LOWERED WHEN NOT IN USE.
15. OPEN TRENCHES ARE NOT PERMITTED WITHIN SAFETY AREAS WHEN RUNWAYS, TAXIWAYS, AND TAXILANES ARE OPEN.
16. STOCKPILES WILL BE LOCATED IN THE DESIGNATED "CONTRACTOR STAGING AREA".
17. ALL TEMPORARY STOCKPILES, CONSTRUCTION STAGING AREAS, AND TEMPORARY ACCESS ROADS WILL BE REMOVED AND THE AREAS RE-ESTABLISHED TO THE PRE-CONSTRUCTION CONDITION PRIOR TO OPENING THE NEWLY CONSTRUCTED HANGAR AND TAXILANES. ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY SHALL BE CONSIDERED SUBSIDIARY TO MOBILIZATION AND SHALL NOT BE PAID FOR DIRECTLY.
18. NON-COMPLIANCE WITH AC 150/5370-2G AND THE APPROVED SAFETY PLAN COULD RESULT IN THE REMOVAL OF EMPLOYEES OR STOPPAGE OF WORK.



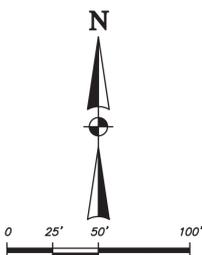
ORANGE CONSTRUCTION SAFETY FENCE DETAIL
NO SCALE

LEGEND

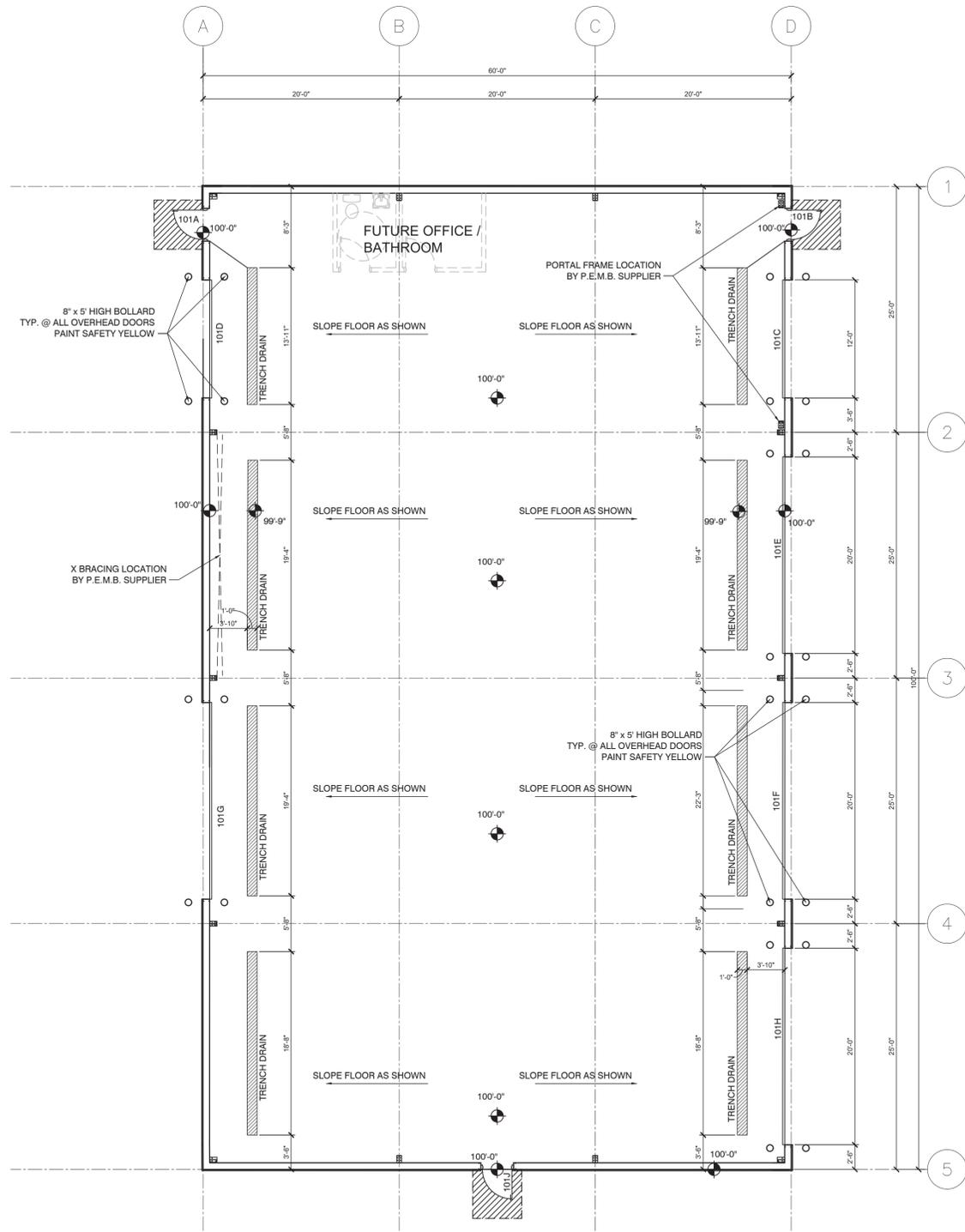
- CONTRACTOR HAUL ROUTE & STAGING AREA
- CONSTRUCTION LIMITS
- BARR BARR BARRICADES (TWO ROWS SPACED A MINIMUM OF 26') SEE THIS SHEET FOR DETAILS
- TOFA TAXIWAY OBJECT FREE AREA (TOFA)
- ORANGE SAFETY FENCE

SAFETY NOTES

- ① STAGING AREA - CONTRACTOR STAGING, STORAGE, AND PARKING.
- ② ACCESS ROAD / HAUL ROUTE
- ③ DOUBLE BARRICADE (SEE BARRICADE DETAILS AND NOTES)
- ④ SINGLE BARRICADE (SEE BARRICADE DETAILS AND NOTES)
- ⑤ ORANGE CONSTRUCTION SAFETY FENCE



PRELIMINARY DRAFT
5/14/2019
DATE PRINTED



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

DOOR AND FRAME SCHEDULE

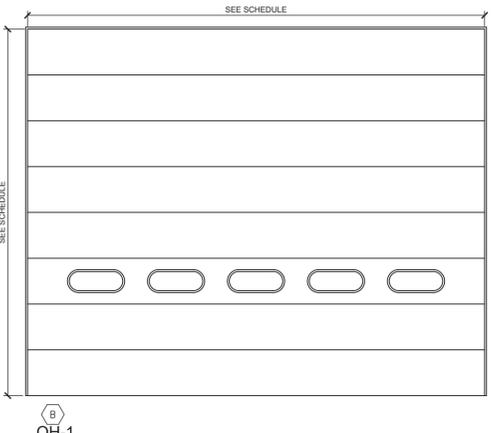
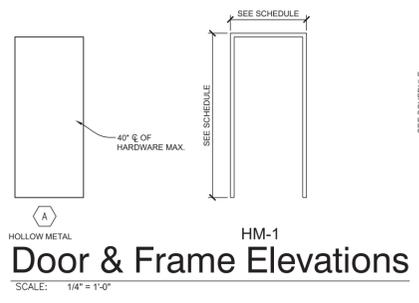
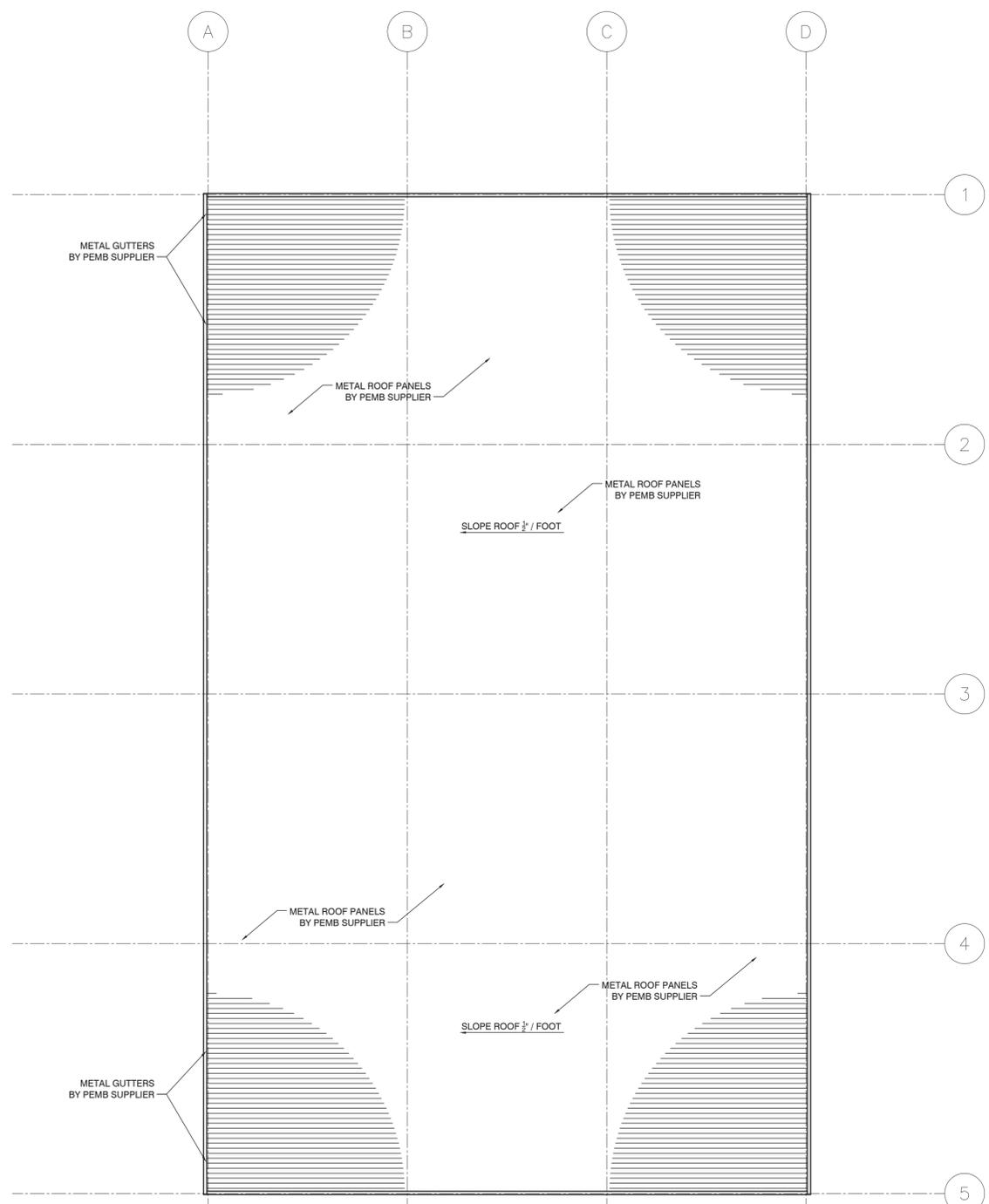
DOOR NO.	DOOR				FRAME				HARDWARE SET	REMARKS	
	WIDTH	HEIGHT	THICKNESS	TYPE ELEVATION	FINISH	LABEL	ELEVATION	MATERIAL			FINISH
A101A	3'-0"	7'-0"	1 3/4"	HM-1 A	SGE	-	HMF1	16 GA	SGE	HW-1	NOTE 4
A101B	3'-0"	7'-0"	1 3/4"	HM-1 A	SGE	-	HMF1	16 GA	SGE	HW-1	NOTE 4
A101C	12'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	NOTE 4
A101D	12'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	PASSAGE & CLOSER
A101E	20'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	PASSAGE & CLOSER
A101F	20'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	PASSAGE & CLOSER
A101G	20'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	-
A101H	20'-0"	16'-0"	2"	OH-1 B	FACTORY	-	FACTORY	FACTORY	FACTORY	-	-
A101J	3'-0"	7'-0"	1 3/4"	HM-1 A	SGE	-	HMF1	16 GA	SGE	HW-1	PASSAGE & CLOSER

