

City Council Regular Meeting
Monday, February 1, 2021 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

OPEN MEETINGS ACT

**NEBRASKA
REVISED STATUTES
84-1407 THROUGH 84-1414**



**EFFECTIVE
NOVEMBER 14, 2020**



This is a complimentary copy of the Open Meetings Act - Nebraska Revised Statutes 84-1407 through 84-1414. We hope you find it helpful when conducting your public meeting.

There were revisions made to the Open Meetings Act in the 2020 Nebraska State Legislature. The most recent version of the Open Meetings Act in this manual is in effect as of November 14, 2020.

This manual is provided to Nebraska municipalities by the League of Nebraska Municipalities (LONM) and the League Association of Risk Management (LARM).



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84-1407. ACT, HOW CITED. SECTIONS 84-1407 TO 84-1414 SHALL BE KNOWN AND MAY BE CITED AS THE OPEN MEETINGS ACT.

**84-1408. DECLARATION OF INTENT;
MEETINGS OPEN TO PUBLIC.**

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

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

84-1409. TERMS, DEFINED. FOR PURPOSES OF THE OPEN MEETINGS ACT, UNLESS THE CONTEXT OTHERWISE REQUIRES:

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

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

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

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

**84-1410. CLOSED SESSION; WHEN; PURPOSE;
REASONS LISTED; PROCEDURE; RIGHT TO
CHALLENGE; PROHIBITED ACTS; CHANCE
MEETINGS, CONVENTIONS, OR WORKSHOPS.**

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

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open

Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

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

84-1411. MEETINGS OF PUBLIC BODY; NOTICE; METHOD; CONTENTS; WHEN AVAILABLE; RIGHT TO MODIFY; DUTIES CONCERNING NOTICE; VIDEOCONFERENCING OR TELEPHONE CONFERENCING AUTHORIZED; EMERGENCY MEETING WITHOUT NOTICE; APPEARANCE BEFORE PUBLIC BODY.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state coun-

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

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

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

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

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

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

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public

power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

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

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

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

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

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

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

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

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

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

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

84-1412. MEETINGS OF PUBLIC BODY; RIGHTS OF PUBLIC; PUBLIC BODY; POWERS AND DUTIES.

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

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

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

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

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

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

- (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
- (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;
- (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;
- (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
- (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;
- (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and
- (g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

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

84-1413. MEETINGS; MINUTES; ROLL CALL VOTE; SECRET BALLOT; WHEN.

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

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

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

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

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

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

**84-1414. UNLAWFUL ACTION BY PUBLIC BODY;
DECLARED VOID OR VOIDABLE BY DISTRICT COURT;
WHEN; DUTY TO ENFORCE OPEN MEETING LAWS;
CITIZEN'S SUIT; PROCEDURE;
VIOLATIONS; PENALTIES.**

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

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

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

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

EFFECTIVE DATE – NOVEMBER 14, 2020

**DISTRIBUTED BY THE
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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.**

4.A. Minutes of January 18, 2021, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on January 18, 2021, 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, Police Chief Chuck Sherer, Community Development Director Dan Curtis, Fire Chief Dan Miller, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Human Resources Director Tammy Orender, and Library Assistant Brenda Pflum.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **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 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 Augustine-Schulte 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 January 4, 2021, City Council meeting.**
 - 4.B. **Reappointment of Jack Gutierrez, Sandra Jochens, and Bruce Schmidt to the Board of Parks Commissioners for three-year terms.**
 - 4.C. **Resolution No. R21-03 approving Lease to Hangar Aircraft with Dale Gasper, Nancy Gasper, Jaime Gasper, and Jesse Gasper for Hangar No. 1315-4. (Board of Airport Commissioners recommends approval.)** Resolution No. R21-03 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE

LEASE TO HANGAR AIRCRAFT WITH DALE GASPER, NANCY GASPER, JAIME GASPER, AND JESSE GASPER (HANGAR NO. 1315-4) AT THE COLUMBUS MUNICIPAL AIRPORT.

4.D. Resolution No. R21-04 authorizing payment of various improvement projects. Resolution No. R21-04 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: OBRIST & COMPANY, INC. - SEWER EXTENSION DISTRICT NO. 47; WATER EXTENSION DISTRICT NO. 64, DEER RUN ESTATES 23 STREET FROM 54 AVENUE TO SHADY LAKE ROAD - \$98,913.33.

4.E. Finance Department reports.

4.F. Payroll and bills on file. CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 01/22/21 01/22/21 Payroll \$659,606.84; A to Z Messaging 105.00 S; Ace Hardware 447.73 S; Ace Sanitation 78.00 S; Advance Auto Parts 157.66 S; AlphaMedia 1,850.00 S; American Family Ins 858.00 R; Awards & Engraving 49.25 S; Axon Enterprise 4,072.50 S; B2 Envr 3,850.00 CP; Behlen Towing 664.00 S; Bibliotheca 1,500.00 S; Black Hills Energy 6,995.81 S; Blackstrap 3,303.59 S; Blue360 Media 162.75 T; Bound Tree Med 648.81 S; Brunkhorst Engine Machine 145.00 S; BVH 172,480.20 CP; Capital Bus Sys 47.00 S; Carolina Sftwr 200.00 S; CCC 437.00 T; Central Parts 558.31 S; Century Line 994.63 S; City of North Platte 300.00 T; Civic Plus 29,047.00 CP,S; Club Prophet 90.00 S; CNC Repair 2,718.56 S; Col Chamber 1,380.00 S; CCH 2,331.31 S; Col Custom Embr 38.00 S; Col Family Resource Ctr 9,311.58 S; Commonwealth Elec 15,891.12 CP,S; Consolidated Mgmt 123.08 T; Core & Main 1,225.42 S; Cornhusker Power 911.97 S; Culligan 189.85 S; Dale Johnson Trucking 1,912.50 S; DTN 786.00 S; D Dunbar 7,145.21 E,S; Eakes 609.41 S; B Earley 57.92 R; Electric Pump 90.13 S; Electronic Eng 2,633.45 CP; Ernst Toyota 82.55 S; Extreme Glass 290.15 S; Faith Regional Hlth 932.00 S; Farm Progress 26.95 S; First Natl Bank 3,968.73 E; Foreman Lumber 131.00 S; Frontier 1,657.68 S; Galls 377.64 S; George Butler Assoc 4,872.00 CP; Gilmore & Assoc 2,450.00 CP; Godfather's 90.96 S; GolfNow 175.00 S; Great Plains Comm 310.00 S; Great Plains Uniforms 178.50 S; H Grotelueschen 22.99 R; D Gubbels 146.50 S; Gunslingers 685.00 S; Hadley-Braithwait 136.85 S; J Harless 74.88 E; HDR 10,933.91 CP; Heartland Nat Gas 9,871.62 S; E Hernandez 500.00 E; HLK 3,047.50 G; HOA Solutions 517.50 S; M Howerter MD 616.00 S; Hydro Int'l Wastewater 482.77 S; IBM 2,917.22 S; Ingram Library 2,474.15 S; Ins Services

of Col 100.00 S; Int'l Code Council 493.10 T; Interstate Battery 102.95 S; Jackson Services 1,510.15 S; JMGC Properties 7,153.17 G; Koch Excavating 2,430.00 S; Language Line 113.02 S; LARM 157.46 R; League of NE Municipalities 395.00 T; Lingo 51.65 S; Logan Contractors 5,040.00 S; Loup Power 83,785.15 S; MacQueen Equip 25,021.19 S; Mail Prep 4,267.55 S; Mailbox 10.10 S; Marley's Elec 1,547.16 S; Matheson-Linweld 25.11 S; Menards 599.62 S; MW Laboratories 90.75 S; MW Tape 152.45 S; Mike's Towing 824.00 S; Mitchell1 2,472.28 S; MTM Recog 97.28 S; Municipal Pipe Tool 266.18 S; NAPA 83.86 S; NE Harvestore 388.73 S; NE Library Comm 1,352.00 S; NE Total Care 341.25 R; Niemann's Port-A-Pot 40.00 S; NENEDD 420.00 G; NE NE Solid Waste Coal 56,853.65 S; NW Electric 830.96 S; NoSwett Fencing 32,400.00 CP; Obrist & Co 98,913.33 CP; Occupational Health 99.00 S; OCLC 1,218.43 S; Officenet 442.48 S; Oliver Packaging 2,242.58 S; Olson's Pest Tech 50.00 S; One Call Concepts 172.66 S; One Source 27.00 S; O'Reilly 383.93 S; Otte Elec 7,777.87 CP,S; R Pensick 86.25 E; Pete Lien 11,601.23 S; Petty Cash 154.74 E; Platte Co 3,097.23 S; Reg of Deeds 158.00 S; Platte Valley Comm 21,481.90 CP,S; Presto-X 96.00 S; Productivity Plus 349.84 S; Quadient 1,000.00 S; Reardon 632.87 S; Sapp Bros 14,640.56 S; Schieffer Signs 384.00 S; Schwing Bioset 1,290.19 S; ServiceMaster 8,227.98 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 8,295.75 S; Sirius 8,525.00 S; SparqData 3,000.00 S; SpecialTee Screen Prtg 360.00 S; NE Dept of Rev 47,219.92 S; Super Saver 37.68 S; Sysco 4,598.58 S; Telecommunications Sys 1,554.00 S; J Temme 35.29 R; Tenenz 332.83 S; Time Warner 59.99 S; Tire Outlet 257.00 S; TM Cleaning 200.00 S; Tractor Supply 104.21 S; Truck Ctr 3,097.43 S; Turfwerks 1,520.16 S; Twin Rivers Vet 159.00 S; U & I Sanitation 119.50 S; USPS 364.00 S; USDA, APHIS 1,185.27 S; Utility Ser 11,164.80 S; Van Wall 1,077.89 S; Verizon 3,563.44 S; Waste Connections 138.06 S; Wellness Partners 10.00 S; Western Ltd Ins 90.78 R; Wilson & Co 5,160.26 CP; Winsupply Norfolk 303.86 S; Winter Equip 1,666.66 S; World Trade Press 700.40 S; Z Elmer 28.60 R; Zee Med 201.10 S; Zoll Med 2,511.57 S. TOTAL \$1,495,561.51.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **State of the City address by Mayor Bulkley.** Mayor Bulkley gave his 2021 State of the City address to review accomplishments in 2020 and noted that in spite of the COVID-19 pandemic, the community is thriving and a significant number of projects have been completed.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Citizen's Advisory Review Committee report of activities presented in accord with the Columbus Economic Development Plan.** Vasicek reported on the Citizen's Advisory Review Committee activities over

- the past six months and noted that none of the approved activities have been expended to date. No public testimony was heard. The public hearing closed with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.B. Public hearing - Amendment to Redevelopment Plan for the Armory Neighborhood Redevelopment Area (Ace Oversize Storage Redevelopment Project) located east of East 14 Avenue between East 23 Street and 25 Street. (Planning Commission recommends approval.** Mitchell Peterson, 3264 East 15 Avenue, described the project for oversize storage units and explained that the cost to resolve drainage issues on this property is significant and Tax Increment Financing will be utilized. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.B.1. Resolution No. R21-05 approving amendment to redevelopment plan.** Resolution No. R21-05 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE ACE OVERSIZE STORAGE REDEVELOPMENT PROJECT)" was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.C. Public hearing - Application of Highland Park Evangelical Church for final plat and development agreement of Highland Park Church 2nd Addition (4115 38 Street). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.C.1. Public hearing - Determine whether portions of Highland Park Church 2nd Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.C.2. Resolution No. R21-06 approving final plat, development agreement, and bringing portions of said addition into the corporate limits.** It was noted that the required documents for Agenda Item 7.C.2 were not submitted in time for this meeting and Resolution No. R21-06 was removed from the agenda with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte,

Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.D. Public hearing - Application of Granville Custom Homes, Inc. for final plat and development agreement of New Frontier Subdivision (East 14 Avenue and Armory Drive). (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed 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".

7.D.1. RESOLUTION NO. R21-07 APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT. Resolution No. R21-07 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4, SECTION 15, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND ASSUMING THE WEST LINE OF SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4 TO HAVE A BEARING OF N 00°08'15" W; THENCE N 00°08'15" W, A DISTANCE OF 120.07 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°08'15" W, ON THE WEST LINE OF SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4, A DISTANCE OF 149.97 FEET, TO THE NORTHWEST CORNER OF A TRACT SURVEYED BY BRUCE L. GILMORE, L.S. #96, DATED FEBRUARY 29, 1988; THENCE S 89°07'43" E, A DISTANCE OF 209.99 FEET, TO THE NORTHEAST CORNER OF SAID TRACT SURVEYED BY BRUCE L. GILMORE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, BLOCK A, FRONTIER PARK ADDITION; THENCE S 00°08'08" E, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 206.48 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE S 89°53'53" W, ON THE SOUTH LINE OF LOT 1, BLOCK A, FRONTIER PARK ADDITION, A DISTANCE OF 159.96 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 00°08'15" W, ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 59.23 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N 89°08'42" W, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.94 ACRES, MORE OR LESS. HEREAFTER TO BE KNOWN AS NEW FRONTIER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE NEW FRONTIER SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION, WHICH SETS

FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION was adopted with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Finance Department reports included in Consent Agenda
 - 9.A. **Police department update on mask ordinance.** It was noted that the mask requirement was lifted three days following the January 4th city council meeting and there have been no complaints received.
 - 9.B. **Police department annual report on K-9 deployment.** Sherer reported on the number of calls where Eros, the department's K-9, was utilized.
10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - January 11, 2021.**
 - 10.A.1. **October through December 2020 quarterly report of the Traffic Control Device Committee.** A recommendation was made to the mayor and council that the October through December 2020 quarterly report of the Traffic Control Device Committee be approved. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 10.A.2. **Request of State of Nebraska for permanent easement in Roselawn Cemetery in conjunction with Highway 30 reconstruction project.** A recommendation was made to the mayor and council that the offer from the State of Nebraska in the amount of \$730 for acquisition of easement in Roselawn Cemetery be accepted. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 10.A.3. **South Mobility Study interim recommendations for 8 Street at the intersections of 3 Avenue, 12 Avenue, 18 Avenue, and 27 Avenue.** It was noted that the South Mobility Study's interim recommendations are to: 1) remove the westbound left-hand turn lane on 8 Street at 27 Avenue to provide a wide lane for westbound through traffic; 2) remove the eastbound and westbound left-hand turn lanes on 8 Street at 18 Avenue to provide wider lanes for through traffic; 3) restripe the northbound and southbound approaches to 8 Street at 12 Avenue to provide left-hand turn lanes and add left-hand turn arrows; and 4) add stop signs and stop ahead signs on eastbound and

westbound approaches to 3 Avenue and 8 Street intersection be approved. A recommendation was made to the mayor and council that the South Mobility Study interim recommendations on 8 Street at the intersections of 3 Avenue, 12 Avenue, 18 Avenue, and 27 Avenue be approved. A motion was made by Roth and seconded by Schilling to adopt the report. A motion was made by Hiemer and seconded by Augustine-Schulte to amend the report to leave the westbound left-hand turn lane in place on 8 Street at 18 Avenue. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". A motion was made by Kresha to leave the intersection at 8 Street and 3 Avenue as is and not add four-way stop signs. Motion died for lack of a second. The report was adopted as amended with Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Roth, and Schilling voting "Aye" and Kresha voting "Nay".

- 10.A.4. Sidewalk and ramp location policy in conjunction with 3 Avenue from 8 Street to South 3 Street project.** A recommendation was made to the mayor and council that crosswalks be installed at 3 Street and 3 Avenue and the approaches along 3 Avenue from 8 Street to South 3 Street be widened to achieve a 90-degree angle. A motion was made by Roth and seconded by Schilling to adopt the report. Rudy Brunkhorst, 255 3 Avenue, and Tara Watchorn, 309 Centennial Street, expressed frustration with drainage issues and the lack of crosswalks and lighting in the area. It was noted that installation of lighting is in progress and staff will investigate the drainage issues. A motion was made by Augustine-Schulte and seconded by Bahr to amend the report to include crosswalks at Dawn Drive and 4 Street at 3 Avenue. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". The report was adopted as amended with Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voting "Aye" and none voting "Nay".

10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - January 12, 2021.

- 10.B.1. Amendment to Municipal Recognition Program to add Columbus Bucks as a service award option and increase the amount paid for each level of service by \$10.** A recommendation was made to the mayor and council that the amendment to the Municipal Recognition Program to add Columbus Bucks as a service award option and increase the amount paid for each level of service by \$10 be approved. The report was adopted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 10.B.2. Amendment to Personnel Manual with regard to Holiday Pay, Compassionate Leave, and Accrual of Vacation and Sick Time.** A recommendation was made to the mayor and council that the amendment to the personnel manual regarding holiday pay, compassionate leave, and accrual of vacation and sick time be approved. The report was adopted with a

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

10.B.3. Amendment to Schedule of Fees to accommodate operations associated with permitting software. A recommendation was made to the mayor and council that the amendment to the Schedule of Fees regarding permits be approved. The report was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Appointment of Kyle Lingenfelter as Fire Lieutenant. Augustine-Schulte read a brief resume and the mayor's appointment of Kyle Lingenfelter as Fire Lieutenant was ratified 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".

13.B. Comments from mayor and city council members. Jablonski commended Mayor Bulkley on his State of the City address.

14. RESOLUTIONS:

14.A. Resolution No. R21-08 approving agreement with the Columbus Rural Fire Protection District. Resolution No. R21-08 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE COLUMBUS RURAL FIRE PROTECTION DISTRICT, 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 Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

14.B. Resolution No. R21-09 approving Deed of Dedication from John Obrist perpetual easement for public right-of-way in the intersection of 41 Avenue and 11 Street. Resolution No. R21-09 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION CONTAINING A PERPETUAL EASEMENT FOR A PUBLIC RIGHT-OF-WAY FROM JOHN OBRIST, LOCATED IN THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: PART OF W 1/2 LOT 8, DRAPERS OUTLOTS TO THE CITY OF COLUMBUS,

PLATTE COUNTY, NEBRASKA (INTERSECTION OF 41 AVENUE AND 11 STREET) was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING:

- 15.A. Ordinance No. 21-05 correcting Ordinance No. 21-02 (Pay Plan) to include the 2020-2021 Pay Scale Table.** The rules were suspended and Ordinance No. 21-05 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CORRECTING ORDINANCE NO. 21-02 (THE PAY PLAN) TO INCLUDE THE 2020-2021 PAY SCALE TABLE was read by number only with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-05 was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

16. ORDINANCES ON SECOND READING:

- 16.A. Ordinance No. 21-04 amending multiple sections of Chapter 33 of Title III of Columbus City Code to update and make organizational changes for the fire department.** On its second reading, Ordinance No. 21-04 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING MULTIPLE SECTIONS OF CHAPTER 33 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE AND MAKE ORGANIZATIONAL CHANGES FOR THE FIRE DEPARTMENT; 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.

17. ORDINANCES ON THIRD READING:

- 17.A. Ordinance No. 20-32 adopting Unified Land Development Ordinance.** On its third reading, Ordinance No. 20-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REPEALING THE EXISTING LAND DEVELOPMENT ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY ORDINANCE NO. 96-08 ON MARCH 18, 1996, ALONG WITH ALL SUBSEQUENT AMENDMENTS; ADOPTING THE UNIFIED LAND DEVELOPMENT ORDINANCE AS SET FORTH HEREIN; INCORPORATING CHAPTER 152, SWIMMING POOLS, INTO THE UNIFIED LAND DEVELOPMENT ORDINANCE; INCORPORATING THE UNIFIED LAND DEVELOPMENT ORDINANCE INTO THE COLUMBUS CITY CODE; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR THE

EFFECTIVE DATE HEREOF AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH 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". Bulkley noted that staff has been working on a complete review of the Land Development Ordinance for the past year and commended them on their efforts.

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE: Payroll and all other bills included in Consent Agenda

18.A. ARL Credit Services. ARL Credit Services - Service \$649.98. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 8:07 p.m.

Presented and approved this 1 day of February, 2021.

MAYOR

ATTEST:

CITY CLERK

4.B. Resolution No. R21-10 amending By-Laws of the Board of Parks Commissioners to change meeting dates from third Tuesday of the month to first Tuesday of the month.

RESOLUTION NO. R21-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE BY-LAWS OF THE COLUMBUS BOARD OF PARKS COMMISSIONERS TO CHANGE MEETING DATES FROM THE THIRD TUESDAY OF THE MONTH TO THE FIRST TUESDAY OF THE MONTH, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Board of Parks Commissioners approved the By-Laws of the Columbus Board of Parks Commissioners on September 16, 2008, and the mayor and city council approved said by-laws on October 20, 2008, by Resolution No. R08-103.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the By-Laws of the Columbus Board of Parks Commissioners be amended to change the meeting dates from the third Tuesday of the month to the first Tuesday of the month, a copy of which is attached hereto and incorporated herein by this reference.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BY-LAWS
OF
COLUMBUS BOARD OF PARKS COMMISSIONERS**

The principal office of the Columbus Board of Parks Commissioners will be located at City Hall, 2424 14 Street, Columbus, Platte County, Nebraska.

**I
SEAL**

The Board shall have no seal, but in the event any document to be executed by the Board requires the affixing of a seal, the secretary may inscribe on such document the name of the Board in these words "Columbus Board of Parks Commissioners" followed by the signature of the chair.

**II
MEMBERS**

1. The Columbus Board of Parks Commissioners (CBPC) shall consist of nine members. All members shall be residents of the city of Columbus, Nebraska, who shall be appointed by the mayor by and with the approval of the city council. Members shall take an oath of office and shall faithfully perform the duties of the office and will not be actuated or influenced therein by personal or political motives. Members shall serve for a term of three years and may serve for more than one term of office.
2. Meetings of the CBPC will be held in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, unless written notice of a different location is given to each member at least one day in advance of the scheduled meeting.
3. Regular meetings of the CBPC will be held the first Tuesday of each month and the Board may meet as necessary to perform duties described in Article V. Notice of any Special Meeting of the CBPC shall be given to the chair and each member by notifying said chair and member personally by telephone or electronic mail or leaving a verbal or written message at the members' usual place of business or residence.
4. A majority of the members (five or more) of the CBPC must be present to constitute a quorum for the transaction of business and a simple majority of the members present shall be necessary and sufficient to take affirmative action. At all meetings, regular or special, only those members present shall be entitled to vote.

III OFFICERS

1. The officers of the CBPC shall consist of a chair, a vice chair, and a secretary. The chair and vice chair shall be elected annually at the January meeting of the CBPC and will serve during the calendar year.
2. The chair shall be a member of the Board and shall preside at all meetings unless absent or disqualified. The chair shall have general authority to supervise, direct, and manage the business and affairs of the Board. The chair shall be responsible for carrying out the orders and resolutions of the Board.
3. The vice chair shall be a member of the Board and shall, in the absence, disability, or disqualification of the chair, perform duties and exercise the powers of the chair and shall perform other duties as the Board may prescribe from time to time.
4. The secretary shall be a city staff member who shall keep the minutes and records of the CBPC, prepare the agendas for regular and special meetings, provide notice of meetings to members, arrange proper and legal notices of hearings, attend to correspondence of the CBPC, and such other duties as are normally carried out by a secretary.
5. In the absence or disability of any officer of the Board, the Board may delegate duties of any officer to a member of the Board as it may deem necessary.
6. It shall be considered neglect of duty for any member of the CBPC to neglect or fail to attend two consecutive meetings without first notifying the chair or secretary prior to such absence. The CBPC may recommend to the mayor and city council that said member be removed from the Board. Any member may, after public hearing before the city council, be removed by the mayor with the consent of the majority vote of the members elected to the city council for inefficiency, neglect of duty or malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term by the mayor.

IV CONDUCT

The CBPC shall conduct its meetings in accord with the Open Meetings Act, Nebraska Revised Statutes Section 84-1407 to 84-1414, and shall perform those duties as set forth in Section 16-696, et seq., Nebraska Reissue Revised Statutes and amendments and supplements thereto, and shall take charge of all facilities as defined in Section 32.019, Columbus City Code. CBPC has the power to establish rules for the management, care

and use of the facilities. It shall be the duty of the CBPC to layout, beautify, and improve all facilities to the extent funds may be provided for such purposes. CBPC is not authorized to execute any contracts or to make any expenditure that has not been budgeted.

**V
PROCEDURE**

The Rules of Parliamentary Procedure, comprised in the current edition of "Robert's Rules of Order" shall be used as a guideline for all proceedings of the CBPC; however, will not be used to govern the proceedings of the CBPC or in cases where they are inconsistent with state statutes or local ordinances.

**VI
AMENDMENTS**

These by-laws and any part thereof may be altered, amended, changed, repealed, or added to by a vote of the majority of the members present at a Board meeting, provided written notice of the proposed amendment shall have been provided to the members at least 15 days prior to the meeting at which action is to be taken. Such amendments will be presented to the city council for approval following an affirmative vote.

APPROVED BY THE COLUMBUS BOARD OF PARKS COMMISSIONERS THIS

19th DAY OF January, 2021.

Brad Hansen
CHAIR

APPROVED BY THE COLUMBUS CITY COUNCIL THIS _____ DAY OF

_____, 2021.

MAYOR

ATTEST:

CITY CLERK

The City of **Columbus**

MEMORANDUM

DATE: January 20, 2021
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Change by-laws for Board of Park Commissioners

RECOMMENDATION: Staff recommends that the City Council approve the change in the by-laws for the Board of Park Commissioners regarding changing the meeting date from the third Tuesday of each month to the first Tuesday of each month.

DISCUSSION: As a recommending board to the City Council, requests the Park Board receives from patrons that they forward on to the City Council can take as long as three weeks before getting to the City Council for consideration. This is because both City Council meetings are before the Park Board meeting each month. Staff and the Park Board felt if they moved their monthly meeting to earlier in the month that recommendations from the Board could be considered by the City Council in a timelier manner and provide quicker response to patrons making requests.

FISCAL IMPACT: None

ALTERNATIVE: None

CONCURRENCE: Board of Park Commissioners

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator

4.C. Resolution No. R21-11 approving the use of Pawnee Park to camp overnight on Friday, June 11 and Saturday, June 12, 2021, for annual Antique Tractor and Gas Engines Show.

RESOLUTION NO. R21-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 11 AND JUNE 12, 2021, FOR ANNUAL ANTIQUE TRACTOR AND GAS ENGINES SHOW.

WHEREAS, the City of Columbus has received a request from the Antique Tractor and Gas Engines Show, Inc. for their annual Antique Tractor and Gas Engines Show to camp overnight on June 11 and June 12, 2021, in Pawnee Park; and,

WHEREAS, the Columbus Board of Parks Commissioners have recommended approval of the overnight event as permitted by City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of the Antique Tractor and Gas Engines Show, Inc. to host their annual Antique Tractor and Gas Engines Show and camp overnight on June 11 and June 12, 2021, in Pawnee Park is approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

BOARD OF PARKS COMMISSIONERS

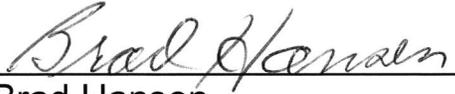
Public Property Director (402) 562-4240

Fax (402) 562-4265

DATE: January 19, 2021
TO: Mayor and City Council
FROM: Board of Park Commissioners
RE: Antique Tractor and Gas Engine Show

At the January 19, 2021 Park Board meeting, the Board of Parks Commissioners recommended that the City Council approve the request by the Antique Tractor and Gas Engine Show to host their annual event in Pawnee Park on Friday, June 11, 2021; Saturday, June 12, 2021; and Sunday, June 13, 2021.

Members of the club request to camp overnight in the park for the event and that request requires City Council approval. The show is a well-organized event and park department staff have had no problems with the event in the past.