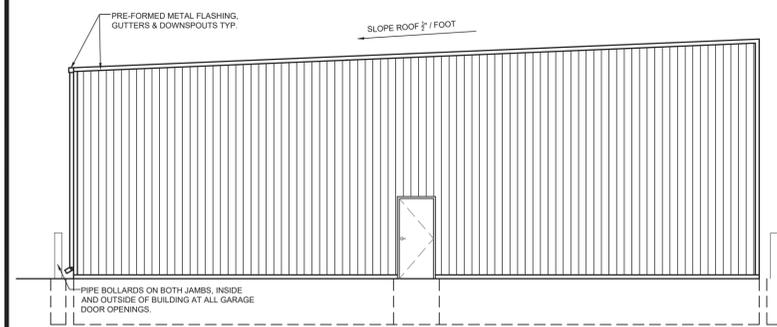
HARDWARE SET

HW-1	DESCRIPTION
1	CLOSER
3	BUTT HINGES
1	ENTRY FUNCTION LATCH SET, KEYPED TO OWNERS MASTER KEY SYSTEM
2	KICK PLATE (EACH FACE)
1	WALL STOP

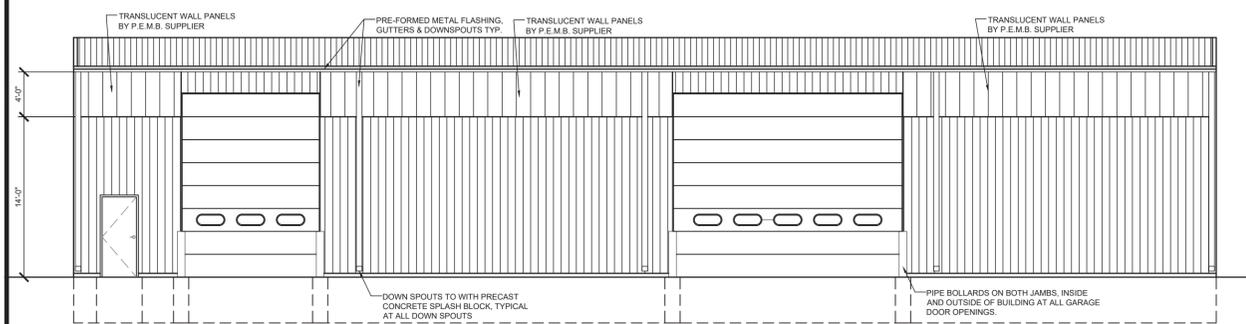


2 ROOF PLAN
SCALE: 1/8" = 1'-0"

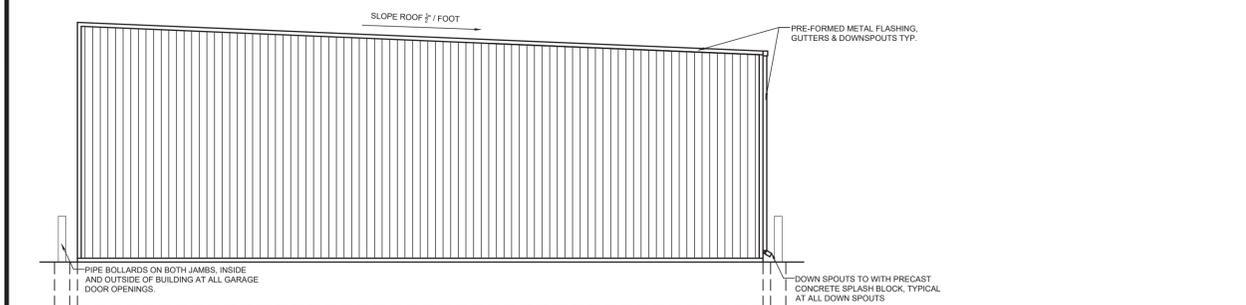




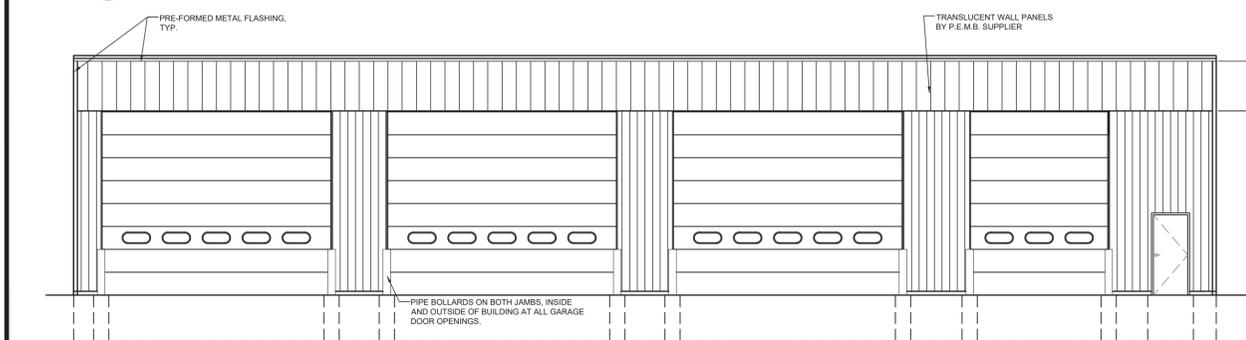
1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



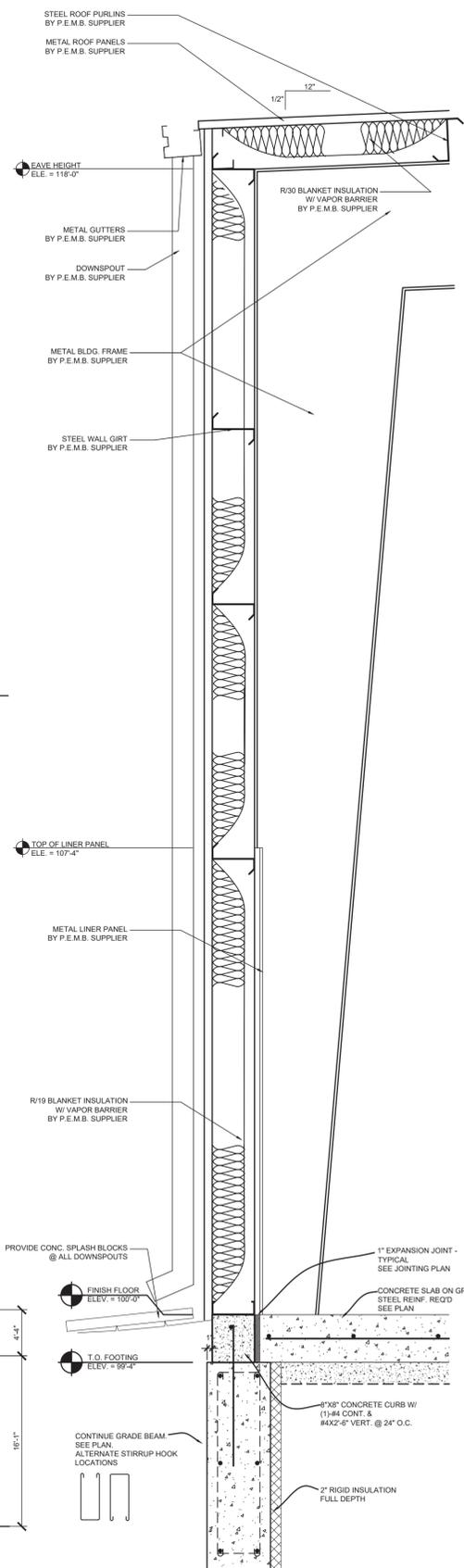
2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



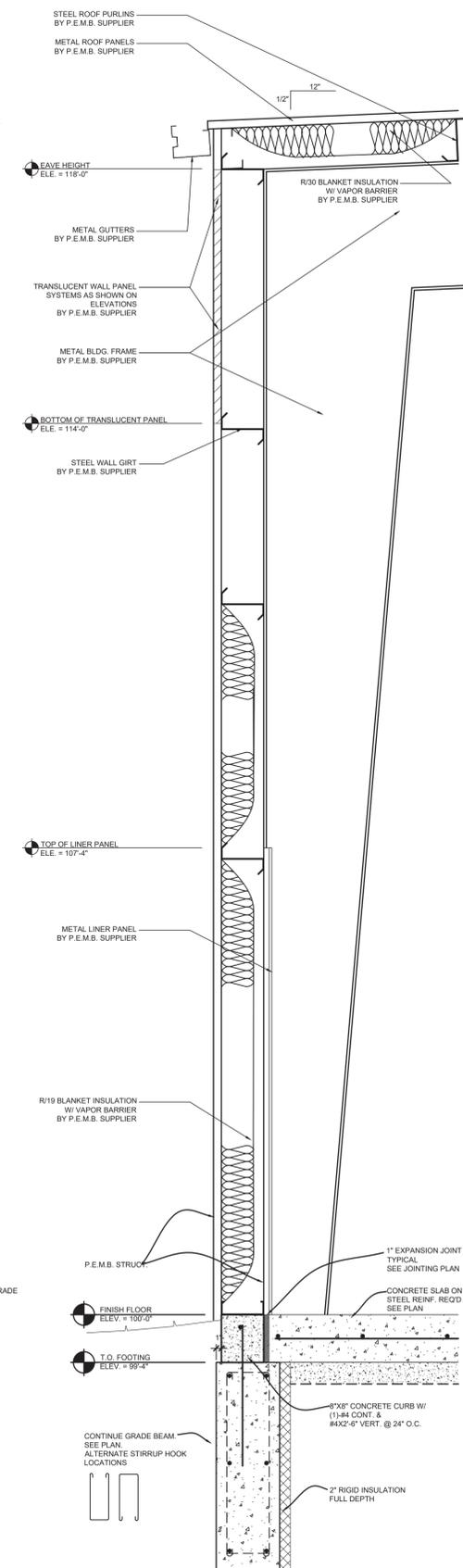
3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



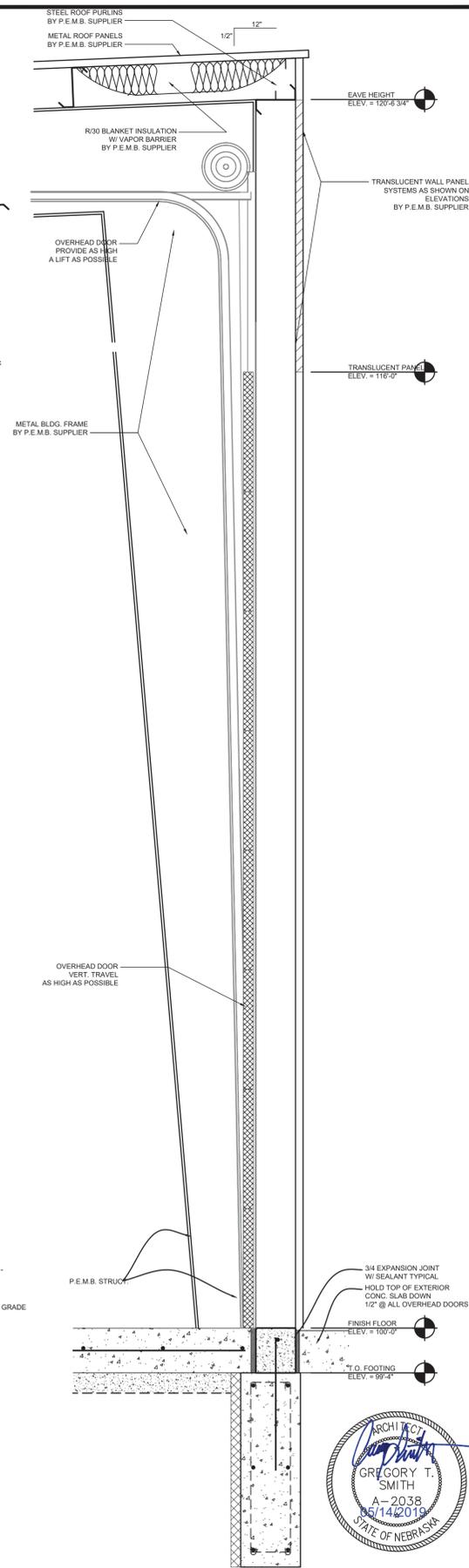
4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



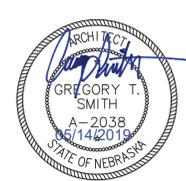
5 WALL SECTION
SCALE: 3/4" = 1'-0"



6 WALL SECTION
SCALE: 3/4" = 1'-0"



7 WALL SECTION
SCALE: 3/4" = 1'-0"



RESOLUTION NO. R19-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AMENDMENT TO THE AGREEMENT WITH HDR ENGINEERING INC. FOR ADDITIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$84,602 FOR A GRAVITY SEWER EXTENSION TO THE LOUP POWER SERVICE CENTER; 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, on or about July 2, 2018, the City and HDR Engineering Inc. entered into a contract with HDR Engineering, Inc. to provide engineering services to the city; and

WHEREAS, the city intends to provide wastewater collection services to an area north of the city limits which is currently only partially served; and

WHEREAS, to accomplish this a gravity sewer extension to the Loup Power Service Center is needed; and

WHEREAS, additional engineering services for this project can be provided by HDR, Engineering, Inc. as set out in the amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Amendment to the Agreement with HDR Engineering, Inc. for engineering services in an amount not to exceed \$84,602, 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 15, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amendment No. 1 – Lost Creek Parkway Sanitary Sewer Extension from 38th Street to 10th Avenue as part of the North Sanitary Sewer Collection System Study

RECOMMENDATION:

I recommend approval and signing of Amendment No. 1 – Lost Creek Parkway Sanitary Sewer Extension from 38th Street to 10th Avenue as part of the Professional Services Agreement with HDR, Inc. of Omaha, Nebraska, as part of the North Sanitary Sewer Collection System Study.

DISCUSSION:

Design and bidding phase services for a gravity sanitary sewer extension on Lost Creek Parkway from 38th Street to west of 10th Avenue to service adjacent properties including providing the collection point for Energy Triangle Additions which includes the Loup Public Power Service Center. The 12-inch main extension is about 6,100 lineal feet. Estimated final plan delivery in July/August and bid opening in August/September.

FISCAL IMPACT:

Hourly and reimbursable expenses not to exceed \$84,602.00 which is part of CIP #19-218 in the amount of \$1,100,000.

A Sewer Extension District will be formed prior to bid for purposes of assessment of benefiting properties.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on July 2nd, 2018 to perform engineering services for the City of Columbus, Nebraska ("City");

City desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and City do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I. Scope of Services shall be amended with the following addition:

"ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit C".

Section IV. Compensation shall be amended with the following addition:

"Direct Labor Costs times a factor of 3.18 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be Eighty-Four Thousand Six Hundred Two and 00/100 dollars (\$84,602.00).

Section V. Period of Service shall be amended with the following addition:

"described in Exhibit C within a reasonable period of time."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below: _____, 2019

OWNER:

City of Columbus, Nebraska

By: _____

Title: _____

Date Signed: _____

ENGINEER:

HDR Engineering, Inc.

By: Ron Sova, P.E. 

Title: Senior Vice President

Date Signed: 5/14/2019

EXHIBIT C
GRAVITY SEWER EXTENSION TO LOUP POWER SERVICE CENTER

PART 1.0 PROJECT DESCRIPTION:

The City of Columbus plans to provide wastewater collection service to an area north of the City which is currently only partially served. The area is targeted for future development. The City wishes to proceed with the first phase of work on Lost Creek Parkway from 38th Street to 10th Avenue (Loup Power Service Center). The City anticipates most of the early Lost Creek Parkway development to be on the south side of Lost Creek Parkway.

HDR investigated the City's existing wastewater collection system to identify the closest existing sewer infrastructure to the proposed development. It was determined the closest available sewer service infrastructure is a 12-inch gravity sewer located along 6th Avenue between 23rd and 38th Streets; built as part of the North Arterial Water and Sewer Project in 2003-2004. Assuming a constant pipe diameter and slope matching the existing gravity sewer built as part of the North Arterial Water and Sewer Project, a gravity sewer extension could be installed to serve the proposed Loup Power Service Center. The proposed gravity sewer could extend approximately 6,100 feet to the northwest from a new manhole just west of manhole SSMH3138 near the intersection of 38th Street and 6th Avenue/Lost Creek Parkway. It is currently assumed this alignment would be on the south side of Lost Creek Parkway.

The Scope of Work is for preliminary design, final design, and bidding services of a new gravity sewer extension to serve the Loup Power Service Center. (See Attachment 1)

Key Understandings:

1. The proposed sanitary sewer will be installed via open cut methods.
2. OWNER will pay for all fees for permits and connections.
3. The proposed gravity sewer is currently anticipated to be 12-inch diameter PVC and extend approximately 6,100 feet to the northwest along the south side of Lost Creek Parkway.
4. Proposed gravity sewer to match the existing slope of the existing downstream sewer constructed as part of the North Arterial Water and Sewer Project constructed in 2003-2004.
5. The scope of work does not include wetland delineation for the project or any coordination with the U.S. Army Corps of Engineers.
6. The plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review.
7. ENGINEER will use HDR CADD standards, EJCDC Front End Documents, and HDR technical specifications for the development of the construction documents.
8. Topographical survey in Civil 3d format with an existing surface will be provided to HDR by the City.

9. Geotechnical investigation findings will be provided to HDR by the City.
10. Plans will be provided in PDF format. Opinions of probable construction costs will be provided in EXCEL format.
11. The City will be responsible for distribution of bid documents.

ROW/Easements:

12. The proposed gravity sewer will be located within the ROW. No easement or property acquisition is included.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Task Series 100 – Project Management

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals. Conduct utility coordination through the course of the project.

HDR Activities 110 – Project Management

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Utility coordination.

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information needed from OWNER.
- Attend one meeting on site with OWNER to review list of needed information.
- The meeting will address proposed routing of sanitary sewer and desired locations and depths of tie-in points for future development.
- Summarize and distribute meeting notes.

Task Series 200 – Design Technical Memorandum

Objective: Update existing Conceptual Design Technical Memorandum (TM) (dated December 18th, 2018) based on findings from topographic survey and geotechnical evaluation for the proposed alignment of gravity sewer along Lost Creek Parkway.

HDR Activities 200 Design TM Addendum

- Incorporate proposed gravity sewer and manhole data into the hydraulic model.

- Work with City to determine anticipated service area to be served by proposed gravity sewer.
- Allocate anticipated future flows to proposed gravity sewer and confirm capacity within hydraulic model.
- Work with City to confirm locations and elevations of tie-ins to serve future development along the sewer alignment.
- Discuss any utility coordination issues or identify if further information is needed.
- Review existing geotechnical bores and design appropriate pipe trench.
- Prepare draft Design TM addendum.
- Incorporate City review comments
- Prepare final Design TM addendum.

Deliverables: Draft Design TM addendum
Final Design TM addendum

Task Series 300 – Development of 60% Design Contract Documents

Objective: Preparation of the plans and specifications to the 60% level of completion.

HDR Activities **310 – Development of 60% Design Construction Documents**

- Develop plans to 60 percent level of completion. Plans expected to include:
 - Cover Sheet (1 each)
 - Quantities and Note Sheet (1 each)
 - Horizontal/Vertical Control Sheet (1 each)
 - Staging Area and Construction Access Sheet (1 each)
 - Plan and Profile Sheets (13 each)
 - Detail Sheets (2 each)
 - SWPPP Sheets (2 each)
 - Boring Log Sheet (1 each)
- Develop specifications to 60 percent level of completion.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

330 – Submittal and Review Meeting

- Submit plans and specifications to the OWNER for review (pdf format).
- Attend one plan review meeting at the site.
- Summarize and distribute the meeting notes.

Deliverables: 60% Contract Documents
Meeting notes

Task Series 400 – Development of Final Documents and Regulatory Review

Objective: Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

HDR Activities

410 – Develop Plans and Specifications to 100%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 100% level of completion.
- Prepare bid form and complete front end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

420 – Submittal and Review Meeting

- Attend one plan review meeting on site.
- Summarize and distribute meeting notes.

430 – Regulatory Submittal

- Incorporate OWNER review comments.
- Submit three sets of plans and specifications to Nebraska Department of Environmental Quality for review and approval.
- Initiate project on NDEQ website for NPDES permit.
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

440 – Bid Phase Services

- Coordinate with OWNER on bid phase services.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables: 100% contract documents for review.

NDEQ submittal including contract documents and design memorandum.

NPDES permit application.

Meeting Notes

Letter of Recommendation

Bid Tabulation

PART 3.0 OWNER'S RESPONSIBILITIES:

1. Payment of all fees for permits and connections.
2. Provide topographical survey with Notice to Proceed.
3. Provide geotechnical investigation findings with Notice to Proceed.
4. Timely review of submitted documents (estimated 1 week).
5. Execution of all permits applications.
6. Provide meeting venue as necessary.

PART 4.0 PERIODS OF SERVICE:

Notice to Proceed (NTP):	Est. of June 7, 2019
Draft Design TM Addendum:	2 weeks from NTP
Final Design TM Addendum & 60% Design Submittal:	3 weeks from NTP
100% Design Submittal:	7 weeks from NTP
Bid Advertisement:	8 weeks from NTP

ATTACHMENT 1

LEGEND

- Proposed Manholes
- Existing Manholes
- Proposed Gravity Sewer
- Existing Gravity Sewer

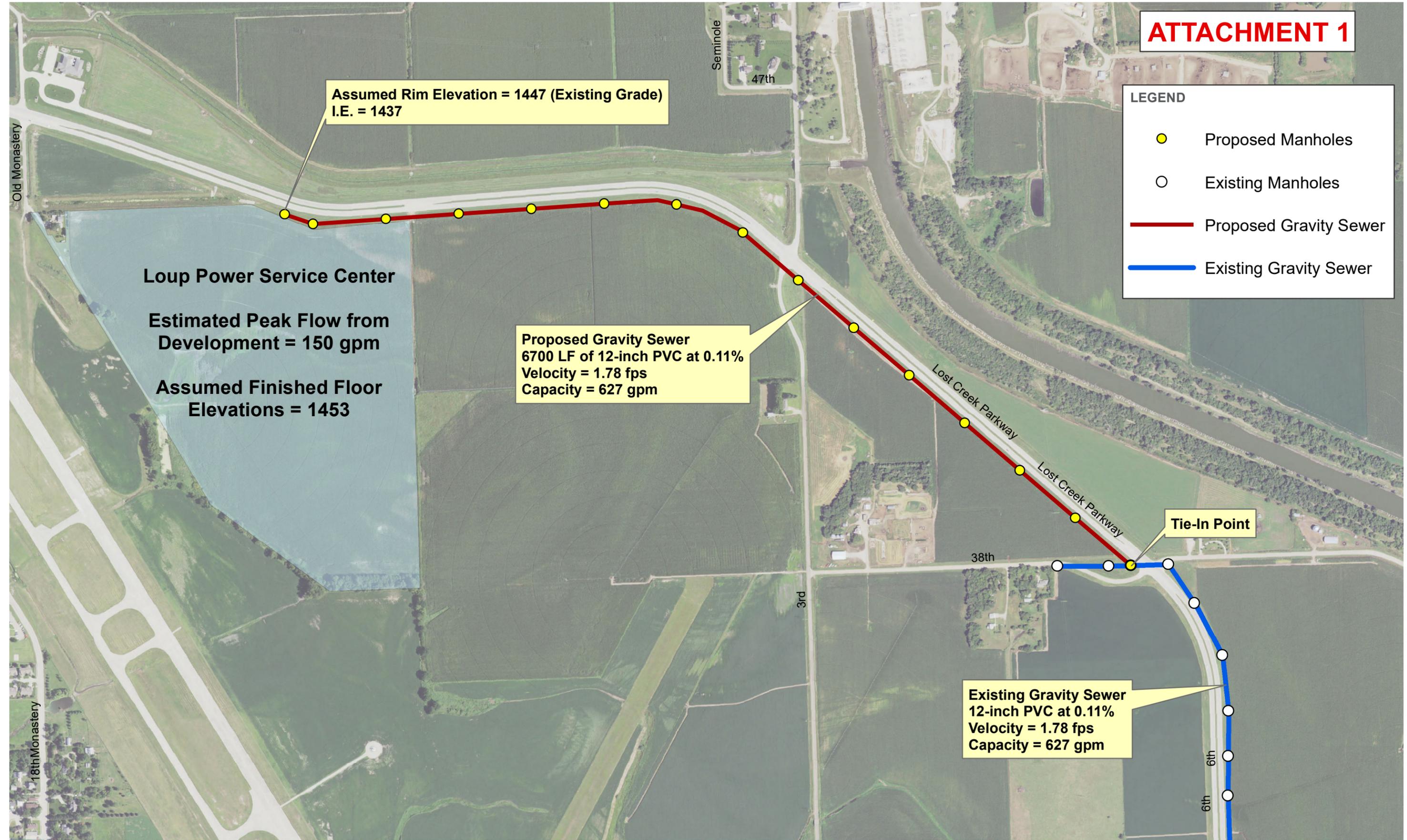
Assumed Rim Elevation = 1447 (Existing Grade)
I.E. = 1437