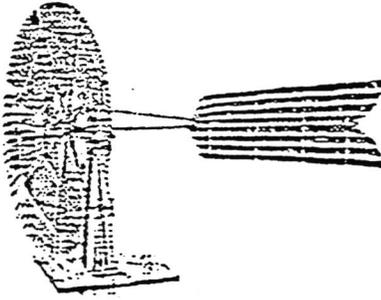
Brad Hansen
Park Board Chairman

By: 

Approved By: 

ANNUAL

Eclipse Windmill, Type "P"



Restored by Louie and Larry Michish



See How They Helped Shape
NEBRASKA



1885 Shingle Mill
Owned by Joe Moore

City Park Supervisor:

Doug Moore:

October 20th, 2020

City Board:

The Antique Tractor and Gas Engines Show members would like to reserve the West Pawnee Park area , South side of tennis court and Parking lot , as in past years. For our Annual show, Set up Friday June 11th, 2021 and Show Time Saturday June 12th, and Sunday June 13th, 2021. Also camping out over night Friday and Saturday.

Hopefully, no interruptions to prevent our show.

Thank you.

The Antique Tractor and Gas Engines Show Members

Robert & Diane Sliva

14120 S Rd Lot L

Columbus, Nebr 68601

4.D. Resolution No. R21-12 approving Highland Park Church 2nd Addition final plat, development agreement, and bringing portions of said addition into the corporate limits.

RESOLUTION NO. R21-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 1, HIGHLAND PARK CHURCH ADDITION, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND A TRACT OF LAND LOCATED IN THE NE1/4 OF THE NW1/4, SECTION 13, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, HIGHLAND PARK CHURCH ADDITION TO THE CITY OF COLUMBUS; THENCE N 89°56'26" E, 693.07 FT. ON THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER THEREOF; THENCE S 00°04'13" E, 202.19 FT. ON THE WEST LINE OF CROWN VILLA ADDITION TO THE CITY OF COLUMBUS; THENCE N 89°50'44" W, 723.02 FT.; THENCE N 00°05'00" W, 199.48 FT. TO THE SOUTH LINE OF LOST CREEK PROFESSIONAL PLAZA ADDITION TO THE CITY OF COLUMBUS; THENCE N 89°56'26" E, 30.00 FT. ON THE SOUTH LINE OF SAID LOST CREEK PROFESSIONAL PLAZA ADDITION TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 4.00 ACRES MORE OR LESS, AND A 30 FT. STRIP OF LAND LOCATED IN THE NE1/4 OF THE NW1/4, SECTION 13, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, HIGHLAND PARK CHURCH ADDITION TO THE CITY OF COLUMBUS; THENCE S 89°56'26" W, 30.00 FT. ON THE SOUTH LINE OF SAID LOST CREEK PROFESSIONAL PLAZA ADDITION TO THE CITY OF COLUMBUS; THENCE S 00°05'00" E, 199.48 FT.; THENCE S 89°50'44" E, 30.00 FT.; THENCE N 00°05'00" W, 199.59 FT. TO THE POINT OF BEGINNING, HEREINAFTER TO BE KNOWN AS "HIGHLAND PARK CHURCH 2ND ADDITION TO THE CITY OF COLUMBUS, NEBRASKA"; THEREOF, AND APPROVING THE PLAT THEREOF; APPROVING THE HIGHLAND PARK CHURCH 2ND ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND THE HIGHLAND PARK EVANGELICAL FREE CHURCH OF COLUMBUS, NEBRASKA, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS SUBDIVISION AND APPROVING INCLUSION OF THAT PORTION OF SAID PLAT CURRENTLY OUTSIDE OF THE CITY INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, The Highland Park Evangelical Free Church of Columbus, Nebraska, is the owner of real estate described as follows:

Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less,

and

A 30 ft. strip of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence S 89°56'26" W, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the City of Columbus; thence S 00°05'00" E, 199.48 ft.; thence S 89°50'44" E, 30.00 ft.; thence N 00°05'00" W, 199.59 ft. to the point of beginning

a portion of which is presently an unplatted tract of land which is contiguous to the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots and streets with appropriate utility easement areas under the name of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska; and

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

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

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

WHEREAS, the plat referred to herein is the plat bearing the certificate of Thomas A. Tremel, L.S., #455, Registered Land Surveyor, under the date of December 3, 2020, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owners have agreed to pay all costs necessary to extend water and sewer mains to serve said Highland Park Church 2nd Addition and to pay all costs for laying such water and sewer mains within the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the city engineer deliver the same to the City of Columbus, Nebraska, without cost to it; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the planning commission of Columbus, Nebraska, the city engineer, and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat and determining whether the portion not currently in the city should be included within the corporate limits; and

WHEREAS, after public hearing, the planning commission recommended approval of the plat of said Highland Park Church 2nd Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of that portion of said addition not currently in the city should be included within the Columbus, Nebraska, corporate limits by separate vote recommended approval thereof; and

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

WHEREAS, the mayor and city council have held separate public hearings on the approval of the final plat of said Highland Park Church 2nd Addition and on the inclusion of that portion of said addition not currently within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said final plat and approved the inclusion of that portion currently outside the city to be included thereof within the corporate boundary.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted a portion of which was heretofore outside but contiguous to the city corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the mayor is hereby authorized and instructed to endorse such approval on said original plat, the area carry a classification "B-2" Zoning District according to the Zoning Regulations of the City of Columbus, Nebraska; that the Highland Park Church 2nd Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor is hereby authorized to sign the same.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENT:

That Highland Park Evangelical Free Church of Columbus, Nebraska ("Owner or Dedicator"), the proprietor and owner of the following described real estate located in the Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less.

has caused the above-described real estate to be laid out into lots and streets, under the name of Highland Park Church 2nd Addition to the City of Columbus, located in the NE1/4 NW1/4 of Section 13, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots and streets, belonging to said Addition, a Plat of which bearing the date December 3, 2020, and certified by Thomas A. Tremel, L.S., #455, is attached hereto.

Said Owner hereby dedicates 43rd Avenue as set out and described on said Plat to the use and benefit of the public and described as follows: A 30 ft. strip of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence S 89°56'26" W, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the City of Columbus; thence S 00°05'00" E, 199.48 ft.; thence S 89°50'44" E, 30.00 ft.; thence N 00°05'00" W, 199.59 ft. to the point of beginning.

IN WITNESS WHEREOF, this instrument has been signed on January 18, 2021.

THE HIGHLAND PARK EVANGELICAL FREE CHURCH OF COLUMBUS, NEBRASKA

By: Brian Christensen
Brian Christensen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on January 18, 2021, by Brian Christensen, President.



Darlene M. Ott
Notary Public

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

HIGHLAND PARK CHURCH 2nd ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2021, by and between THE HIGHLAND PARK EVANGELICAL FREE CHURCH OF COLUMBUS, NEBRASKA (hereinafter referred to as "Subdivider"), and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as HIGHLAND PARK CHURCH 2nd ADDITION, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 10.71 acres of property.

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

SECTION I

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

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

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

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

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

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

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

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

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

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

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

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

K. Subdivider agrees to not object to the creation of a Street Improvement District to extend 43rd Avenue to the south in which this property will benefit.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

ATTEST:

CITY OF COLUMBUS

CITY CLERK

[Signature]
MAYOR

Dated this ____ day of January, 2021.

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

THE HIGHLAND PARK EVANGELICAL
FREE CHURCH OF COLUMBUS,
NEBRASKA, SUBDIVIDER

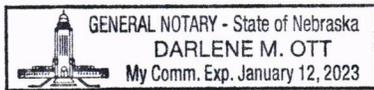
By: *[Signature]*
Brian Christensen, President

Dated this 18th day of January, 2021.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 18th day of January, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Brian Christensen, President of The Highland Park Evangelical Free Church of Columbus, Nebraska, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

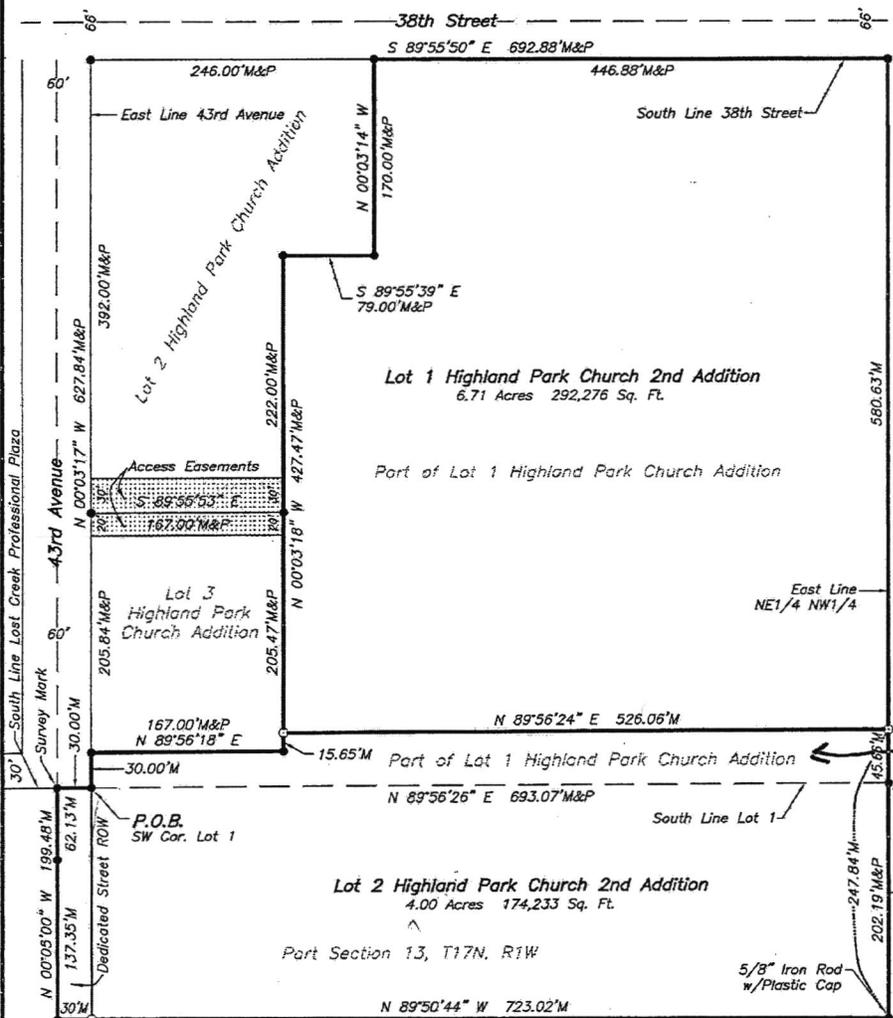
Witness my hand and Notarial Seal the day and year last above written.



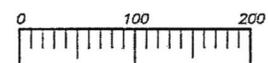
[Signature]
Notary Public

(My commission expires: 1/12/23)

**FINAL PLAT OF HIGHLAND PARK CHURCH 2ND ADDITION
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA**



1" = 100'



-Legend-

- Found 5/8" Rebar w/Plastic Survey Cap (Unless otherwise noted)
- Set 5/8" x 24" Rebar w/Plastic Survey Cap
- M Measured this Survey
- P Plat Measurement
- P.O.B. Point of Beginning

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

Description:

Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less.

Developer:
Highland Park Evangelical Church
Attn.: Kevin Bennett
4115 38th Street
Columbus, NE 68601
Phone: 402.564.5853

School Board:

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was approved by Columbus School District

City Council:

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was

on _____ Day of _____, 2020.

approved by Resolution _____ by the City Council
on _____ Day of _____, 2020.

Secretary _____

Mayor _____

President _____

City Clerk _____

Planning Commission:

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission

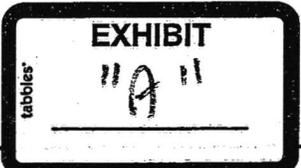
on _____ Day of _____, 2020.

Chairman _____

Surveyor's Statement:

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

Thomas A. Tremel
Thomas A. Tremel, L.S. #455
December 3, 2020



**FINAL PLAT
HIGHLAND PARK CHURCH 2ND ADD.
TO THE CITY OF COLUMBUS, NE**

TMT DRAWN	TMT/MGT SURVEYED	12/03/2020 DATE
--------------	---------------------	--------------------

TREMEL TS SURVEYING
INCORPORATED

No. 1 Driftwood Drive - Columbus, NE 68601
Phone (402) 563-4588 - Fax (402) 563-3922

4.E. Resolution No. R21-13 amending Personnel Manual with regard to holiday pay, compassionate leave, and accrual of vacation and sick time.

RESOLUTION NO. R21- 13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE CITY PERSONNEL POLICY MANUAL ADOPTED BY ORDINANCE NO. 20-06 ON JUNE 15, 2020, BY PROVIDING FOR AMENDMENTS TO SECTION 1.60, DEFINITION OF IMMEDIATE FAMILY; SECTION 5.50, HOLIDAY LEAVE; AND SECTION 5.90, COMPASSIONATE LEAVE; BY ADDING SECTION 5.21 VACATION AND SICK TIME; AND TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Ordinance No. 11-34 provided that amendments to the Personnel Policy Manual may be approved by a resolution adopted by the city council; and

WHEREAS, Ordinance No. 20-06, passed by the city council on June 15, 2020, adopted the city's Personnel Policy Manual and a recent review of the definitions of immediate family, accrual of vacation and sick time while not working, holiday, and compassionate leave sections resulted in proposed amendments recommended by the Public Finance, Judiciary and Personnel Committee on January 12, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Section 1.60, Definitions, be amended to remove spouse's grandparents, brothers and their spouse, sisters and their spouse, or grandchildren from the definition of immediate family; Section 5.50, Holiday Leave, be amended to clarify the qualifying days for receiving holiday pay; and Section 5.90, Compassionate Leave, be amended to clarify the new definition of immediate family that would qualify for up to 24 hours of compassionate leave; and Section 5.21, Accrual of Vacation and Sick Time, be added to provide that in order to accrue vacation and sick leave, an employee must have working hours, sick leave, vacation, or compensation time hours equal to normal weekly hours.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

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

DATE: February 6, 2021
TO: Honorable Mayor and City Council
FROM: Tammy Orender, Human Resource Director
SUBJECT: Policy Changes to Personnel Manual

RECOMMENDATION: Approve the attached revisions to the City Personnel Manual

DISCUSSION:

There are a few items that need to be cleaned up in the current Personnel Manual.

I am asking the Mayor and City Council to review and approve the changes to the Personnel Manual.

SIGNATURE:

By: Tammy Orender

Approved By: [Signature]





The City of Columbus

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

DATE: January 5, 2021
TO: All City Employees
FROM: Tammy Orender, HR Director
RE: Policy Changes

Effective February 1, 2021 there will be a few policy changes that will go into effect excluding Police and Fire Union Employees.

Holiday Pay

All employees that are eligible for holiday pay, will be required to work the day before and day after the scheduled paid holiday. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay.

It is common for employees to take vacation or comp time before a holiday to make a longer time off from work. The supervisors can plan the work day knowing who will be at work and who will be out. Employees who are not working their full scheduled hours should not accrue vacation and sick time. As long as you have working hours, vacation, sick or comp hours on your scheduled pay period, you will accrue your new hours of vacation and sick time.

Compassionate Leave

In the event of a death of the listed below, a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

Employee's

Aunts and Uncles
Nieces and Nephews

Spouse's

Brother and their spouse
Sister and their spouse
Grandparents and Grandchildren
Aunts and Uncles
Nieces and Nephews

The new definition of immediate family that would qualify for up to 24 working hours is listed below:

Employee's

Spouse and Children
Brother and their Spouse
Sister and their Spouse
Parents
Grandparents and Grandchildren

Spouse's

Children
Parents

Accrual of Vacation and Sick Time

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours worked, vacation, sick and comp time hours do not equal the employees normal working hours, they will not accrue 100% of the allowed vacation and sick leave. For example, if the employee works 75% of their normal hours, they will only accrue 75% of vacation and sick leave for the same period.

The revised changes for each one are located in BSA for you to print and put with your current Employee handbook.

If you have any questions, please contact me.