Loup Power Service Center
Estimated Peak Flow from
Development = 150 gpm
Assumed Finished Floor
Elevations = 1453

Proposed Gravity Sewer
6700 LF of 12-inch PVC at 0.11%
Velocity = 1.78 fps
Capacity = 627 gpm

Existing Gravity Sewer
12-inch PVC at 0.11%
Velocity = 1.78 fps
Capacity = 627 gpm

Tie-In Point



CITY OF COLUMBUS, NE
LOUP POWER SERVICE CENTER
PROPOSED GRAVITY SEWER

RESOLUTION NO. R19- 91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH JEO INVESTMENTS, INC., IN THE AMOUNT OF \$125,000 FOR CONSTRUCTION OF GLUR PARK SPLASH PAD, 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, JEO Investments, Inc. was approved to develop plans and specifications for a splash pad in Glur Park in accordance with the performance criteria, this work to be undertaken via the design-build provisions included in the city's purchasing policy as taken from Nebraska statues.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with JEO Investments, Inc., in the amount of \$125,000 for construction of Glur Park splash pad, 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 16, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Glur Park Splash Pad Design-Build Agreement

RECOMMENDATION:

In accordance with State Statute and the City's Policies and Procedures for Design-Build and Construction Manager at Risk, I recommend approval of the Agreement between Owner and Design-Builder.

DISCUSSION:

The Agreement is for design and construction phase services for the Glur Park Splash Pad to be constructed west of the restrooms. The project would be constructed this year.

FISCAL IMPACT:

\$125,000 with is 2018-2019 budget CIP 19-74

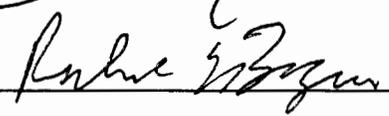
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By: _____

**AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between **City of Columbus, Nebraska** (“Owner”), and **JEO Investments, Inc.** (“Design-Builder”).

PROJECT INFORMATION

Project: **Columbus, Nebraska Glur Park Splash Pad JEO Project # 131101.00**

Design-Build Contract: Columbus, Nebraska Glur Park Splash Pad JEO Project # 131101.00 (“Contract”)

Engineer: Design-Builder has retained JEO Consulting Group, Inc. (“Engineer”) for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Rick Bogus 2424 14th Street, P.O. Box 1677, Columbus, NE 68602-1677, rick.bogus@columbusne.us 402-562-4235
2. Design-Builder’s Authorized Representative: David Henke, 142 West 11th Street, P.O. Box 207, Wahoo, NE 68066, dhenke@jeo.com 402-443-7464

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 *General Description of Work*

- A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: Glur Park Splashpad design and construction.

ARTICLE 2 – CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Design-Builder’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Dates*

- A. Design-Builder will substantially complete the Work on or before September 15, 2019.
- B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, on or before September 30, 2019.

2.03 *Liquidated Damages*

- A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 above, and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 2.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Design-Builder shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Design-Builder shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

ARTICLE 3 – CONTRACT PRICE

3.01 *Stipulated Sums*

- A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
1. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Splashpad Design and Construction	Lump Sum	1	\$125,000	\$125,000
<i>Total</i>					\$125,000

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 12.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

2. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$125,000.

3.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of 3.5, which covers labor costs, overhead, and profit.
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 18 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS

6.01 *Representations*

- A. Design-Builder makes the following representations for Owner’s reliance:
 1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
 5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder’s safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. General Conditions (pages 1 to 59, inclusive), not attached.
 5. Supplementary Conditions (pages 1 to 4, inclusive).
 6. Conceptual Documents (included in Proposal).
 7. Addenda (none).
 8. Design-Builder's Proposal.
 9. Proposal Amendment (none).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Record Drawings and Record Specifications
 11. Other Exhibits to this Agreement (enumerated as follows):
 - a. None.
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

8.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

8.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 *Severability*

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Design-Builder's Certifications*

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on May 20, 2019 (which is the Effective Date of the Contract).

OWNER:

DESIGN-BUILDER:

By: _____

By: Dave C. Henke

Title: _____

Title: Project Manager

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

2424 14th Street

Address for giving notices:

142 W. 11th Street

P.O. Box 1677

P.O. Box 207

Columbus, Nebraska 68602-1677

Wahoo, Nebraska 68066

**SUPPLEMENTARY CONDITIONS OF THE
CONTRACT BETWEEN OWNER AND DESIGN-BUILDER
EJCDC D-800 REVISED BY JEO INVESTMENTS, INC.
PROJECT NO. 131101.00**

Supplementary Conditions

These Supplementary Conditions amend or supplement EJCDC® D-700, Standard General Conditions of the Contract Between Owner and Design-Builder (2016 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms defined in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC-" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01, Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraph 2.01.B in its entirety and insert the following in its place:

- B. *Evidence of Design-Builder's Insurance:*** When Design-Builder delivers the executed counterparts of the Agreement to Owner, Design-Builder shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Design-Builder in Article 6. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02, Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Design-Builder one (1) copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the Contract Documents will be furnished upon request at Owner's cost of reproduction.

SC-2.04.A, Preliminary Schedules

SC-2.04.A.1 Amend the first sentence of Paragraph 2.04.A.1 to read as follows:

A preliminary progress schedule indicating the times for starting and completing the various stages of the Work.

- SC-2.04.A.2** Delete Paragraph 2.04.A.2 in its entirety.
- SC-2.04.A.3** Delete Paragraph 2.04.A.3 in its entirety.
- SC-2.04.A.4** Delete Paragraph 2.04.A.4 in its entirety.

SC-2.07, Review of Schedules

- SC-2.07** Delete Paragraph 2.07 in its entirety.

SC-2.08, Electronic Transmittals

- SC-2.08** Add a new paragraph immediately after Paragraph 2.08.D:
 - E.** The electronic transmittal protocol shall be the following:
 - 1.** Documents shall be transferred between Owner and Design-Builder through the designated authorized representative, as determined following execution of the Contract.
 - 2.** If a web based, or other cloud based document transfer service is to be utilized for the Project, the Owner and Design-Builder shall jointly determine the representatives for each party that may have access and specific authorizations within the document transfer service. If either party desires to make modifications to their representatives, and authorities of such, written notice shall be provided to all parties. The specifications shall designate which party is responsible for the cost of said service, if required.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.04, Differing Site Conditions

- SC 5.04.A** Add the following new paragraph immediately after Paragraph 5.04.A:
 - 1.** No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

SC-5.06, Hazardous Environmental Conditions at Site

- SC 5.06.A** Delete Paragraph 5.06.A in its entirety and insert the following in its place:
 - A.** No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03, Design-Builder's Insurance

- SC-6.03** Add the following new paragraph immediately after Paragraph 6.03.J:
 - K.** The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraph 6.03.A of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Design-Builder's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.03.E. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>2,000,000</u>
Each accident	\$ <u>2,000,000</u>
Property Damage:	
Each accident	\$ <u>2,000,000</u>
[or]	
Combined Single Limit of	\$ <u>2,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

5. Contractor's Pollution Liability under Paragraph 6.03.G of the General Conditions:



If box is checked, Design-Builder is not required to provide Contractor's Pollution Liability insurance under this Contract.

6. Additional Insureds: In addition to Owner, include as additional insureds the following:

City of Columbus

JEO Consulting Group, Inc.

7. Design-Builder's Professional Liability:

Each Claim	\$ <u>1,000,000</u>
Annual Aggregate	\$ <u>1,000,00</u>

SC-6.05, Property Insurance

SC-6.05.A. Delete Paragraph 6.05.A in its entirety.

ARTICLE 7 – DESIGN-BUILDER'S RESPONSIBILITIES

SC-7.10, Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner's Tax-Exempt Status

1. Owner is exempt from payment of sales and compensating use taxes of the State of Nebraska and of cities and counties thereof on all materials to be incorporated into the Construction.
2. Owner will furnish the required certificates of tax exemption to Design-Builder for use in the purchase of supplies and materials to be incorporated into the Construction.
3. Owner's exemption does not apply to construction tools, machinery, or equipment purchased by or leased by Design-Builder, or to supplies or materials not incorporated into the Construction.

ARTICLE 8 – SUBMITTALS

SC-8.02, Owner's Review of Submittals

SC-8.01.A Amend the second sentence of Paragraph 8.02.A. to read as follows:

Any response to a Submittal by Owner shall be made within 5 days.

REQUEST FOR PROPOSAL

GLUR PARK SPLASH PAD

City of Columbus, Nebraska

April 9, 2019



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VENTURE PARK SPLASH PAD SQUIRT GUNS
Platte River State Park, Nebraska



CONTACT

David C. Henke, CPO

JEO CONSULTING GROUP, INC.

142 W. 11th Street
Wahoo, Nebraska 68066



Phone & Fax

Phone: (402) 443-7464
Mobile: (402) 443-8005
Fax: (402) 443-3508

Online

Email: dhenke@jeo.com
Website: www.jeo.com



April 9, 2019

City of Columbus
Mr. Richard Bogus, PE
Performance Criteria Developer and City Engineer
2424 14th Street
Columbus, Nebraska 68601

RE: Proposal for Design/Build of Glur Park Splash Pad - Columbus, NE

Dear Mr. Bogus and Selection Committee Members:

On behalf of JEO Consulting Group, Inc., we appreciate this opportunity to continue through the selection process and now submit a proposal for the City's Glur Park Splash Pad. We are excited to show you how JEO has been anticipating this delivery method and have prepared ourselves for this type of project.

JEO Consulting Group will be the prime contact for this proposed project. JEO Consulting Group has designed a dozen splash pads in the last five years alone. With this experience, we have been able to work with multiple splash pad equipment vendors and have built solid relationships with many of them.

As mentioned before, JEO Consulting Group saw the opportunity that design-build offers our clients, thus JEO Investments was established to be a general contractor for a variety of project types. JEO Investments recently completed Sycamore Hills Subdivision in Wahoo and is currently the general contractor for a \$3.1 million office building set to be completed this fall.

For this project, JEO Investments will be the general contractor and will utilize local sub-contractors to assist in the construction of this splash pad. With the knowledge JEO Consulting Group has gained through our experience with splash pad contractors, we know a great plumber is instrumental in this type of project. With that said, JEO Investments has committed to utilizing Wiese Plumbing and Excavating for the plumbing needs associated with this project. Wiese Plumbing and Excavating has worked on most of the splash pad's designed by JEO Consulting Group, in addition to several others throughout the state. Wiese Plumbing and Excavating working with JEO Investments, will be a key combination to a successfully constructed splash pad, along with the addition of a few local sub-contractors.