4.F. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 02/02/2021	911 CUSTOM LLC INVOICE	44072	BALLISTIC VEST-CONTRERAS	739.00	
			Total:	739.00	
			Net of 1 Invoices / 0 Checks	739.00	
00116	ACE HARDWARE & GARDEN CNT				
02/02/2021	INVOICE	174748/5	ICE MELT	63.96	
02/02/2021	INVOICE	174638/5	CHIP BRUSH SET	5.99	
02/02/2021	INVOICE	174723/5	SCREWS	12.60	
02/02/2021	INVOICE	174477/5	TIRE VALVE CORE 4PK	1.99	
02/02/2021	INVOICE	174494/5	TANK LEVER, FLOAT, FLAPPER FOR COUNCIL CHAM	21.17	
02/02/2021	INVOICE	174498/5	LED PLUG/PL.AY LAMP 17W	27.98	
02/02/2021	INVOICE	174597/5	SUPPLIES	11.34	
02/02/2021	INVOICE	174600/5	SUPPLIES	4.36	
02/02/2021	INVOICE	174604/5	GOGGLES, HOSE BARBS	24.17	
02/02/2021	INVOICE	174613/5	MASONRY SCREW, FENDER WASH Z 1/4X1	47.58	
02/02/2021	INVOICE	174614/5	VARNISH, BRUSH, CONTACT PAPER	48.97	
02/02/2021	INVOICE	174618/5	CABLE TIES	4.99	
02/02/2021	INVOICE	174619/5	PAINTBRUSH	4.99	
			Total:	280.09	
			Net of 13 Invoices / 0 Checks	280.09	
00180	ADVANCE AUTO PARTS				
02/02/2021	INVOICE	5606101167452	LUBE AND FUEL FILTER KIT FOR 74A	87.67	
02/02/2021	INVOICE	5606101167450	15W-40 FLEET OIL FOR 74A	114.06	
02/02/2021	INVOICE	5606100681623	4G-6FJX 1 EA GATES FOR STOCK PARTS	30.80	
02/02/2021	INVOICE	5606100681625	HYDRAULIC HOSES FOR STOCK PARTS	198.00	
02/02/2021	INVOICE	5606100681624	AIR FILTERS FOR 24	48.82	
02/02/2021	INVOICE	5606102267661	AIR FILTER	60.90	
			Total:	540.25	
			Net of 6 Invoices / 0 Checks	540.25	
10443	AMAZON				
02/02/2021	INVOICE	986948737754	THANK YOU CARDS. PENS	37.67	
02/02/2021	INVOICE	864445996545	BROTHER CORRECTABLE RIBBON	9.02	
02/02/2021	INVOICE	5883788946983	BUSINESS CARD STOCK	19.95	
02/02/2021	INVOICE	765486363377	DURACELL BATTERIES	30.80	
02/02/2021	INVOICE	466339647348	BIC PENS	4.01	
02/02/2021	INVOICE	978557395664	BROTHER GENUINE P-TOUCH TZE23	24.98	
02/02/2021	INVOICE	738788479437	PENCIL SHARPENER, COIN ENVELOPES	35.41	
02/02/2021	INVOICE	843735957637	MASKS, HAND SANITIZER, PUNCH, CD PENS, ENVE:	132.04	
02/02/2021	INVOICE	465669455777	DURACELL BATTERIES	30.80	
02/02/2021	INVOICE	964374796539	BIC PENS	4.01	
02/02/2021	INVOICE	794876756943	TRASH BAGS, 100 PC CLEAR PLASTIC VERTICAL	49.99	
02/02/2021	INVOICE	469655367766	ECHO SHOW 8 - HD SMART DISPLAY	79.99	
02/02/2021	INVOICE	468735733864	FITBIT VERSA 2, MATERIALS	253.41	
02/02/2021	INVOICE	686463636675	COZY PRODUCTS TOASTY TOES	39.63	
02/02/2021	INVOICE	994745888646	BIG ANT HEATED SEAT CUSHION/BOOKMOBILE	27.54	
02/02/2021	INVOICE	467853888968	MATERIALS	273.48	
02/02/2021	INVOICE	556669345868	MATERIALS	19.95	
02/02/2021	INVOICE	958843948879	MATERIALS	101.85	
02/02/2021	INVOICE	693879797364	MATERIALS	17.99	
02/02/2021	INVOICE	444376549834	MATERIALS	153.90	
02/02/2021	INVOICE	787985577738	LEGO STAR WARS: THE MANDALORIAN	188.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	689398738546	HANDYCLEAN ALCOHOL FREE SANITIZER	57.00	
02/02/2021	INVOICE	463648678873	XEROX PRINTER	243.22	
02/02/2021	INVOICE	765353945589	TCP GLOBAL SALON WORLD SAFETY	98.96	
02/02/2021	INVOICE	659796865743	LOGITECH C270 MOUSE, USB VIDEO CAPTURE	79.10	
02/02/2021	INVOICE	766396674659	BROTHER TONER	105.98	
02/02/2021	INVOICE	593994658866	SABRENT USB 2.0 TO SERIAL	8.99	
02/02/2021	INVOICE	838357494899	COMPUTER WEBCAM	128.90	
02/02/2021	INVOICE	453773695364	XEROX TRANSFER UNIT KIT	227.99	
02/02/2021	INVOICE	989469778484	XEROX PHASER 6600 TONER	241.97	
02/02/2021	INVOICE	776577759836	APPLE 20W USB C-POWER ADAPTER	38.00	
02/02/2021	INVOICE	648485949948	BOSTITCH ANTIMICROBIAL XTREME	14.98	
02/02/2021	INVOICE	57954754739	MATERIALS	62.87	
02/02/2021	INVOICE	433693435696	YA MATERIALS	38.58	
02/02/2021	INVOICE	465399743343	ANIME STICKERS	13.39	
02/02/2021	INVOICE	737794369747	3D NIGHTLIGHT, FL BEAUTY SILVER PLATED	34.98	
02/02/2021	INVOICE	684975347559	CABLE ANIMAL BIT	13.99	
02/02/2021	INVOICE	687968898987	4-TIER UTILITY CART	59.99	
Total:				3,004.27	
Net of 38 Invoices / 0 Checks				3,004.27	
00133	AMERICAN LEGAL PUBLISHING CORP				
02/02/2021	INVOICE	6136	ALS UPDATE	76.00	
Total:				76.00	
Net of 1 Invoices / 0 Checks				76.00	
10414	B2 ENVIRONMENTAL				
02/02/2021	INVOICE	25522	HAZARDOUS MATERIALS SURVEY	3,650.00	
Total:				3,650.00	
Net of 1 Invoices / 0 Checks				3,650.00	
10243	BAUER UNDERGROUND INC.				
02/02/2021	INVOICE	7620	LIBRARY RE-ROUTE PROJECT NJ20-0371	4,170.00	
Total:				4,170.00	
Net of 1 Invoices / 0 Checks				4,170.00	
10435	BEST VERSION MEDIA, LLC				
02/02/2021	INVOICE	E-217771	COLUMBUS NEIGHBORS AD- MAR 2021	152.00	
Total:				152.00	
Net of 1 Invoices / 0 Checks				152.00	
02421	BIBLIOTHECA LLC				
02/02/2021	INVOICE	INV-US39435	EAUDIOBOOK CLOUD LICENSES	48.64	
02/02/2021	INVOICE	INV-US39436	EBOOK CLOUD LICENSES	60.01	
Total:				108.65	
Net of 2 Invoices / 0 Checks				108.65	
01147	BLACKSTRAP INC				
02/02/2021	INVOICE	124514	ROAD SALT	1,662.11	
Total:				1,662.11	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	1,662.11	
00337	BOMGAARS				
02/02/2021	INVOICE	35728009	FENDERS WASHERS, FASTENERS, BOLTS	10.60	
02/02/2021	INVOICE	35737352	BULK BOLTS	11.45	
02/02/2021	INVOICE	35733829	OIL, OIL FILTERS, ROTELLA PAIL	114.32	
02/02/2021	INVOICE	35731281	BRACKET SHELF, U-BOLT PLATES, DRILL BIT SET	34.94	
02/02/2021	INVOICE	35735298	SOCKET SETS, EXTENSION SET, HOOK & PICK SET	147.87	
			Total:	319.18	
			Net of 5 Invoices / 0 Checks	319.18	
00240	BOUND TREE MEDICAL LLC				
02/02/2021	INVOICE	83929227	HUDSON FILTER	55.90	
02/02/2021	INVOICE	83919285	MEDICAL SUPPLIES	2,095.03	
			Total:	2,150.93	
			Net of 2 Invoices / 0 Checks	2,150.93	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
02/02/2021	INVOICE	17745-011	NE ATT 5426 29TH ST	275.00	
02/02/2021	INVOICE	44554-011	NE ATT 1314 17TH ST	225.00	
			Total:	500.00	
			Net of 2 Invoices / 0 Checks	500.00	
03137	CENTRAL PARTS & MACHINE				
02/02/2021	INVOICE	2775 001-422845	GAS-MAGNUM 65 SH	140.48	
02/02/2021	INVOICE	2827 001-422050	PARTS	45.00	
02/02/2021	INVOICE	2775 001-422602	BATTERIES, MULTI-TE POCKET TOOL	23.95	
02/02/2021	INVOICE	2875 001-421733	VAL 615 VP GRE CRT	80.48	
02/02/2021	INVOICE	2875 001-421109	GAT 85111 ASSORTMENTS	213.34	
			Total:	503.25	
			Net of 5 Invoices / 0 Checks	503.25	
00567	CITY OF COLUMBUS				
02/02/2021	INVOICE	100-13650-01	WATER AND SEWER 12/1/20-1/4/21	424.76	
02/02/2021	INVOICE	200-21805-00	WATER AND SEWER 12/1/20-1/4/21	128.73	
02/02/2021	INVOICE	200-21860.05	WATER AND SEWER 12/1/20-1/4/21	123.35	
02/02/2021	INVOICE	200-21980-02	WATER AND SEWER 12/1/20-1/4/21	118.18	
02/02/2021	INVOICE	200-21981-00	WATER AND SEWER 12/1/20-1/4/21	124.27	
02/02/2021	INVOICE	200-28755-00	WATER AND SEWER 12/1/20-1/4/21	42.92	
02/02/2021	INVOICE	200-37998-00	WATER AND SEWER 12/1/20-1/4/21	232.48	
02/02/2021	INVOICE	200-39560-01	WATER AND SEWER 12/1/20-1/4/21	26.56	
02/02/2021	INVOICE	200-39615-01	WATER AND SEWER 12/1/20-1/4/21	109.66	
02/02/2021	INVOICE	200-39771-00	WATER AND SEWER 12/1/20-1/4/21	15.78	
02/02/2021	INVOICE	200-41055-00	WATER AND SEWER 12/1/20-1/4/21	25.96	
02/02/2021	INVOICE	200-44032-00	WATER AND SEWER 12/1/20-1/4/21	87.73	
02/02/2021	INVOICE	300-44985-02	WATER AND SEWER 12/1/20-1/4/21	24.74	
02/02/2021	INVOICE	300-44986-00	WATER AND SEWER 12/1/20-1/4/21	87.73	
02/02/2021	INVOICE	300-44995-00	WATER AND SEWER 12/1/20-1/4/21	93.82	
02/02/2021	INVOICE	300-45761-00	WATER AND SEWER 12/1/20-1/4/21	25.06	
02/02/2021	INVOICE	300-45762-00	WATER AND SEWER 12/1/20-1/4/21	29.33	
02/02/2021	INVOICE	300-47514-00	WATER AND SEWER 12/1/20-1/4/21	76.85	
02/02/2021	INVOICE	300-47515-00	WATER AND SEWER 12/1/20-1/4/21	302.15	
02/02/2021	INVOICE	300-47517-00	WATER AND SEWER 12/1/20-1/4/21	112.09	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	300-47518-00	WATER AND SEWER 12/1/20-1/4/21	550.30	
02/02/2021	INVOICE	300-49615-00	WATER AND SEWER 12/1/20-1/4/21	15.78	
02/02/2021	INVOICE	300-49665-00	WATER AND SEWER 12/1/20-1/4/21	42.92	
02/02/2021	INVOICE	300-50035-00	WATER AND SEWER 12/1/20-1/4/21	56.23	
02/02/2021	INVOICE	300-54059-00	WATER AND SEWER 12/1/20-1/4/21	87.73	
02/02/2021	INVOICE	300-57933-00	WATER AND SEWER 12/1/20-1/4/21	56.23	
02/02/2021	INVOICE	300-57934-00	WATER AND SEWER 12/1/20-1/4/21	248.85	
02/02/2021	INVOICE	300-57935-00	WATER AND SEWER 12/1/20-1/4/21	5,379.06	
02/02/2021	INVOICE	300-57936-00	WATER AND SEWER 12/1/20-1/4/21	93.82	
02/02/2021	INVOICE	300-57937-00	WATER AND SEWER 12/1/20-1/4/21	2,810.13	
02/02/2021	INVOICE	300-57938-00	WATER AND SEWER 12/1/20-1/4/21	92.60	
02/02/2021	INVOICE	300-61005-00	WATER AND SEWER 12/1/20-1/4/21	76.84	
02/02/2021	INVOICE	300-62105-00	WATER AND SEWER 12/1/20-1/4/21	30.83	
02/02/2021	INVOICE	300-62155-00	WATER AND SEWER 12/1/20-1/4/21	231.80	
02/02/2021	INVOICE	400-65101-00	WATER AND SEWER 12/1/20-1/4/21	87.73	
02/02/2021	INVOICE	400-69475-00	WATER AND SEWER 12/1/20-1/4/21	42.92	
02/02/2021	INVOICE	400-81020-00	WATER AND SEWER 12/1/20-1/4/21	214.29	
02/02/2021	INVOICE	400-70005-01	WATER AND SEWER 12/1/20-1/4/21	181.16	
Total:				12,511.37	
Net of 38 Invoices / 0 Checks				12,511.37	
03140	COLUMBUS AREA CHAMBER OF				
02/02/2021	INVOICE	35632	2021 WORKFORCE DRIVE FOR FIVE SUPPORTER	2,000.00	
Total:				2,000.00	
Net of 1 Invoices / 0 Checks				2,000.00	
00036	COLUMBUS CUSTOM EMBROIDERY				
02/02/2021	INVOICE	E36679	LONG SLEEVE TEES - DUSH	45.00	
02/02/2021	INVOICE	E36682	JACKETS	236.00	
Total:				281.00	
Net of 2 Invoices / 0 Checks				281.00	
03139	COLUMBUS PLUMBING COMPANY				
02/02/2021	INVOICE	20937	REPAIR UPSTAIRS STOOL AT OLD PD	96.50	
Total:				96.50	
Net of 1 Invoices / 0 Checks				96.50	
01081	CONSOLIDATED MANAGEMENT CO				
02/02/2021	INVOICE	219738	MEALS-DREIFURST, WHITE	119.39	
02/02/2021	INVOICE	219695	MEALS - DREIFURST, WHITE	190.78	
Total:				310.17	
Net of 2 Invoices / 0 Checks				310.17	
02906	CONTROL MANAGEMENT INC.				
02/02/2021	INVOICE	ST12767	SERVICE CALL - ISSUES W/ EF6 AND EF9	260.00	
Total:				260.00	
Net of 1 Invoices / 0 Checks				260.00	
02718	CORE & MAIN LP				
02/02/2021	INVOICE	N048646/M979242	CREDIT FOR DOUBLE PAYMENTS ON INV #'S N0486.	(8,998.36)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	N605250	METER 2021 PROJECTS	18,533.00	
			Total:	9,534.64	
			Net of 2 Invoices / 0 Checks	9,534.64	
03158 02/02/2021	EAKES OFFICE SOLUTIONS INVOICE	8176856-0	DOOR, FLIPPER	165.00	
			Total:	165.00	
			Net of 1 Invoices / 0 Checks	165.00	
00191 02/02/2021	ELECTRIC PUMP INC INVOICE	0890429-IN	BARNES SOLIDS HANDLING PUMP	4,370.60	
02/02/2021	INVOICE	0890461-IN	CAPACITATORS	281.24	
			Total:	4,651.84	
			Net of 2 Invoices / 0 Checks	4,651.84	
03161 02/02/2021	ELECTRICAL ENGINEERING & INVOICE	7010190-00	TUBING W/ SEALANT	16.46	
02/02/2021	INVOICE	7010686-00	TUBING W/ SEALANT	32.92	
			Total:	49.38	
			Net of 2 Invoices / 0 Checks	49.38	
01597 02/02/2021	ELECTRONIC ENGINEERING INVOICE	855001188-1	MIC-CLIP/MAGNETIC	36.00	
			Total:	36.00	
			Net of 1 Invoices / 0 Checks	36.00	
03165 02/02/2021	FASTENAL COMPANY INVOICE	NECOL230090	IC WB SFTY RED	75.51	
02/02/2021	INVOICE	NECOL230164	PARTS	31.43	
02/02/2021	INVOICE	NECOL230189	IC WB SFTY GRN	75.15	
02/02/2021	INVOICE	NECOL230190	SUPPLIES	136.20	
02/02/2021	INVOICE	NECOL230583	CABINET, METAL BASE, BIN	330.67	
			Total:	648.96	
			Net of 5 Invoices / 0 Checks	648.96	
00459 02/02/2021	GALE INVOICE	72740499	MATERIALS	74.98	
02/02/2021	INVOICE	72746656	MATERIALS	73.57	
02/02/2021	INVOICE	72722136	MATERIALS	24.80	
			Total:	173.35	
			Net of 3 Invoices / 0 Checks	173.35	
03172 02/02/2021	GALLS LLC INVOICE	017362134	NAMEPLATE	35.24	
02/02/2021	INVOICE	016794859	STETHOSCOPE	137.55	
			Total:	172.79	
			Net of 2 Invoices / 0 Checks	172.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03174	GEHRING CONSTRUCTION &				
02/02/2021	INVOICE	52823	CRUSHED CONCRETE	2,088.90	
02/02/2021	INVOICE	528126	11TH ST/15TH AVE	567.51	
02/02/2021	INVOICE	52859	CRUSHED CONCRETE	540.21	
02/02/2021	INVOICE	52843	CRUSHED CONCRETE	2,113.98	
			Total:	5,310.60	
			Net of 4 Invoices / 0 Checks	5,310.60	
02594	GREAT PLAINS BUILDING SUPPLY				
02/02/2021	INVOICE	341417	2X4'S , SUPPLIES	40.42	
02/02/2021	INVOICE	341453	2X4'S	7.92	
			Total:	48.34	
			Net of 2 Invoices / 0 Checks	48.34	
02075	GREAT PLAINS COMMUNICATIONS				
02/02/2021	INVOICE	402-564-8127 1394	PHONE /INTERNET SERVICES	475.77	
			Total:	475.77	
			Net of 1 Invoices / 0 Checks	475.77	
10558	H PROPERTIES OF COLUMBUS LLC				
02/02/2021	INVOICE	012621ENG	EASEMENTS FOR LIFT STATION NO. 7 CONSTRUCTIO	2,640.00	
			Total:	2,640.00	
			Net of 1 Invoices / 0 Checks	2,640.00	
10556	H2 EQUIPMENT LLC				
02/02/2021	INVOICE	4714	HYDRAULIC ADAPTERS, HOSE ASSY	48.29	
			Total:	48.29	
			Net of 1 Invoices / 0 Checks	48.29	
00272	HAWKINS INC				
02/02/2021	INVOICE	4865909	CHEMICALS	4,508.36	
			Total:	4,508.36	
			Net of 1 Invoices / 0 Checks	4,508.36	
00150	HOMETOWN LEASING				
02/02/2021	INVOICE	020121FIRE	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
03194	INGRAM LIBRARY SERVICES, INC				
02/02/2021	INVOICE	50657732	MATERIALS	22.69	
02/02/2021	INVOICE	50692261	MATERIALS	72.19	
02/02/2021	INVOICE	50615194	MATERIALS	26.21	
02/02/2021	INVOICE	50577386	MATERIALS	111.51	
02/02/2021	INVOICE	50746712	MATERIALS	104.87	
			Total:	337.47	
			Net of 5 Invoices / 0 Checks	337.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01375 02/02/2021	INTERNATIONAL INVOICE	CODE COUNCIL INC 1001286977	18 IEBC SOFT / TABS COMBO	85.00	
			Total:	85.00	
			Net of 1 Invoices / 0 Checks	85.00	
03197 02/02/2021	INTERNATIONAL INVOICE	PUBLIC MANAGEMENT INV-00469-C6S4Q6	POLICE TESTING	257.50	
			Total:	257.50	
			Net of 1 Invoices / 0 Checks	257.50	
02609 02/02/2021	ISLAND SUPPLY INVOICE	WELDING CO. 232388	SUREARC 44LB SPOOLS	128.48	
			Total:	128.48	
			Net of 1 Invoices / 0 Checks	128.48	
03199 02/02/2021	JACKSON SERVICES INC INVOICE		UNIFORMS	291.64	
02/02/2021	INVOICE	4467844	MATS, TOWELS, UNIFORMS	128.14	
02/02/2021	INVOICE	4448240	MATS	57.69	
02/02/2021	INVOICE	4467847	MAT	3.95	
02/02/2021	INVOICE	4467845	MATS	26.25	
02/02/2021	INVOICE	4467846	UNIFORMS	133.32	
02/02/2021	INVOICE	4465996	PAPER TOWELS	44.24	
02/02/2021	INVOICE	4460244	MOPS, BATH/POLISH/TEA/HAND TOWELS, WASH/DISI	65.81	
02/02/2021	INVOICE	4456014	MATS, MOPS, BATH/POLISH/TEA/HAND/SHOP TOWEL	160.01	
02/02/2021	INVOICE	4470325	MATS, UNIFORMS	87.88	
02/02/2021	INVOICE	4467855	UNIFORMS	90.81	
02/02/2021	INVOICE	4467856	MATS, TOWELS	30.06	
02/02/2021	INVOICE	4463596	UNIFORMS	97.57	
02/02/2021	INVOICE	4467749	UNIFORMS	71.01	
02/02/2021	INVOICE	4464432	UNIFORMS	292.64	
02/02/2021	INVOICE	4461017	MAT	20.66	
02/02/2021	INVOICE	4465308	MAT, MOPS, BATH/HAND/TEA/POLISH TOWELS, WASI	160.01	
02/02/2021	INVOICE	4463587	MATS, TOWELS	34.97	
02/02/2021	INVOICE	4463588	UNIFORMS	133.32	
02/02/2021	INVOICE	4463589	MATS	12.50	
02/02/2021	INVOICE	4463597	UNIFORMS	90.81	
02/02/2021	INVOICE	4463598	MAT	2.81	
02/02/2021	INVOICE	4458498	UNIFORMS	90.81	
02/02/2021	INVOICE	4456656	SOAP	20.00	
02/02/2021	INVOICE	4458499	MAT, TOWELS	20.75	
02/02/2021	INVOICE	4466067	UNIFORMS	16.45	
02/02/2021	INVOICE	4466085	MATS	57.69	
			Total:	2,241.80	
			Net of 27 Invoices / 0 Checks	2,241.80	
01195 02/02/2021	KEN'S APPLIANCE SERVICE INVOICE		DRAIN PUMP REPAIR	65.00	
			Total:	65.00	
			Net of 1 Invoices / 0 Checks	65.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02808 02/02/2021	KULA'S EXHAUST & REPAIR LLC INVOICE	6715	FLARED AND HEATED PIPE TO EXPAND	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
10247 02/02/2021	LABORDE, ADAM INVOICE	GIS-0009	GIS SUPPORT SERVICES AUG-DEC 2020	1,750.00	
			Total:	1,750.00	
			Net of 1 Invoices / 0 Checks	1,750.00	
00012 02/02/2021	LAKEVIEW SMALL ENGINE INC INVOICE	044758	SPACER SPRING, MOTOR WHEEL	718.14	
			Total:	718.14	
			Net of 1 Invoices / 0 Checks	718.14	
02596 02/02/2021	LAWSON PRODUCTS INVOICE	9308151979	BLADES AND INSULFORMST	115.67	
			Total:	115.67	
			Net of 1 Invoices / 0 Checks	115.67	
10553 02/02/2021	LIVING WATERS LLC INVOICE	20372	SLIMLINE ICE AWLS	79.80	
			Total:	79.80	
			Net of 1 Invoices / 0 Checks	79.80	
03214 02/02/2021	LOUP POWER DISTRICT INVOICE	400088 FEB21	ELECTRICITY	24.60	
			Total:	24.60	
			Net of 1 Invoices / 0 Checks	24.60	
00083 02/02/2021	MECHANICAL SALES INC INVOICE	51435	2021 ANNUAL MAINTENANCE AGREEMENT	8,344.00	
			Total:	8,344.00	
			Net of 1 Invoices / 0 Checks	8,344.00	
03220 02/02/2021	MENARDS INVOICE	32478	PARTS	103.38	
02/02/2021	INVOICE	32391	ANCHOR	4.23	
02/02/2021	INVOICE	32387	TRAINING SUPPLIES	19.98	
02/02/2021	INVOICE	32327	FISH TAPE W/ WINDER	8.99	
02/02/2021	INVOICE	32522	SUPPLIES, SOCKET ADAPTER SET	32.93	
02/02/2021	INVOICE	32800	KEROSENE, WD-40	49.27	
02/02/2021	INVOICE	32799	PARTS	50.28	
02/02/2021	INVOICE	32804	SUPPLIES	59.44	
02/02/2021	INVOICE	32588	SPRAY PAINT, RUST STOP, FILTERS	28.34	
02/02/2021	INVOICE	32759	UR482486BLK, 4X8 OSB, CLEANER	255.85	
02/02/2021	INVOICE	32452	FEMALE THREAD, FAUCET ADAPT, HOSE SAVER	13.76	
02/02/2021	INVOICE	32587	DRILLBIT , DRILLBIT SET	10.45	
02/02/2021	INVOICE	32528	SPRAY PAINT, CLEANING SUPPLIES	23.65	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	32844	DOUBLE U HANGING BRACKET	5.98	
02/02/2021	INVOICE	32876	PAINT SUPPLIES, TAPE	351.03	
02/02/2021	INVOICE	32883	1" EXT DECK 6 LOBE	6.71	
02/02/2021	INVOICE	32881	4X8 HARDBOARD	12.99	
Total:				1,037.26	
Net of 17 Invoices / 0 Checks				1,037.26	
03222	MID-AMERICAN RESEARCH				
02/02/2021	INVOICE	0721345-IN	CHEMICALS, MOP, DE-GREASER, FLOOR CLEANER, (3,005.50	
Total:				3,005.50	
Net of 1 Invoices / 0 Checks				3,005.50	
03225	MIDWEST GLASS SERVICE INC				
02/02/2021	INVOICE	59978	HOUDINI, GLASS CLEANER	27.10	
Total:				27.10	
Net of 1 Invoices / 0 Checks				27.10	
00903	MIDWEST RIGHT OF WAY SERVICES				
02/02/2021	INVOICE	5730	LIFT STATION NO 7 REPLACEMENT	1,615.00	
Total:				1,615.00	
Net of 1 Invoices / 0 Checks				1,615.00	
03226	MIDWEST SERVICE & SALES CO				
02/02/2021	INVOICE	0029808	BLADE FOR STRAIGHT PLOW	125.00	
02/02/2021	INVOICE	0029780	SHIELDS AND POLY BUSHINGS W/ STRAPS	6,554.04	
Total:				6,679.04	
Net of 2 Invoices / 0 Checks				6,679.04	
00487	MIDWEST TAPE LLC				
02/02/2021	INVOICE	99899460	MATERIALS	255.93	
02/02/2021	INVOICE	99929555	MATERIALS	29.99	
Total:				285.92	
Net of 2 Invoices / 0 Checks				285.92	
03227	MIDWEST TURF & IRRIGATION				
02/02/2021	INVOICE	3862539-00	GRIND STONE	507.00	
Total:				507.00	
Net of 1 Invoices / 0 Checks				507.00	
10557	MOUNTAIN TOWER & LAND LLC				
02/02/2021	INVOICE	012621ENG	ROW, EASEMENTS FOR LIFT STATION NO 7 CONSTRI	57,560.00	
Total:				57,560.00	
Net of 1 Invoices / 0 Checks				57,560.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
02/02/2021	INVOICE	693432	COUPLER, ADAPTER, PLUG TAP	32.64	
02/02/2021	INVOICE	693475	OIL, BRAKE CLEANER	95.52	
02/02/2021	INVOICE	693151	ADAPTER BEARING	16.22	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	693002	ALTERNATOR	162.02	
02/02/2021	INVOICE	693141	HEADLIGHT BULB, WIPER BLADES	29.05	
			Total:	335.45	
			Net of 5 Invoices / 0 Checks	335.45	
00018	NE DEPT OF ECONOMIC DEVELOPMNT				
02/02/2021	INVOICE	12.31.2020	REMAINING ECONOMIC DEVELOPMENT FUND BALANCE	669.24	
			Total:	669.24	
			Net of 1 Invoices / 0 Checks	669.24	
00239	NEBRASKA HARVESTORE SYSTEMS				
02/02/2021	INVOICE	8803	HD CONV BRUSHES, BRUSH FLTX	725.36	
02/02/2021	INVOICE	8977	HD CONV BRUSHES	203.80	
02/02/2021	INVOICE	8957	INTAKE FILTER	49.20	
			Total:	978.36	
			Net of 3 Invoices / 0 Checks	978.36	
00131	NEBRASKA NOTARY ASSOCIATION				
02/02/2021	INVOICE	012021JCC	NOTARY APPLICATION-CRYSTAL STUTHMAN	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00444	NEBRASKA PUBLIC HEALTH				
02/02/2021	INVOICE	535624	ROUTINE TESTING	375.00	
			Total:	375.00	
			Net of 1 Invoices / 0 Checks	375.00	
02038	NORTHEAST NEBRASKA CLERKS ASSO				
02/02/2021	INVOICE	2021-1	2021 ASSOCIATION DUES - JANELL KLINE	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
02/02/2021	INVOICE	21952	DECEMBER 2020 ADMIN SERVICES	135.00	
02/02/2021	INVOICE	21951	DECEMBER 2020 ADMIN SERVICES	75.00	
02/02/2021	INVOICE	21949	DECEMBER 2020 ADMIN SERVICES	75.00	
02/02/2021	INVOICE	21649	SEPTEMBER 2020 ADMIN SERVICES	45.00	
02/02/2021	INVOICE	21747	OCTOBER 2020 ADMIN SERVICES	60.00	
02/02/2021	INVOICE	21653	SEPTEMBER 2020 ADMIN SERVICES	15.00	
			Total:	405.00	
			Net of 6 Invoices / 0 Checks	405.00	
03248	NOVICKI FIRE PREVENTION SERVC				
02/02/2021	INVOICE	022-21	ANNUAL TESTING AND MAINTENANCE	120.00	
02/02/2021	INVOICE	0223-21	ANNUAL TESTING AND MAINTENANCE	134.00	
			Total:	254.00	
			Net of 2 Invoices / 0 Checks	254.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00358 02/02/2021	OBRIST & CO INC INVOICE	8485	SERVICE CALL-FOUNTAIN FILTERS	68.00	
			Total:	68.00	
			Net of 1 Invoices / 0 Checks	68.00	
03249 02/02/2021 02/02/2021	OCCUPATIONAL HEALTH SERV INVOICE INVOICE	69406 69721	PRE-EMPLOYMENT, RANDOM TESTING POST ACCIDENT TESTING	679.00 174.00	
			Total:	853.00	
			Net of 2 Invoices / 0 Checks	853.00	
03171 02/02/2021 02/02/2021 02/02/2021 02/02/2021 02/02/2021 02/02/2021	OFFICENET INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	953329-0 953380-0 950111-1 953061-0 953451-0 953036-0	TONER POST IT NOTES, PEN REFILLS, ENVELOPE SEALER INK CARTRIDGE CALENDAR POST IT NOTES USB DRIVE	94.15 17.02 34.99 11.79 3.07 29.70	
			Total:	190.72	
			Net of 6 Invoices / 0 Checks	190.72	
00241 02/02/2021	O'KEEFE ELEVATOR CO INVOICE	M022747	ELEVATOR MAINTENANCE AGR/CONTRACT F022747	214.00	
			Total:	214.00	
			Net of 1 Invoices / 0 Checks	214.00	
02852 02/02/2021 02/02/2021 02/02/2021 02/02/2021	OLSON'S PEST TECHNICIANS INVOICE INVOICE INVOICE INVOICE	194780 194782 194783 194781	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	50.00 85.00 52.00 50.00	
			Total:	237.00	
			Net of 4 Invoices / 0 Checks	237.00	
10552 02/02/2021	OMNI ENGINEERING INVOICE	1625983	COLD MIX	3,562.65	
			Total:	3,562.65	
			Net of 1 Invoices / 0 Checks	3,562.65	
00176 02/02/2021 02/02/2021 02/02/2021 02/02/2021 02/02/2021 02/02/2021 02/02/2021	O'REILLY AUTOMOTIVE INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	0681-481744 0681-486879 0681-487324 0681-487513 0681-488884 0681-489313 0681-488367	FILTERS RUST PREVENT GEAR LUBE PENETRANT, GREASE, BRAKE CLEANER OIL, WIPER FLUID FILTERS, ABSORBENT, TOWELS BATTERY FOR 2014 CAPRICE	150.12 9.99 72.99 183.24 113.64 170.72 192.51	
			Total:	893.21	
			Net of 7 Invoices / 0 Checks	893.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00165 02/02/2021	PLATTE COUNTY ELECTION INVOICE	113020ADMIN	NOV 3RD GENERAL ELECTION EXPENSE	2,618.71	
			Total:	2,618.71	
			Net of 1 Invoices / 0 Checks	2,618.71	
00758 02/02/2021	PLATTE COUNTY REGISTER OF INVOICE	011921CLK	RESOLUTION NO. R21-09	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
10241 02/02/2021	POMP'S TIRE SERVICE INC. INVOICE	1440007600	MAINTENANCE ON 2012 DODGE RAM	1,030.54	
			Total:	1,030.54	
			Net of 1 Invoices / 0 Checks	1,030.54	
03261 02/02/2021	PRESTOX INVOICE	1162431	PEST CONTROL	62.00	
			Total:	62.00	
			Net of 1 Invoices / 0 Checks	62.00	
10431 02/02/2021	QUADIENT, INC. INVOICE	16670081	IH6-7 SERIES INK CARTRIDGE FOR POSTAGE MACH.	160.00	
			Total:	160.00	
			Net of 1 Invoices / 0 Checks	160.00	
03264 02/02/2021	REARDON LAWN & GARDEN INC INVOICE	3665	WINTER BAR OIL	17.99	
			Total:	17.99	
			Net of 1 Invoices / 0 Checks	17.99	
01624 02/02/2021	ROSENBAUER MINNESOTA LLC INVOICE	0000044314	ROLL UP DOOR SWITCH	871.28	
			Total:	871.28	
			Net of 1 Invoices / 0 Checks	871.28	
03275 02/02/2021	SECURITY EQUIPMENT INC INVOICE	615509	CW LOUIS STATION, 2021 SERVICE AGREEMENT	1,596.00	
			Total:	1,596.00	
			Net of 1 Invoices / 0 Checks	1,596.00	
01090 02/02/2021	SHEVLIN SUPPLY INVOICE	4970	CAN LINERS	24.55	
			Total:	24.55	
			Net of 1 Invoices / 0 Checks	24.55	
00203 02/02/2021	SIRSIDYNIX INVOICE	012121LIBR	SOFTWARE MAINTENANCE 1/1/21-12/31/21	15,548.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	15,548.66	
			Net of 1 Invoices / 0 Checks	15,548.66	
01324 02/02/2021	STAN HOUSTON EQUIP CO, INC INVOICE	03 984960	ROLLER CAPS, SLEEVES, BALL BEARINGS	294.00	
			Total:	294.00	
			Net of 1 Invoices / 0 Checks	294.00	
02510 02/02/2021	STATE FIRE MARSHAL TRAINING INVOICE	2671	FIREFIGHTER I/HAZMAT OP CERTIFICATIONS	600.00	
			Total:	600.00	
			Net of 1 Invoices / 0 Checks	600.00	
00244 02/02/2021	STERICYCLE INC INVOICE	4009877404	MEDICAL WASTE SERVICES	963.57	
			Total:	963.57	
			Net of 1 Invoices / 0 Checks	963.57	
02183 02/02/2021	SUNBELT RENTALS INC INVOICE	109473992	SKIDSTEER RENTAL 1/14-1/15/21	388.62	
			Total:	388.62	
			Net of 1 Invoices / 0 Checks	388.62	
00105 02/02/2021 02/02/2021	SUPER SAVER INVOICE INVOICE	113608 113832	ZIPLOCK BAGS, SCRUBBER, BANANAS SANDWICH BAGS, FOOD	23.61 67.63	
			Total:	91.24	
			Net of 2 Invoices / 0 Checks	91.24	
10271 02/02/2021	THE HOME DEPOT PRO INVOICE	595304056	FLOOR CLEANER	127.94	
			Total:	127.94	
			Net of 1 Invoices / 0 Checks	127.94	
03128 02/02/2021 02/02/2021	TIRE OUTLET INC INVOICE INVOICE	188551 189260	TIRE REPAIR TIRE REPAIR	5.00 15.00	
			Total:	20.00	
			Net of 2 Invoices / 0 Checks	20.00	
02739 02/02/2021	TRAVELERS CL REMITTANCE CENTER INVOICE	8J220558 810	AUTOMOBILE AUDIT PREMIUM DUE	1,032.00	
			Total:	1,032.00	
			Net of 1 Invoices / 0 Checks	1,032.00	
00550 02/02/2021	TRUCK CENTER COMPANIES INVOICE	226763J	PARTS FOR TRAILER 7	67.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/02/2021	INVOICE	123294	ROSENBAUER MAINTENANCE	241.50	
02/02/2021	INVOICE	227149J	AIR CHUCK	31.68	
02/02/2021	INVOICE	227148J	SOCKET FOR TRUCK 20	3.76	
02/02/2021	INVOICE	227354J	CORD REPL	24.44	
Total:				369.18	
Net of 5 Invoices / 0 Checks				369.18	
00357	TURFWERKS				
02/02/2021	INVOICE	J155994	AIRSPRING	307.58	
02/02/2021	INVOICE	O150925A	PARTS	1,588.37	
Total:				1,895.95	
Net of 2 Invoices / 0 Checks				1,895.95	
00100	U & I SANITATION				
02/02/2021	INVOICE	8687-267	GARBAGE SERVICE	50.00	
02/02/2021	INVOICE	8687-358	GARBAGE SERVICE	85.00	
Total:				135.00	
Net of 2 Invoices / 0 Checks				135.00	
10486	UNIVERSITY OF NE MEDICAL CENTER				
02/02/2021	INVOICE	0790002746	BILL W/ TRACE AMOUNTS OF WHITE POWDER	50.00	
Total:				50.00	
Net of 1 Invoices / 0 Checks				50.00	
03294	USA BLUE BOOK				
02/02/2021	INVOICE	464213	FILTER, GASKETS, FILLER	166.77	
Total:				166.77	
Net of 1 Invoices / 0 Checks				166.77	
03299	WALMART COMMUNITY/GEGRB				
02/02/2021	INVOICE	035600877739	TRAINING SUPPLIES, CORDLESS SWEEPER	103.57	
02/02/2021	INVOICE	036500676335	CALCULATORS	17.88	
02/02/2021	INVOICE	100500520321	WASHER FLUID, WASTEBASKETS	27.72	
02/02/2021	INVOICE	100800893696	SUPPLIES	48.65	
02/02/2021	INVOICE	100700857559	PROGRAM SUPPLIES	21.84	
Total:				219.66	
Net of 5 Invoices / 0 Checks				219.66	
03302	WEMHOFF REFRIGERATION INC				
02/02/2021	INVOICE	13819	WALK-IN FREEZER REPAIR	125.50	
Total:				125.50	
Net of 1 Invoices / 0 Checks				125.50	
1 invoices and 0 checks for 98 vendors:				184,509.13	

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	01/18/21	6136	76.00
100-100-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	12/01/20	Multiple	500.00
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/07/21	Multiple	435.99
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	437.50
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/14/21	174494/5	21.17
100-100-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	01/18/21	20937	96.50
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	12/22/20	Multiple	115.38
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	01/20/21	194780	50.00
100-100-54310	BUILDING MAINTENANCE	SECURITY EQUIPMENT INC	01/13/21	615509	1,596.00
100-100-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	15.20
100-100-55600	ELECTION EXPENSE	PLATTE COUNTY ELECTION	01/21/21	113020ADMIN	2,618.71
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	01/19/21	011921CLK	34.00
100-100-56020	OFFICE SUPPLIES	OFFICENET	01/22/21	953380-0	17.02
100-100-56040	POSTAGE AND FREIGHT	QUADIENT, INC.	12/29/20	16670081	160.00
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	246.91
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	46.77
100-100-56610	CHAMBER OF COMMERCE	COLUMBUS AREA CHAMBER OF	01/14/21	35632	2,000.00
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	B2 ENVIRONMENTAL	01/14/21	25522	3,650.00
Total For Dept 100 GENERAL ADMINISTRATION					12,117.15
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	01/13/21	194781	50.00
100-102-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	31.49
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/12/21	4461017	20.66
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	300-44995-00	93.82
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	5.50
Total For Dept 102 COLUMBUS AREA TRANSIT					201.47
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER	01/18/21	E36682	236.00
100-103-54320-III-C	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	12/01/20	13819	125.50
100-103-56010-III-C	SUPPLIES	SUPER SAVER	01/19/20	Multiple	50.46
100-103-56240-III-B	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	6.88
100-103-56240-III-C	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	6.87
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	01/11/21	113832	23.23
Total For Dept 103 COLUMBUS COMMUNITY CENTER					448.94
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	13.75
Total For Dept 105 FINANCE					13.75
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	11.00
100-106-56650	MEMBERSHIP DUES	NORTHEAST NEBRASKA CLERKS	01/22/21	2021-1	20.00
Total For Dept 106 CITY CLERK					31.00
Dept 108 HUMAN RESOURCES					
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	75.00
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	2.75
Total For Dept 108 HUMAN RESOURCES					77.75
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CC	01/20/21	Multiple	310.17