In closing, we are extremely excited to demonstrate how the design-build delivery method can be beneficial for the City of Columbus, and feel JEO Consulting Group and JEO Investments design-build team is well suited to deliver on this project. Even though JEO Consulting Group and JEO Investments are two separate entities, we work as one team, hand-in-hand, to design and construct.

Sincerely,

Handwritten signature of David C. Henke in black ink.

David C. Henke, CPO
Project Manager

Handwritten signature of Troy Johnston in black ink.

Troy Johnston, PE
Project Superintendent



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FINANCIAL RESOURCES OF THE DESIGN-BUILDER TO COMPLETE THE PROJECT

- Surety (Adequate Bonding Capacity)
- Certificates of Insurance



Proceed with Confidence

February 20, 2019

RE: JEO Investments, Inc

To Whom it May Concern

Please be advised that JEO Investments, Inc. has a bond program in place with Liberty Mutual Insurance Company with a \$1,000,000 single / \$2,000,000 aggregate limit.

You understand, of course, that any arrangement for final bond, or bonds, is a matter between the contractor and the surety and surety assumes no liability to third parties or to you if for some reason said bond or bonds are not executed.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2009 Department Circular 570), and is rated A by A.M. Best Company.

Should you have any questions, please feel free to contact our office.

Sincerely,

Andrew P. Andersen
Bond Account Manager
aandersen@insproins.com

Client#: 11183

JEOCO

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742	CONTACT NAME: Dee Kabourek	
	PHONE (A/C, No, Ext): 402 443 3742	FAX (A/C, No): 402 443 3571
E-MAIL ADDRESS: dkabourek@insproins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
JEO Investments
 P.O. Box 207
 Wahoo, NE 68066

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P630382R7536	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810432K8651	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP7J603455	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB4J623381	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			105368866	11/28/2018	11/28/2019	\$3,000,000 ea claim \$3,000,000 all claims \$100,000 deduct.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JEO Investments limits of liability meets the City of Columbus insurance requirements, per the request for proposals. Please note that the umbrella liability is in excess of the general liability and auto liability.

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Client#: 11183

JEOCO

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	PHONE (A/C, No, Ext): 402 443 3742	FAX (A/C, No): 402 443 3571
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INSURER E :		
INSURER F :		

INSURED
JEO Consulting Group, Inc.
 P.O. Box 207
 Wahoo, NE 68066

COVERAGES

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A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4J623381	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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	AUTHORIZED REPRESENTATIVE 

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ABILITY OF THE PROPOSED PERSONNEL OF THE DESIGN-BUILDER

- Organization Chart (Design-Builder and Specialty Consultants)
- Resumes

ORGANIZATION CHART

Our team has been **tailored to provide the highest level of expertise, availability, and local involvement needed to deliver a successful project to the City of Columbus.** Each team member has a record of delivering successful projects, because they recognize the importance of following through to meet client expectations. Furthermore, the current and planned workload of the members of the team will enable them to devote immediate attention to your project.

CITY OF COLUMBUS



DESIGN-BUILDER PRINCIPAL

Dave Henke, CPO

ADDITIONAL PROJECT TEAM MEMBERS

PROJECT SUPERINTENDENT



Troy Johnston, PE

SITE/CIVIL PROJECT ENGINEER



Andrew Pennekamp, PE

ELECTRICAL



Jeff Sobczyk, PE

SUB-CONTRACTOR

PLUMBING

Wiese Plumbing and Excavating, Inc.

Brian Wiese



Great project! I appreciate all you and your team’s hard work in pushing to meet a very tight deadline. Thank you for a job well done.”

Roger Kuhn

Nebraska Game and Parks Commission



DAVE HENKE, CPO

Design-Builder Principal



43 Years (Industry Tenure)
26 Years (JEO Tenure)

PERSONAL PROFILE

Dave is JEO's Aquatics Department Manager and has been with JEO since 1993. Dave has been in the engineering field since 1970, with the past 25 years of experience in swimming pool/aquatic planning and design. Dave's aquatic experience includes everything from studies and repairs, to complete design and construction management.

PROJECT RESPONSIBILITY

For this project, Dave will be the prime contact for the design-build team. He will assist in the design coordination efforts and provide timely and coordinated communication to and from the city, as well as oversight to ensure the scope of services and schedule is met.

EDUCATION

- Associates Degree in Applied Science
Central Community College

REGISTRATION

- Certified Pool Operator
Nebraska (4133)

OFFICE LOCATION

142 W. 11th Street
Wahoo, Nebraska 68066
p. (402) 443-7464
e. dhenke@jeo.com

PROJECT EXPERIENCE

Splash Pad, Village of Beemer, Nebraska (2018)

Holli Dale, Clerk | p. (402) 528-3253 | e. beemerne@gmail.com

Project manager for the design, bidding, and construction phase services for this kidney shaped flow through splash pad in Beemer. The splash pad is approximately 1,800 square feet of spray zone and 950 square feet of free spray zone.

Splash Pad, City of Ashland, Nebraska (2017)

Jessica Quady, City Administrator | p. (402) 944-3387 | e. cityadmin@ashland-ne.com

Project manager for the design, bidding, and construction phase services for this splash pad, which is approximately 2,000 square feet and contains a variety of above ground and at-grade features.

Splash Pad, Village of Firth, Nebraska (2016)

Jill Hoefler, Clerk | p. (402) 560-5767 | e. villageoffirth@windstream.net

Project manager for the design, bidding, and construction phase services for this flow through splash pad with a total area of approximately 1,334 square feet and a splash pad spray-free area approximately 585 square feet.

Leeds Park Splash Pad, City of Sioux City, Iowa (2016)

Matt Salvatore, Parks and Recreation Director | p. (712) 224-5126 | e. msalvatore@sioux-city.org

Project manager for the design, bidding, and construction phase services for this flow through splash pad with a total area of approximately 3,052 square feet and a splash pad spray-free area approximately 1,931 square feet.

Venture Park Splash Pad Squirt Guns (NGPC), Platte River State Park, Nebraska (2018)

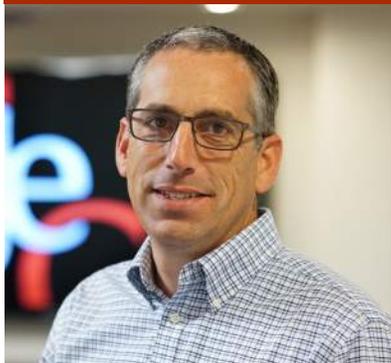
Daren Konda, Engineering Division Administrator | p. (402) 471-5525 | e. daren.konda@nebraska.gov

As a subconsultant, Dave provided QA/QC for the design and construction phase services for a multi-tiered recirculating splash pad facility at the Platte River State Park.



TROY JOHNSTON, PE

Project Superintendent



25 Years (Industry Tenure)
25 Years (JEO Tenure)

PERSONAL PROFILE

Troy is a registered professional engineer and has over 25 years of experience on projects for municipalities, state agencies, and private clients. Troy has a wide range of experience in the design and construction of projects. This has included assisting owners in developing cost-effective projects, as well as providing study, design, and construction phase services.

PROJECT RESPONSIBILITY

Troy will be the project superintendent for the construction phase of this project, working directly with the design team and assembling the required sub-contractors to get the project built.

EDUCATION

- B.S., Civil Engineering
University of Nebraska

REGISTRATION

- Professional Engineer
Nebraska (E-10058)
Missouri (2005000710)
Kansas (19667)
Iowa (21163)

OFFICE LOCATION

142 W. 11th Street
Wahoo, Nebraska 68066
p. (402) 443-7489
e. tjohnston@jeo.com

PROJECT EXPERIENCE

Splash Pad, Village of Firth, Nebraska (2016)

Jill Hoefler, Clerk | p. (402) 560-5767 | e. villageoffirth@windstream.net

Project engineer for site design of this flow through splash pad with a total area of approximately 1,334 square feet and a splash pad spray-free area approximately 585 square feet.

Venture Park Splash Pad Squirt Guns (NGPC), Platte River State Park, Nebraska (2018)

Daren Konda, Engineering Division Administrator | p. (402) 471-5525 | e. daren.konda@nebraska.gov

As a subconsultant, Troy provided limited site design review for this multi-tiered recirculating splash pad facility at the Platte River State Park.

Splash Pad and Aquatic Center, City of Ord, Nebraska (2018/2019)

Dan Petska, Council Member | p. (308) 728-7941 | e. ordmayor@ordne.org

Project engineer for site design of the splash pad and aquatic center in Ord. The splash pad opened in 2018 and is approximately 5,500 square feet. The 4,151 square foot pool is currently under construction.

Aquatic Center, City of Glenwood, Iowa (2016)

Mary Gunderson, Pool Committee Chair | p. (402) 490-3227 | e. not available

Project engineer for site design of a new aquatic center and bathhouse approximately 13,200 square feet in size with a parking lot and circular drive.

Aquatic Center (NGPC), Ponca State Park, Nebraska (2016)

Roger Kuhn, Assistant Director | p. (402) 471-5512 | e. roger.kuhn@nebraska.gov

Project engineer for site design of a new aquatic center and bathhouse approximately 5,765 square feet in size.

ANDREW PENNEKAMP, PE

Site/Civil Project Engineer



15 Years (Industry Tenure)
1 Year (JEO Tenure)

PERSONAL PROFILE

Andrew is the lead design engineer and a senior project manager in JEO's Aquatics Department. He brings creative leadership and technical expertise to aquatic projects, with experience in designing over 50 new aquatic facility projects through the Midwest in the last decade. His projects have provided a wealth of experience including stakeholder collaboration, splash pads, aquatic facilities, slides, custom theming, wave pools, and lazy rivers.

PROJECT RESPONSIBILITY

Andrew will be the lead design engineer, including the design of the splash pad, features, and utilities, along with the final coordination of the plans and specifications with other disciplines.

EDUCATION

- B.S., Industrial Engineering
University of Wisconsin

REGISTRATION

- Professional Engineer
Nebraska (E-17345)
Iowa (25002)
Wisconsin (44257)

OFFICE LOCATION

1615 SW Main Street, Suite 205
Ankeny, Iowa 50023
p. (515) 964-5310
e. apennekamp@jeo.com

PROJECT EXPERIENCE

Munroe-Meyer Institute Pools, University of Nebraska Medical Center (Under Design)

Michael Levin, Altus Architectural Studios | p. (402) 334-2422 | e. mlevin@altusstudios.com

Project engineer for the design of two therapy pools and a spray pad that is both functional and inviting to families for therapy and recreational swimming.

Manning Hillside Splash, City of Manning, Iowa (Under Design)

Dawn Meyer, City Administrator | p. (712) 655-2176 | e. dawn@mmctsu.com

Project engineer for the design of a fan-shaped zero depth entry and general swimming and plunge pool area.

Aquatic Center, City of Red Oak, Iowa (Under Design)

Brad Wright, City Administrator | p. (712) 623-6510 | e. redoakadmin@redoakia.city

Project manager for the design, bidding, and construction for the proposed renovations for the removal of the north portion of the pool by replacing with a new 4,000 square foot zero depth entry and bathhouse renovations.

Rivers Edge Park Water Feature Assessment, City of Council Bluffs, Iowa (2019)

Vincent Martorello, Parks/Recreation/Public Property Director | p. (712) 890-5291 | e. vmartorello@councilbluffs-ia.gov

Project manager for the design of a high-altitude conceptual plan for adding a splash pad to the existing River's Edge Park.

Aquatic Center, City of Albion, Nebraska (2014)*

Andrew Devine, City Administrator | p. (402) 395-2428 | e. Administrator@cityofalbion-ne.com

While employed with another consulting firm, Andrew was the lead design engineer for the design, bidding, and construction of this 5,930 square foot facility in Albion, which includes a zero depth entry pool and splash pad.

*project was completed prior to joining JEO.



JEFF SOBczyk, PE

Electrical Engineer



PERSONAL PROFILE

Jeff has completed hundreds of electrical projects for private, governmental, and military clients. Jeff brings over 30 years of experience to designing power delivery to pumping systems. His background and knowledge of codes is of great value to the team.