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	WALMART COMMUNITY/GECRB	12/21/20	Multiple	121.45
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	INTERNATIONAL PUBLIC MANAC	01/07/21	INV-00469-C6S4Q6	257.50
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69721	174.00
100-110-52800	UNIFORMS	GALLS LLC	01/06/21	017362134	35.24
100-110-53200	PROFESSIONAL SERVICES	UNIVERSITY OF NE MEDICAL C	10/26/20	0790002746	50.00
100-110-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/06/21	766396674659	105.98
100-110-54310	BUILDING MAINTENANCE	MENARDS	01/12/21	32387	19.98
100-110-54310	BUILDING MAINTENANCE	O'KEEFE ELEVATOR CO	01/01/21	M022747	214.00
100-110-54310	BUILDING MAINTENANCE	OBRIST & CO INC	01/01/21	8485	68.00
100-110-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	01/20/21	194782	85.00
100-110-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/25/21	174723/5	12.60
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	01/18/21	855001188-1	36.00
100-110-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/19/21	0681-488367	192.51
100-110-54330	VEHICLE MAINTENANCE	WALMART COMMUNITY/GECRB	01/05/21	100500520321	17.80
100-110-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	124.24
100-110-55950	COVID-19 EXPENSES	AMAZON	12/17/20	843735957637	107.38
100-110-56010	SUPPLIES	AMAZON	12/18/20	Multiple	149.26
100-110-56010	SUPPLIES	WALMART COMMUNITY/GECRB	01/05/21	100500520321	9.92
100-110-56020	OFFICE SUPPLIES	AMAZON	12/21/20	Multiple	122.04
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	911 CUSTOM LLC	01/25/21	44072	739.00
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	148.41
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	99.00
Total For Dept 110 POLICE					3,199.48
Dept 120 FIRE					
100-120-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	87.50
100-120-54310	BUILDING MAINTENANCE	CONTROL MANAGEMENT INC.	12/08/20	ST12767	260.00
100-120-54310	BUILDING MAINTENANCE	FASTENAL COMPANY	01/06/21	NECOL230164	31.43
100-120-54330	VEHICLE MAINTENANCE	ROSENBAUER MINNESOTA LLC	01/13/21	0000044314	871.28
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	01/13/21	123294	241.50
100-120-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	279.59
100-120-55900	MISCELLANEOUS	BOMGAARS	12/31/20	35735298	93.93
100-120-55950	COVID-19 EXPENSES	AMAZON	12/28/20	765353945589	98.96
100-120-56010	SUPPLIES	FASTENAL COMPANY	01/22/21	NECOL230583	330.67
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/11/21	Multiple	192.90
100-120-56030	CLEANING SUPPLIES/SERVICE	THE HOME DEPOT PRO	01/18/21	595304056	63.97
100-120-56050	FUEL	BOMGAARS	12/31/20	35735298	53.94
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	134.44
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	45.38
Total For Dept 120 FIRE					2,785.49
Dept 121 RESCUE					
100-121-54320	EQUIPMENT MAINTENANCE	GALLS LLC	10/26/20	016794859	137.55
100-121-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	56.90
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	01/26/21	Multiple	2,150.93
100-121-56010	SUPPLIES	LIVING WATERS LLC	01/21/21	20372	79.80
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	02/01/21	020121FIRE	177.97
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/11/21	Multiple	192.93
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	02/01/21	4009877404	963.57
100-121-56030	CLEANING SUPPLIES/SERVICE	THE HOME DEPOT PRO	01/18/21	595304056	63.97
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	134.45
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	45.37

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
				Total For Dept 121 RESCUE	4,003.44
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAININ	12/08/20	2671	600.00
				Total For Dept 125 VOLUNTEER FIRE DEPARTMENT	600.00
Dept 130 LIBRARY					
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	SIRSIDYNIX	01/21/21	012121LIBR	15,548.66
100-130-54310	BUILDING MAINTENANCE	MENARDS	01/20/21	32876	351.03
100-130-54320-BUILD	EQUIPMENT MAINTENANCE	AMAZON	01/07/21	Multiple	74.97
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	01/20/21	E-217771	152.00
100-130-55950	COVID-19 EXPENSES	AMAZON	01/14/21	689398738546	57.00
100-130-56010-STAFF	SUPPLIES	OFFICENET	01/15/21	953061-0	11.79
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-21981-00	124.27
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	38.50
100-130-56250	REFUSE	U & I SANITATION	01/20/21	8687-267	50.00
100-130-56400	PROGRAMS	SUPER SAVER	01/19/20	113608	17.55
100-130-56400-YASCH	PROGRAMS	AMAZON	01/11/21	Multiple	777.20
100-130-56400-YASCH	PROGRAMS	WALMART COMMUNITY/GECRB	01/07/21	100700857559	21.84
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	12/16/20	Multiple	476.14
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	01/15/21	Multiple	49.95
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	12/15/20	Multiple	173.35
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	101/12/21	Multiple	279.03
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	01/15/21	Multiple	285.92
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	01/15/21	Multiple	36.11
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	01/15/21	INV-US39436	22.59
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BAUER UNDERGROUND INC.	01/14/21	7620	4,170.00
				Total For Dept 130 LIBRARY	22,717.90
Dept 140 CEMETERY					
100-140-54320	EQUIPMENT MAINTENANCE	BOMGAARS	12/28/20	35733829	63.99
100-140-54330	VEHICLE MAINTENANCE	BOMGAARS	12/28/20	35733829	50.33
100-140-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	15.07
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-41055-00	25.96
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	2.75
				Total For Dept 140 CEMETERY	158.10
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCIL	01/11/21	1001286977	85.00
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	175.00
100-145-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	17.08
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	13.75
				Total For Dept 145 COMMUNITY DEVELOPMENT	290.83
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	01/18/21	E36679	45.00
100-150-52800	UNIFORMS	JACKSON SERVICES INC	01/19/21	4466067	16.45
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	87.50
100-150-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	01/20/21	044758	718.14
100-150-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	01/14/21	693151	16.22
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTOR SYSTEM	12/30/20	Multiple	929.16
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	01/19/21	189260	15.00
100-150-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	01/22/21	2775 001-422845	140.48
100-150-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	48.06

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 POST DATES 02/02/2021 - 02/02/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/19/21	174597/5	11.34
100-150-56010	SUPPLIES	CENTRAL PARTS & MACHINE	01/19/21	2775 001-422602	23.95
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPP	01/18/21	Multiple	48.34
100-150-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	01/22/21	693475	95.52
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	01/18/21	400088 FEB21	24.60
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	842.71
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	11.00
Total For Dept 150 PARKS					3,073.47
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SF	01/21/21	0223-21	134.00
100-151-54320	EQUIPMENT MAINTENANCE	MENARDS	01/12/21	Multiple	17.99
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	300-47515-00	302.15
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	5.50
Total For Dept 151 PAWNEE PLUNGE WATER PARK					459.64
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	01/15/21	Multiple	49.38
100-152-54310	BUILDING MAINTENANCE	MECHANICAL SALES INC	01/11/21	51435	8,344.00
100-152-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SF	01/21/21	022-21	120.00
100-152-54310	BUILDING MAINTENANCE	PRESTOX	01/19/21	1162431	62.00
100-152-54310	BUILDING MAINTENANCE	USA BLUE BOOK	01/06/21	464213	166.77
100-152-54320	EQUIPMENT MAINTENANCE	MENARDS	01/19/21	32799	50.28
100-152-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	2.15
100-152-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/20/21	174618/5	4.99
100-152-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	01/14/21	8176856-0	165.00
100-152-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	01/08/21	0721345-IN	551.50
100-152-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	01/14/21	4970	24.55
100-152-56060	CHEMICALS	MID-AMERICAN RESEARCH	01/08/21	0721345-IN	2,454.00
100-152-56090	SMALL TOOLS	MENARDS	01/15/21	32587	10.45
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-37998-00	232.48
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	5.50
Total For Dept 152 AQUATIC CENTER POOL					12,243.05
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	01/20/21	4714	48.29
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	01/12/21	Multiple	191.07
100-155-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	12/01/20	0681-481744	150.12
100-155-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	2.20
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	300-47518-00	550.30
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	8.25
Total For Dept 155 VAN BERG GOLF COURSE					950.23
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/26/21	0681-489313	170.72
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	01/27/21	Multiple	1,895.95
100-156-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	10.42
100-156-56010	SUPPLIES	MIDWEST TURF & IRRIGATION	01/08/21	3862539-00	507.00
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	262.63
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	22.00
Total For Dept 156 QUAIL RUN GOLF COURSE					2,868.72

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Total For Fund 100 GENERAL FUND					66,240.41
Fund 160 PLATTE CO LIBRARY SERVICE					
Dept 160 PLATTE CO LIBRARY SERVICE					
160-160-54320	EQUIPMENT MAINTENANCE	AMAZON	12/09/20	Multiple	67.17
160-160-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	10.47
160-160-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	10/13/21	Multiple	58.44
Total For Dept 160 PLATTE CO LIBRARY SERVICE					136.08
Total For Fund 160 PLATTE CO LIBRARY SERVICE					136.08
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	74.00
200-200-52800	UNIFORMS	JACKSON SERVICES INC	01/21/21	Multiple	584.28
200-200-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/16/21	776577759836	38.00
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	350.00
200-200-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/14/21	174498/5	27.98
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	01/13/21	194783	52.00
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	01/06/21	5606100681624	48.82
200-200-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	12/29/20	2875 001-421109	213.34
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	01/06/21	Multiple	228.80
200-200-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	01/07/21	2875 001-421733	80.48
200-200-54450	STREET MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/19/21	174600/5	4.36
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	01/21/21	52859	540.21
200-200-54450	STREET MAINTENANCE	OMNI ENGINEERING	01/13/21	1625983	3,562.65
200-200-54520	EQUIPMENT RENTAL/PURCHASE	SUNBELT RENTALS INC	01/15/21	109473992	388.62
200-200-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	144.70
200-200-56010	SUPPLIES	BLACKSTRAP INC	01/21/21	124514	1,662.11
200-200-56010	SUPPLIES	BOMGAARS	12/17/20	Multiple	22.05
200-200-56010	SUPPLIES	FASTENAL COMPANY	01/04/21	Multiple	150.66
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	01/19/21	Multiple	4,202.88
200-200-56010	SUPPLIES	ISLAND SUPPLY WELDING CO.	01/20/21	232388	128.48
200-200-56010	SUPPLIES	LAWSON PRODUCTS	01/18/21	9308151979	115.67
200-200-56010	SUPPLIES	MIDWEST SERVICE & SALES CC	01/12/21	0029780	6,554.04
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	01/08/21	0681-486879	9.99
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	01/15/21	3665	17.99
200-200-56120	TRAFFIC SIGNS	FASTENAL COMPANY	01/06/21	NECOL230190	136.20
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	100-13650-01	318.56
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	11.00
Total For Dept 200 STREETS					19,667.87
Total For Fund 200 STREETS/ENGINEERING					19,667.87
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CC	01/15/21	0029808	125.00
205-205-54330	VEHICLE MAINTENANCE	POMP'S TIRE SERVICE INC.	01/13/21	1440007600	1,030.54
205-205-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	01/01/21	188551	5.00
205-205-54470	FSS BUILDING MAINTENANCE	MENARDS	01/15/21	32588	28.34
205-205-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	12.29
205-205-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/20/21	174614/5	48.97
205-205-56010	SUPPLIES	MENARDS	01/13/21	Multiple	462.02
205-205-56020	OFFICE SUPPLIES	OFFICENET	01/15/21	950111-1	34.99
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-39560-01	26.56