PROJECT RESPONSIBILITY

For this project, Jeff will be the lead electrical engineer for the electrical system at the splash pad in Glur Park.

31 Years (Industry Tenure)

7 Years (JEO Tenure)

EDUCATION

- B.S., Electrical Engineering
University of Nebraska

REGISTRATION

- Professional Engineer
Nebraska (E-7711)
Iowa (14181)
Missouri (PE2014035816)

OFFICE LOCATION

11717 Burt Street, Suite 210
Omaha, Nebraska 68154
p. (402) 392-9928
e. jsobczyk@jeo.com

PROJECT EXPERIENCE

Splash Pad, Village of Beemer, Nebraska (2018)

Holli Dale, Clerk | p. (402) 528-3253 | e. beemerne@gmail.com

Project engineer for the electrical design of this kidney shaped flow through splash pad in Beemer. The splash pad is approximately 1,800 square feet of spray zone and 950 square feet of spray-free zone.

Splash Pad, City of Ashland, Nebraska (2017)

Jessica Quady, City Administrator | p. (402) 944-3387 | e. cityadmin@ashland-ne.com

Project engineer for the electrical design of this splash pad, which is approximately 2,000 square feet and contains a variety of above ground and at-grade features.

Splash Pad, Village of Firth, Nebraska (2016)

Jill Hoefler, Clerk | p. (402) 560-5767 | e. villageoffirth@windstream.net

Project engineer for the electrical design of this flow through splash pad with a total area of approximately 1,334 square feet and a splash pad spray-free area approximately 585 square feet.

Leeds Park Splash Pad, City of Sioux City, Iowa (2016)

Matt Salvatore, Parks and Recreation Director | p. (712) 224-5126 | e. msalvatore@sioux-city.org

Project engineer for the electrical design of this flow through splash pad with a total area of approximately 3,052 square feet and a splash pad spray-free area approximately 1,931 square feet.

Venture Park Splash Pad Squirt Guns (NGPC), Platte River State Park, Nebraska (2018)

Daren Konda, Engineering Division Administrator | p. (402) 471-5525 | e. daren.konda@nebraska.gov

As a subconsultant, Jeff provided electrical design services for a multi-tiered recirculating splash pad facility at the Platte River State Park.



CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE, AND EFFICIENCY OF THE DESIGN-BUILDER

- References



Our staff have routinely helped operators or other staff troubleshoot issues at all hours and days of the week, even years after construction. We understand how critical it is that your equipment runs smoothly and provides a safe environment for your users. We are your expert source to assist you now and in years to come.



INSPRO

Michael J. Chvatal, Executive Vice President/Secretary
608 North Linden, Wahoo, Nebraska 68066
p. (402) 443-3742



CITY OF ASHLAND

Jessica Quady, City Administrator
2304 Silver Street, Ashland, Nebraska 68003
p. (402) 944-3387



CITY OF ASHLAND

Shane Larsen, Public Works Director
2304 Silver Street, Ashland, Nebraska 68003
p. (402) 944-3387



QUALITY OF PERFORMANCE ON PREVIOUS PROJECTS

- Project Experience Similar in Scope

PROJECT EXPERIENCE



BEEMER SPLASH PAD BEEMER, NEBRASKA

The kidney-shaped flow through splash pad in Beemer has 1,800 square feet of spray zone and 950 square feet of spray-free zone. The pad is in the village’s municipal park near the existing playground and restroom. The village does not have a pool, so this is providing an outdoor aquatic amenity. The splash pad has above and at-grade spray features, along with benches for viewing. There are seven above grade spray features and ten at-grade features. Grants and local funds were used to construct this project. The project also includes sidewalks to and from the street and handicapped parking stalls. All of the mechanical equipment is located behind the restroom and enclosed with a chain link fence.

JEO Consulting Group provided funding assistance, design, bidding, and construction phase services. Wiese Plumbing and Excavating was the plumbing sub-contractor.

In Beemer, the village was concerned with how smooth or rough the splash pad surface pad would be. JEO had the contractor pour three concrete sample pads for the village to pick the finish they desired.

REFERENCE

Village of Beemer
Holli Dale, Clerk
 PO Box 78
 Beemer, Nebraska 68716
 p. (402) 528-3253
 e. beemerne@gmail.com

SCHEDULE

June 2018 (opened)
 7 months (construction)

BUDGET

Estimated	\$240,000
Actual	\$235,650

DELIVERY METHOD

Design - Bid - Build

PROJECT EXPERIENCE



FIRTH SPLASH PAD FIRTH, NEBRASKA

Firth held a special ribbon cutting ceremony with State Senator Roy Baker of Lincoln for the opening of their new splash pad in the summer of 2016. JEO assisted the village in securing \$112,750 in grants, while the remainder of the project was funded through private donations and village funds. The splash pad features include a bucket trio, water tunnel, spray loop, team spray, water jelly, side winder, huddle spray, and aquadome.

JEO Consulting Group provided funding assistance, bidding, design, and construction services for the splash pad. Wiese Plumbing and Excavating was the plumbing sub-contractor for this project.

In Firth, the client didn't want a vault type or above ground manifold system near the splash pad. JEO designed the manifold system to fit into an existing village owned building approximately 100 feet away from the splash pad.

REFERENCE

Village of Firth
Jill Hoefler, Clerk
 311 Nemaha Street
 Firth, Nebraska 68358
 p. (402) 560-5767
 e. villageoffirth@windstream.net

SCHEDULE

July 2016 (opened)
 2 months (construction)

BUDGET

Estimated	\$180,000
Actual	\$207,448

DELIVERY METHOD

Design - Bid - Build

PROJECT EXPERIENCE



ASHLAND SPLASH PAD ASHLAND, NEBRASKA

JEO provided funding assistance, bidding, design, and construction services for the splash pad in Ashland, Nebraska. JEO attended a number of committee and fundraising meetings over several years to help move the conceptual phase forward. This approximately 2,000 square foot splash pad contains a variety of above ground and at-grade features. The timing of this splash pad was unique in that it allowed for the mechanical components to be housed in a new nearby well house building, reducing the construction cost of the total project. Fortunately for the city, one of the regions premier splash pad construction firms, Dostals, is based out of Ashland. Dostals gave back to their community by donating their labor, resulting in the low bid price.

Wiese Plumbing and Excavating was the plumbing sub-contractor for Dostals, performing all of the plumbing needs on this project.

In Ashland, the new splash pad site was very close to a newly developing municipal well and building construction. JEO coordinated all efforts between the two general contractors and subcontractors for a smooth construction process between the two projects. The splash pad manifold system was installed in the well building before the roof was started and the floors were poured.

REFERENCE

City of Ashland
Jessica Quady, City Administrator
 2304 Silver Street
 Ashland, Nebraska 68003
 p. (402) 944-3387
 e. cityadmin@ashland-ne.com

SCHEDULE

August 2017 (opened)
 2 months (construction)

BUDGET

Estimated	\$175,000
Actual	\$155,805

DELIVERY METHOD

Design - Bid - Build

PROJECT EXPERIENCE



ORD SPLASH PAD AND AQUATIC CENTER ORD, NEBRASKA

JEO completed a study involving an Aquatic and Recreational Facility Plan in January 2014. After some consideration, the city decided on an outdoor facility and splash pad. The city demolished the existing pool and bathhouse in the fall of 2017 to prepare for construction of the new facility. A local contractor won the bid for the new pool, bathhouse, and splash pad. In June of 2018, the splash pad opened and was a big hit with the kids. The 5,500 square foot splash pad includes 12 in-ground spray features, eight above-ground features, including water guns and a dump bucket. After the splash pad construction was complete, the contractor began construction for the 4,151 square foot pool and 2,082 square foot bathhouse.

JEO Consulting Group provided funding assistance, bidding, design, and construction services for the splash pad.

During design of the aquatic center, the city was informed the existing soils in the vicinity of the new pool site would need to be surcharged for three months before they could start the new pool basin construction. Understanding that would mean a summer with no pool, they asked JEO what else could be provided for the patrons during the summer. JEO designed a splash pad adjacent to the new pool site that was open in June of 2018 for patrons, while the new pool was being constructed. The contractor was tasked with making the overall site safe for the splash pad users and still accessible for the construction without impeding on the splash pad users.

REFERENCE

City of Ord
Dan Petska, Council President
 201 S 17th Street
 Ord, Nebraska 68862
 p. (308) 728-7941

SCHEDULE

June 2018 (splash pad opened)
 2 months (construction)
 Aquatic center (under construction)

BUDGET

Estimated	\$3,000,000
Actual	\$2,875,198

DELIVERY METHOD

Design - Bid - Build

PROJECT EXPERIENCE



LEEDS PARK SPLASH PAD SIOUX CITY, IOWA

JEO’s Aquatic Department designed the Leeds Splash Pad and a grand opening was held on June 2, 2017. The splash pad has 1,931 square feet of spray area with five above ground spray features and four at-grade sprays. The total pad size is 3,052 square feet with the spray-free zone around the perimeter. The pad was built in between the existing playground area and picnic shelter in the park. Sidewalk repairs and other sidewalk extensions were included in this flow through design. The pad also features a large dumping bucket and a proprietary drain/manifold/controller technology, reducing the total project footprint. By pressing a foot activator on the drain cover, a minute cycle initiates with alternating features spraying at one time and then shuts off. The pad also has a time clock for when the pad can be activated.

JEO Consulting Group provided funding assistance, bidding, design, and construction services for the splash pad.

Leeds Park is considered a neighborhood park with limited park space for additional amenities. JEO was tasked with and designed a splash pad that fit the park setting without needing to rearrange most of the existing playground equipment. Neighboring houses were also very close, and thus JEO limited the time the contractors could disturb the area.

REFERENCE

City of Sioux City
Matt Salvatore, Parks Director
 405 6th Street
 Sioux City, Iowa 51102
 p. (712) 224-5126

SCHEDULE

June 2017 (opened)
 2 months (construction)

BUDGET

Estimated	\$240,000
Actual	\$241,550

DELIVERY METHOD

Design - Bid - Build



ABILITY OF THE DESIGN-BUILDER TO PERFORM WITHIN THE TIME SPECIFIED

- Experience Meeting Project Schedule

ABILITY OF THE DESIGN-BUILDER TO PERFORM WITHIN THE TIME SPECIFIED

The aquatics department at JEO includes dedicated and experienced professionals that, as their specialty, make splash pad and/or aquatic facility designs economical and easy-to-operate for our clients. This team has the expertise to design and construct a scale- and feature-appropriate splash pad.

PROJECT	DESIGN		CONSTRUCTION			
	Proposed Completion	Actual Completion	Substantial Completion	Final Completion	Post-construction warranty work required?	Client inconvenienced by the delivery date?
Beemer Splash Pad Beemer, Nebraska	Aug. 2017	Aug. 2017	5/25/2018	5/25/2018	No	No
Firth Splash Pad Firth, Nebraska	Jan. 2016	Jan. 2016	8/2/2016	8/2/2016	No	No
Ashland Splash Pad Ashland, Nebraska	Jan. 2017	Jan. 2017	7/23/2017	7/23/2017	Yes ¹	No
Ord Splash Pad Ord, Nebraska	Sep. 2017	Sep. 2017	6/20/2018	6/29/2018	Yes ²	No
Leeds Park Splash Pad Sioux City, Iowa	Jun. 2017	Jun. 2017	5/1/2018	5/1/2018	No	No

¹ (Ashland) The large dumping bucket splashed water on the left part of the original concrete splash area, leaving a wet spot in the grass area when the bucket flipped back after dumping. The contractor was required to come back and add more concrete to eliminate this wet spot.

² (Ord) The contractor has removed the controller for warranty work because of low visibility and they will replace or repair the controller this spring.



DESIGN-BUILDER APPROACH TO DESIGN AND CONSTRUCTION OF THE PROJECT

- Project Approach and Graphic Illustration



JEO will spend time listening to what is important to Columbus and provide alternatives that fit your budget.

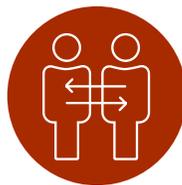
PROJECT APPROACH

JEO Consulting Group has worked with many different manufacturers/suppliers on splash pad projects and can maximize the splash pad offerings with the city's established budget. We will begin by providing concepts and alternatives for the city to select from, while considering the construction process. Once a layout is selected that fits the city's desires and budget, we will move seamlessly from concepts to design, and then construction. One of the benefits of a flow through splash pad is that it does not require any approvals from the Nebraska Department of Health and Human Services, allowing JEO Investments to begin construction very quickly following design. The design and construction staff will be working simultaneously to ensure the design-build team is maximizing the result of the project budget established, which is \$125,000. A major benefit of the design-build process is an expedited schedule and we will make every effort to accomplish the earliest opening date possible.



MAXIMIZE THE BUDGET

With the city's fixed budget, our team will ensure the maximum return on your investment is accomplished.



TEAM WORK

Our proposed design-build team is composed of team members that have worked together for nearly 25 years.



EXPERIENCE

JEO has designed several splash pads throughout Nebraska and Iowa and teamed with Wiese Plumbing and Excavating on nearly every splash pad.

GRAPHICAL ILLUSTRATION

As mentioned within JEO's project approach, we have worked with many different manufacturers/suppliers on splash pad projects. Through those relationships, we have worked with a supplier and have provided an illustration of a potential design option to consider for Glur Park Splash Pad. This graphic representation took into consideration the city's project budget and the specified area for the pad, which was provided as exhibit "2" within the request for proposal. **This illustration is by no means the final design for your splash pad, but a potential design to consider. To get to the final design, JEO will work closely with city staff and stakeholders to understand your needs, site constraints, and desires.**





PREVIOUS AND EXISTING COMPLIANCE OF THE DESIGN-BUILDER RELATING TO THE CONTRACT

- Statement of the Design-Builder Failure to Comply with Laws or Civil/
Criminal Actions



Has the Design-Builder, or any proposed member of the design-build team been cited for failure to comply with local, state, or federal law of any nature in the last five years:

Yes

No

JEO has not been cited for failure to comply with local, state, or federal law of any nature in the last five years.

Are there any civil or criminal actions pending against the Design-Builder or any proposed member of the design-build team?

Yes

No

JEO does not have any civil or criminal actions pending against any of the proposed team members.



ADDITIONAL INFORMATION

- Subcontractor Involvement
- Capacity to Deliver Timely Work

ONE TEAM, WORKING HAND-IN-HAND TO EFFICIENTLY DESIGN AND CONSTRUCT

JEO Consulting Group offers you a team as both the design engineer and general contractor. We have extensive expertise in all areas required for successful delivery of your splash pad project in Glur Park. Together, we will employ a holistic approach to your project, while looking for efficiencies along the way. Dave Henke will be the contact for all contract, performance, and design related aspects of the project, while Troy Johnston will lead the efforts of the general contractor.

PRIME DESIGN-BUILDER CONTACTS



JEO CONSULTING GROUP, INC.
142 W. 11th Street, Wahoo, NE 68066
p. 402.443.4661
f. 402.443.3508



JEO INVESTMENTS, INC.
142 W. 11th Street, Wahoo, NE 68066
p. 402.443.4661
f. 402.443.3508



PROJECT MANAGER
David C. Henke, CPO
p. (402) 443-7464
m. (402) 443-8005
e. dhenke@jeo.com



PROJECT SUPERINTENDENT
Troy Johnston, PE
p. (402) 443-7489
m. (402) 443-8008
e. tjohnston@jeo.com



PROJECT ENGINEER
Andrew Pennekamp, PE
p. (515) 964-5310
m. (608) 732-6268
e. apennekamp@jeo.com

JEO Consulting Group staff will lead the design efforts for the Glur Park Splash Pad, while JEO Investments will lead the construction efforts.

SUB-CONTRACTOR



PLUMBING

Wiese Plumbing and Excavating, Inc.
Brian Wiese
620 Marvin Ct
Fremont, Nebraska 68025
p. 402.720.0673
e. wieseplumbing@yahoo.com

Wiese Plumbing and Excavating has provided the plumbing needs on several splash pads throughout Nebraska and Iowa, including most of the splash pads designed by JEO Consulting Group.

OTHER NECESSARY SUBCONTRACTORS

Fencing | Site Work | Concrete Pad | Electrical

CAPACITY TO DELIVER TIMELY WORK

The planned hours for major assignments and availability are shown below. JEO has grown to nearly 200 team members in the last year, which includes key hires in the water infrastructure, environmental sciences, and transportation engineering departments. This provides us with a wealth of experience and knowledge to draw from. JEO has assembled this team of experts with a proven track record of executing projects on time and within budget. We are confident that our team has the qualified resources to meet your project objectives and schedules.

CURRENT WORKLOAD OF THE CONSULTANT PROVIDES CAPACITY TO ACCOMPLISH THE WORK

The JEO team has the availability to meet the City of Columbus’ proposed timeline. The table below illustrates work assignments of the key team members with their availability for the duration of the project.

KEY STAFF MEMBERS	WORK ASSIGNMENT	% TIME CURRENTLY AVAILABLE FOR THE DURATION OF THE PROJECT	% TIME REQUIRED FOR THIS PROJECT
Dave Henke, CPO	JEO Consulting Group, Inc. Design-Builder Principal	40%	15%
Andrew Pennekamp, PE	JEO Consulting Group, Inc. Site/Civil Project Engineer	30%	10%
Noah Dryden, CPO	JEO Consulting Group, Inc. CAD Technician	20%	5%
Jeff Sobczyk, PE	JEO Consulting Group, Inc. Electrical Engineer	10%	5%
Ethan Joy, PE, LEED AP	JEO Consulting Group, Inc. QA/QC	10%	2%
Troy Johnston, PE	JEO Investments Project Superintendent	20%	15%

RESOLUTION NO. R19- 92

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE WIRING CROSSING AGREEMENTS WITH UNION PACIFIC RAILROAD COMPANY, FOLDER NOS. 03081-57, 03080-64, AND 03077-94, IN THE TOTAL AMOUNT OF \$3,750 FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CASING PIPE AND FIBER OPTIC WIRING IN CONJUNCTION WITH THE COLUMBUS FIBER OPTICS PROJECT; COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Wiring Crossing Agreements with Union Pacific Railroad Company, Folder Nos. 03081-57, 03080-64, and 03077-94, in the total amount of \$3,750 for construction, maintenance, and operation of casing pipe and fiber optics wiring in conjunction with the Columbus Fiber Optics Project, copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 16, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: UPRR Wiring Crossing Agreements for City Fiber Optic Project

RECOMMENDATION:

I recommended the approval of the Wiring Crossing Agreements with Union Pacific Railroad Company, folder Nos. 03881-57, 03080-64, and 03077-94; in the combined amount of \$3,750, regarding the construction, maintenance, and operation of a casing pipe and fiber optics wiring, concerning the Columbus Fiber Optics Project,

DISCUSSION:

The UPRR permits are required for providing the looped fiber optics as part the City Fiber Optics Project under construction.

UPRR Folder 03080-64 is located at the crossing with 15th Street
UPRR Folder 03081-57 is located at the crossing with 19th Street (as extended)
UPRR Folder 03077-94 is located at the crossing with 26th Avenue

FISCAL IMPACT:

Each location permit cost is \$1,250 for a combined \$3,750 from part of 2018-2019 CIP 19-8.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: _____



May 16, 2019
Folder: 03077-94

TOBY GOC
CITY OF COLUMBUS
2424 14TH ST
COLUMBUS NE 68602

RE: Proposed Construction of a Two (2) Underground 2 Inch HDPE Conduits, One Containing Fiber Optic, The Other Conduit Empty, Wireline Crossing at Mile Post 84.53 on the Columbus Subdivision at or near Columbus, Platte County, Nebraska

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03077-94 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 84.53, Columbus Subdivision
Location: Columbus, Platte County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of May 16, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF COLUMBUS**, to be addressed at 2424 14th St, Columbus, Nebraska 68602 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate two (2) underground 2 inch HDPE conduits, one containing fiber optic, the other conduit empty, only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Columbus, Platte County, State of Nebraska ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 24, 2019, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for two (2) underground 2 inch HDPE conduits, one containing fiber optic, the other conduit empty, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

D. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement. Under no circumstances shall Licensee modify the Wireline or add additional wirelines to the conduit, or allow any third-parties to modify the Wireline or add additional wirelines to the conduit, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify the Wireline or add additional wirelines to the conduit shall be made in accordance with Licensor's then-current wireline crossing application procedures.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03077-94)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF COLUMBUS
2424 14th St
Columbus, Nebraska, 68602

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF COLUMBUS

By: _____

By: _____

Casey Moore
Union Pacific Railroad
Real Estate - Utilities

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

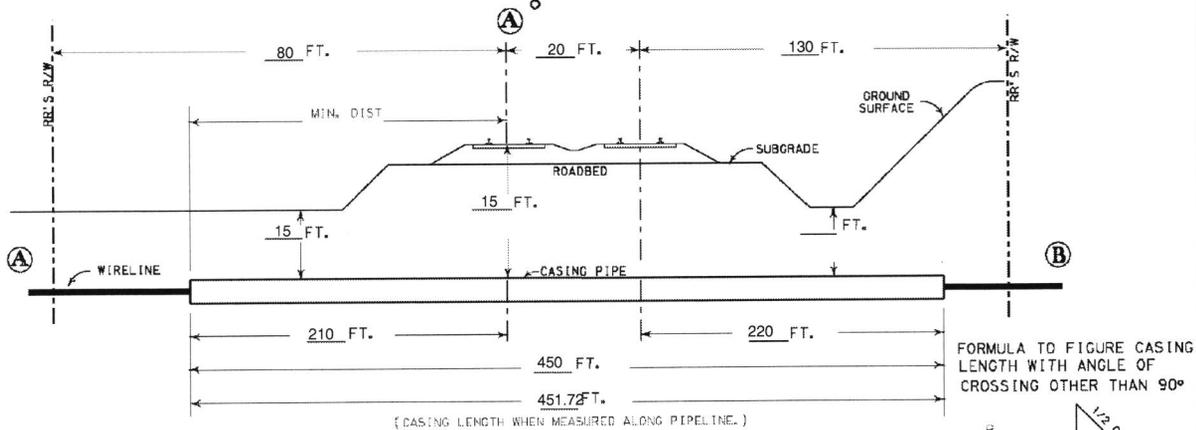
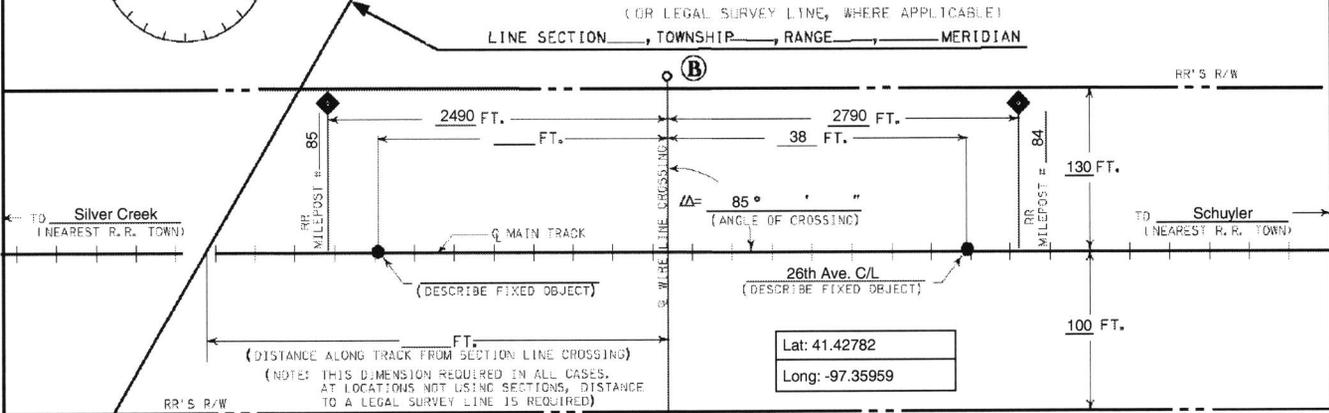


UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE



NOTES :

- A) TYPE WIRELINE CROSSING: FIBER OPTIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 1
- C) CASING TYPE TO BE INSTALLED (2) 2" HDPE
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 210
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 0
- G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Columbus Sub.

(SUBDIVISION)

M. P. 84.53 E. S. 4947+08 ±

UNDERGROUND WIRELINE CROSSING

COLUMBUS

PLATTE

NE

(NEAREST RR STATION)

(COUNTY)

(STATE)

FOR

CITY OF COLUMBUS

(APPLICANT)

RR FILE NO. 0307794 DATE 4/24/2019

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the 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. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
Created: 5/19/18
Last Modified: 05/19/18
Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor

Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



May 16, 2019
Folder: 03080-64

TOBY GOC
CITY OF COLUMBUS
2424 14TH ST.
COLUMBUS NE 68602

RE: Proposed Construction of a One (1) Underground Fiber Optic Wireline Crossing at Mile Post 83.17 on the Industry Track Opposite Columbus Subdivision at or near Columbus, Platte County, Nebraska

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

- Payment in the amount of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03080-64 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 83.17, Industry Track Oppos Subdivision
Location: Columbus, Platte County, Nebraska

THIS AGREEMENT (“Agreement”) is made and entered into as of May 16, 2019, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF COLUMBUS**, to be addressed at 2424 14th St., Columbus, Nebraska 68602 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Columbus, Platte County, State of Nebraska ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 01, 2019, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03080-64)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF COLUMBUS
2424 14th St.
Columbus, Nebraska, 68602

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF COLUMBUS

By: _____

By: _____

Casey Moore
Union Pacific Railroad
Real Estate - Utilities

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F

REV 10-26-2007

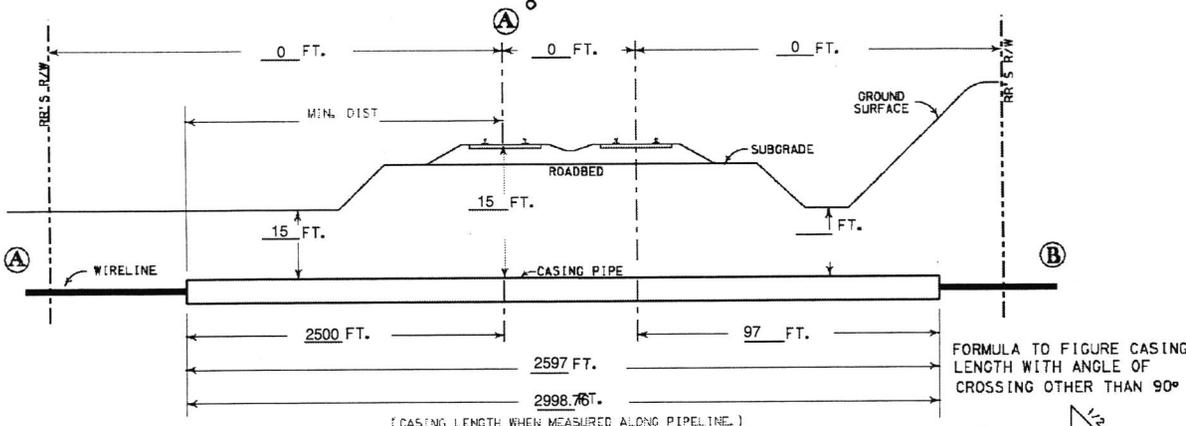
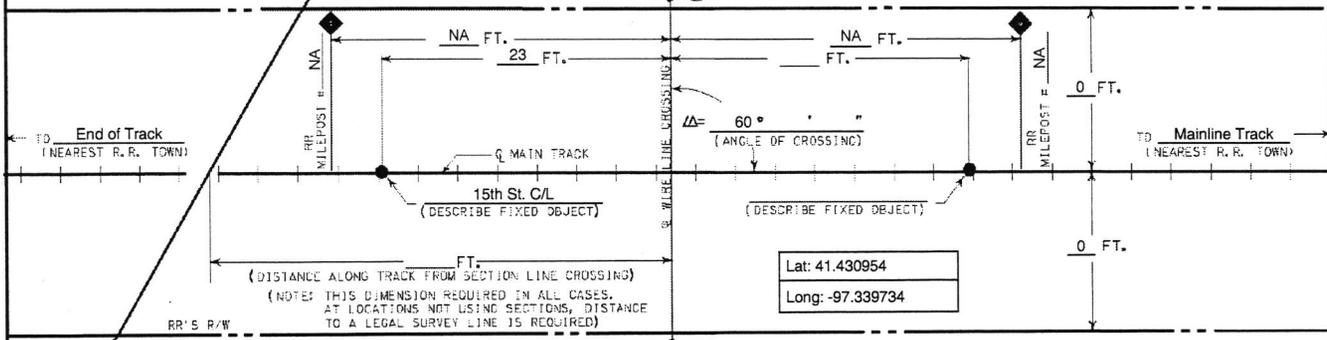
www.uprr.com

NO SCALE

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)

LINE SECTION _____, TOWNSHIP _____, RANGE _____, MERIDIAN _____

RR'S R/W



NOTES :

Wireline to be located 20' south of the 15th St. C/L measured perpendicularly from the road C/L.

- A) TYPE WIRELINE CROSSING: FIBER OPTIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 1
- C) CASING TYPE TO BE INSTALLED HDPE SDR-11
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 97
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 2960
- G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Ind. Track Opp. Columbus Sub.

(SUBDIVISION)

M. P. Opp. 83.17 E. S. Opp. 4884+27 ±

UNDERGROUND WIRELINE CROSSING

COLUMBUS PLATTE NE
(NEAREST RR STATION) (COUNTY) (STATE)

FOR CITY OF COLUMBUS (APPLICANT)

RR FILE NO. 0308064 DATE 04/01/2019

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the 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. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
Created: 5/19/18
Last Modified: 05/19/18
Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



May 16, 2019
Folder: 03081-57

TOBY GOC
CITY OF COLUMBUS
2424 14TH ST
COLUMBUS NE 68602

RE: Proposed Construction of a One (1) Underground Fiber Optic Wireline Crossing at Mile Post 0.98 on the Norfolk Spur Subdivision at or near Columbus, Platte County, Nebraska

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

- Payment in the amount of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03081-57 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 0.98, Norfolk Spur Subdivision
Location: Columbus, Platte County, Nebraska

THIS AGREEMENT (“Agreement”) is made and entered into as of May 16, 2019, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF COLUMBUS**, to be addressed at 2424 14th St, Columbus, Nebraska 68602 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Columbus, Platte County, State of Nebraska ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 01, 2019, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03081-57)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF COLUMBUS
2424 14th St
Columbus, Nebraska, 68602

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF COLUMBUS

By: _____

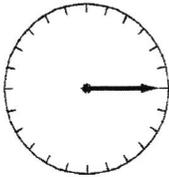
By: _____

Casey Moore
Union Pacific Railroad
Real Estate - Utilities

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

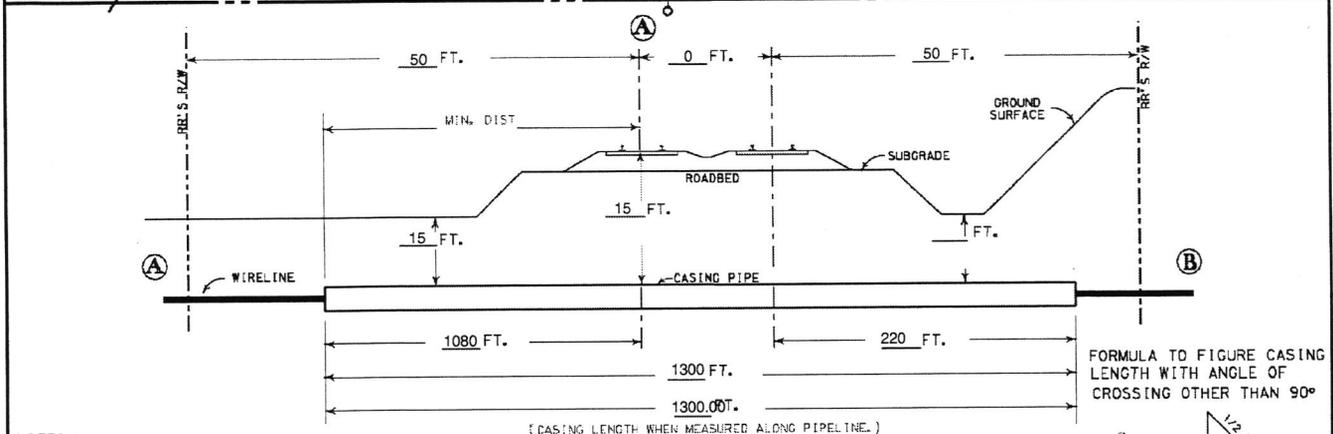
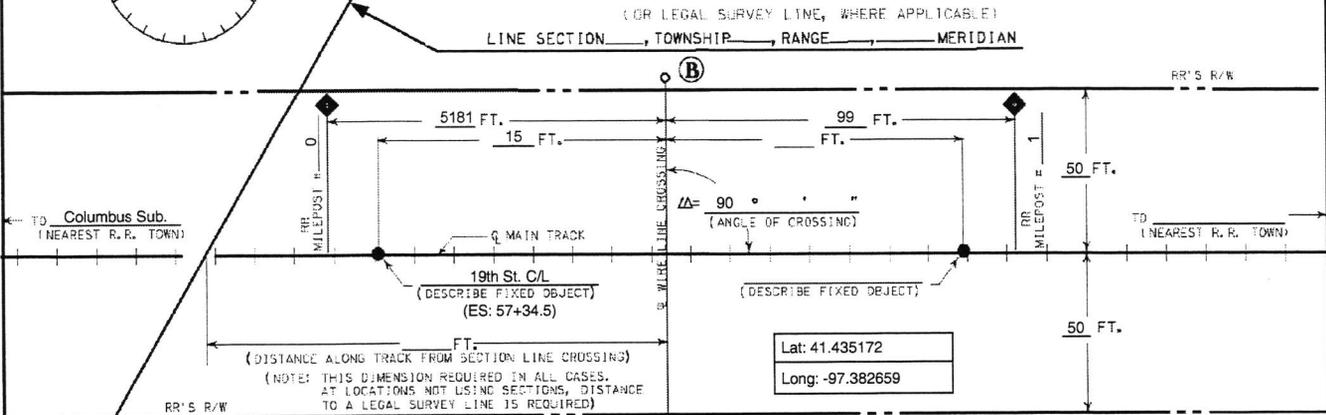


UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE



NOTES :

- A) TYPE WIRELINE CROSSING: FIBER OPTIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 1
- C) CASING TYPE TO BE INSTALLED HDPE SDR-11
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 220
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 1480
- G) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Norfolk Spur

(SUBDIVISION)

M. P. 0.98 E. S. 57+49.5

UNDERGROUND WIRELINE CROSSING

COLUMBUS PLATTE NE

(NEAREST RR 5141.001) (COUNTY) (STATE)

FOR CITY OF COLUMBUS (APPLICANT)

RR FILE NO. 0308157 DATE 04/01/2019

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the 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. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

OUTSTANDING VOUCHER LIST
May 20, 2019 City Council Meeting

<u>VENDOR NAME</u>	<u>BATCH/VOUCHER#</u>	<u>ACCT CHARGED</u>	<u>DESCRIPTION</u>	<u>DUE DATE</u>	<u>GROSS</u>
ARL Credit Services Inc.	051-784	130-590	Collection Services	05/20/19	15.21
	052-824	121-593	Collection Services	05/20/19	1,996.81
				INV TOTAL	<u>2,012.02</u>