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Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	8.25
205-205-56250	REFUSE	U & I SANITATION	01/20/21	8687-358	42.50
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	01/26/21	200-39615-01	54.83
Total For Dept 205 AIRPORT					1,879.29
Total For Fund 205 AIRPORT					1,879.29
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	NEBRASKA NOTARY ASSOCIATION	01/21/21	012021JCC	100.00
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	220.00
220-220-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/07/21	463648678873	243.22
220-220-55950	COVID-19 EXPENSES	WALMART COMMUNITY/GEGRB	01/08/21	100800893696	9.34
220-220-56010	SUPPLIES	WALMART COMMUNITY/GEGRB	01/08/21	100800893696	39.31
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-39615-01	54.83
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	2.75
220-220-56250	REFUSE	U & I SANITATION	01/20/21	8687-358	42.50
Total For Dept 220 E911					711.95
Total For Fund 220 COMMUNICATIONS - E911					711.95
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	01/20/21	Multiple	210.00
Total For Dept 240 HOUSING REHAB & LOANS					210.00
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	01/20/21	21951	75.00
Total For Dept 243 CDBG REVOLVING REHAB LOAN					75.00
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	01/20/21	Multiple	120.00
Total For Dept 244 CDBG DPA LOANS (NENEDD)					120.00
Total For Fund 240 HOUSING REHAB & LOANS					405.00
Fund 250 ECONOMIC DEVL REUSE					
Dept 250 ECONOMIC DEVL REUSE					
250-250-56750	ECON DEVL LOAN & ADMIN	NE DEPT OF ECONOMIC DEVELOPMENT	12/31/20	12.31.2020	669.24
Total For Dept 250 ECONOMIC DEVL REUSE					669.24
Total For Fund 250 ECONOMIC DEVL REUSE					669.24
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	124.00
500-500-52800	UNIFORMS	JACKSON SERVICES INC	01/21/21	Multiple	266.64
500-500-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/13/21	989469778484	120.98
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	262.50
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/13/21	Multiple	49.57
500-500-54320	EQUIPMENT MAINTENANCE	ELECTRIC PUMP INC	01/12/21	Multiple	4,651.84
500-500-54320	EQUIPMENT MAINTENANCE	KULA'S EXHAUST & REPAIR LI	01/13/21	6715	90.00
500-500-54320	EQUIPMENT MAINTENANCE	STAN HOUSTON EQUIP CO, INC	01/20/21	03 984960	147.00
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/22/21	0681-488884	113.64

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Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	129.88
500-500-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/20/21	174619/5	4.99
500-500-56010	SUPPLIES	JACKSON SERVICES INC	01/21/21	4465996	44.24
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/21/21	Multiple	16.45
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	100-13650-01	53.10
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	13.75
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	H PROPERTIES OF COLUMBUS I	01/26/21	012621ENG	2,640.00
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	MIDWEST RIGHT OF WAY SERV	01/08/21	5730	1,615.00
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	MOUNTAIN TOWER & LAND LLC	01/26/21	012621ENG	57,560.00
Total For Dept 500 WASTEWATER COLLECTION					67,903.58
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	01/21/21	Multiple	272.43
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/21/21	Multiple	30.16
500-501-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	01/12/21	2827 001-422050	45.00
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	01/19/21	32800	49.27
500-501-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	01/12/21	8957	49.20
500-501-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	39.84
500-501-56010	SUPPLIES	MENARDS	01/20/21	32844	5.98
500-501-56020	OFFICE SUPPLIES	OFFICENET	01/14/21	953036-0	29.70
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/21/21	Multiple	73.62
500-501-56090	SMALL TOOLS	MENARDS	01/11/21	Multiple	41.92
500-501-56100	LABORATORY	KEN'S APPLIANCE SERVICE	01/13/21	41915	65.00
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	8,375.61
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	13.75
Total For Dept 501 WASTEWATER TREATMENT FAC					9,091.48
Total For Fund 500 UTILITY SERVICE					76,995.06
Fund 520 WATER					
Dept 520 WATER					
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	62.00
520-520-52800	UNIFORMS	JACKSON SERVICES INC	01/26/21	Multiple	107.03
520-520-53400	COMPUTER SUPPORT/MAINT	AMAZON	01/13/21	989469778484	120.99
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	262.50
520-520-54310	BUILDING MAINTENANCE	BOMGAARS	12/22/20	35731281	34.94
520-520-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	01/26/21	Multiple	51.86
520-520-54320	EQUIPMENT MAINTENANCE	STAN HOUSTON EQUIP CO, INC	01/20/21	03 984960	147.00
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	01/19/21	528126	567.51
520-520-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	16.70
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	01/13/21	535624	375.00
520-520-56010	SUPPLIES	OFFICENET	01/21/21	953451-0	3.07
520-520-56020	OFFICE SUPPLIES	OFFICENET	01/22/21	953329-0	94.15
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/21/21	Multiple	61.22
520-520-56030	CLEANING SUPPLIES/SERVICE	MIDWEST GLASS SERVICE INC	01/20/21	59978	27.10
520-520-56060	CHEMICALS	HAWKINS INC	01/20/21	4865909	4,508.36
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	01/20/21	Multiple	(3,992.36)
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	01/20/21	N605250	13,527.00
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	181.35
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	27.50
Total For Dept 520 WATER					16,182.92

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Fund 520 WATER					
				Total For Fund 520 WATER	16,182.92
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	01/15/21	GIS-0009	87.50
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	200-28755-00	42.92
				Total For Dept 560 STORMWATER UTILITY	130.42
				Total For Fund 560 STORMWATER UTILITY	130.42
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	01/15/21	69406	124.00
570-570-52800	UNIFORMS	JACKSON SERVICES INC	01/21/21	Multiple	195.14
570-570-53400	COMPUTER SUPPORT/MAINT	AMAZON	12/10/20	593994658866	8.99
570-570-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/26/21	174748/5	63.96
570-570-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	01/22/21	5606102267661	60.90
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	01/11/21	Multiple	201.73
570-570-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/11/21	Multiple	256.23
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	01/12/21	Multiple	127.68
570-570-55200	INSURANCE	TRAVELERS CL REMITTANCE CF	01/12/21	8J220558 810	75.72
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/21/21	4467854	30.57
570-570-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBU	01/21/21	693432	32.64
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	01/26/21	Multiple	305.08
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	01/16/21	402-564-8127 139461	8.25
				Total For Dept 570 TRANSFER STATION	1,490.89
				Total For Fund 570 SOLID WASTE DIVISION	1,490.89

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Fund Totals:					
		Fund 100	GENERAL FUND		66,240.41
		Fund 160	PLATTE CO LIBRARY SERVI		136.08
		Fund 200	STREETS/ENGINEERING		19,667.87
		Fund 205	AIRPORT		1,879.29
		Fund 220	COMMUNICATIONS - E911		711.95
		Fund 240	HOUSING REHAB & LOANS		405.00
		Fund 250	ECONOMIC DEVL REUSE		669.24
		Fund 500	UTILITY SERVICE		76,995.06
		Fund 520	WATER		16,182.92
		Fund 560	STORMWATER UTILITY		130.42
		Fund 570	SOLID WASTE DIVISION		1,490.89
Total For All Funds:					184,509.13
--- TOTALS BY GL DISTRIBUTION ---					
	100-100-53200		PROFESSIONAL SERVICES		576.00
	100-100-53400		COMPUTER SUPPORT/MAINT		873.49
	100-100-54310		BUILDING MAINTENANCE		1,879.05
	100-100-55200		INSURANCE		15.20
	100-100-55600		ELECTION EXPENSE		2,618.71
	100-100-55900		MISCELLANEOUS		34.00
	100-100-56020		OFFICE SUPPLIES		17.02
	100-100-56040		POSTAGE AND FREIGHT		160.00
	100-100-56230		WATER AND SEWER		246.91
	100-100-56240		TELEPHONE		46.77
	100-100-56610		CHAMBER OF COMMERCE		2,000.00
	100-100-57200-21092		CAPITAL-LAND & BUILDINGS		3,650.00
	100-102-54310		BUILDING & GROUNDS MAINT		50.00
	100-102-55200		INSURANCE		31.49
	100-102-56030		CLEANING SUPPLIES/SERVICE		20.66
	100-102-56230		WATER AND SEWER		93.82
	100-102-56240		TELEPHONE		5.50
	100-103-52710		EMPLOYEE RECRUITMENT/RETENTION		236.00
	100-103-54320-III-C		EQUIPMENT MAINTENANCE		125.50
	100-103-56010-III-C		SUPPLIES		50.46
	100-103-56240-III-B		TELEPHONE		6.88
	100-103-56240-III-C		TELEPHONE		6.87
	100-103-56300-III-C		FOOD COSTS		23.23
	100-105-56240		TELEPHONE		13.75
	100-106-56240		TELEPHONE		11.00
	100-106-56650		MEMBERSHIP DUES		20.00
	100-108-52710		EMPLOYEE RECRUITMENT/RETENTION		75.00
	100-108-56240		TELEPHONE		2.75
	100-110-52700		TRAINING AND TUITION		431.62
	100-110-52710		EMPLOYEE RECRUITMENT/RETENTION		431.50
	100-110-52800		UNIFORMS		35.24
	100-110-53200		PROFESSIONAL SERVICES		50.00
	100-110-53400		COMPUTER SUPPORT/MAINT		105.98
	100-110-54310		BUILDING MAINTENANCE		386.98
	100-110-54320		EQUIPMENT MAINTENANCE		48.60
	100-110-54330		VEHICLE MAINTENANCE		210.31
	100-110-55200		INSURANCE		124.24
	100-110-55950		COVID-19 EXPENSES		107.38
	100-110-56010		SUPPLIES		159.18
	100-110-56020		OFFICE SUPPLIES		122.04
	100-110-56190-20015		PERSONAL PROTECTIVE SUPP		739.00
	100-110-56230		WATER AND SEWER		148.41

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		100-110-56240		TELEPHONE	99.00
		100-120-53400		COMPUTER SUPPORT/MAINT	87.50
		100-120-54310		BUILDING MAINTENANCE	291.43
		100-120-54330		VEHICLE MAINTENANCE	1,112.78
		100-120-55200		INSURANCE	279.59
		100-120-55900		MISCELLANEOUS	93.93
		100-120-55950		COVID-19 EXPENSES	98.96
		100-120-56010		SUPPLIES	330.67
		100-120-56030		CLEANING SUPPLIES/SERVICE	256.87
		100-120-56050		FUEL	53.94
		100-120-56230		WATER AND SEWER	134.44
		100-120-56240		TELEPHONE	45.38
		100-121-54320		EQUIPMENT MAINTENANCE	137.55
		100-121-55200		INSURANCE	56.90
		100-121-56010		SUPPLIES	2,230.73
		100-121-56020		OFFICE SUPPLIES	177.97
		100-121-56030		CLEANING SUPPLIES/SERVICE	1,220.47
		100-121-56230		WATER AND SEWER	134.45
		100-121-56240		TELEPHONE	45.37
		100-125-52700		TRAINING AND TUITION	600.00
		100-130-53400-PATRN		COMPUTER SUPPORT/MAINT	15,548.66
		100-130-54310		BUILDING MAINTENANCE	351.03
		100-130-54320-BUILD		EQUIPMENT MAINTENANCE	74.97
		100-130-55400		ADVERTISING AND PROMOTION	152.00
		100-130-55950		COVID-19 EXPENSES	57.00
		100-130-56010-STAFF		SUPPLIES	11.79
		100-130-56230		WATER AND SEWER	124.27
		100-130-56240		TELEPHONE	38.50
		100-130-56250		REFUSE	50.00
		100-130-56400		PROGRAMS	17.55
		100-130-56400-YASCH		PROGRAMS	799.04
		100-130-56410-ADULT		BOOKS AND PUBLICATIONS	1,264.39
		100-130-56410-CHILD		BOOKS AND PUBLICATIONS	36.11
		100-130-56410-YOUNG		BOOKS AND PUBLICATIONS	22.59
		100-130-57200-20030		CAPITAL-LAND & BUILDINGS	4,170.00
		100-140-54320		EQUIPMENT MAINTENANCE	63.99
		100-140-54330		VEHICLE MAINTENANCE	50.33
		100-140-55200		INSURANCE	15.07
		100-140-56230		WATER AND SEWER	25.96
		100-140-56240		TELEPHONE	2.75
		100-145-52700		TRAINING AND TUITION	85.00
		100-145-53400		COMPUTER SUPPORT/MAINT	175.00
		100-145-55200		INSURANCE	17.08
		100-145-56240		TELEPHONE	13.75
		100-150-52710		EMPLOYEE RECRUITMENT/RETENTION	45.00
		100-150-52800		UNIFORMS	16.45
		100-150-53400		COMPUTER SUPPORT/MAINT	87.50
		100-150-54320		EQUIPMENT MAINTENANCE	1,678.52
		100-150-54330		VEHICLE MAINTENANCE	140.48
		100-150-55200		INSURANCE	48.06
		100-150-56010		SUPPLIES	179.15
		100-150-56220		ELECTRICITY	24.60
		100-150-56230		WATER AND SEWER	842.71
		100-150-56240		TELEPHONE	11.00
		100-151-54310		BUILDING MAINTENANCE	134.00
		100-151-54320		EQUIPMENT MAINTENANCE	17.99
		100-151-56230		WATER AND SEWER	302.15
		100-151-56240		TELEPHONE	5.50
		100-152-54310		BUILDING MAINTENANCE	8,742.15

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		100-152-54320		EQUIPMENT MAINTENANCE	50.28
		100-152-55200		INSURANCE	2.15
		100-152-56010		SUPPLIES	4.99
		100-152-56020		OFFICE SUPPLIES	165.00
		100-152-56030		CLEANING SUPPLIES/SERVICE	576.05
		100-152-56060		CHEMICALS	2,454.00
		100-152-56090		SMALL TOOLS	10.45
		100-152-56230		WATER AND SEWER	232.48
		100-152-56240		TELEPHONE	5.50
		100-155-54320		EQUIPMENT MAINTENANCE	389.48
		100-155-55200		INSURANCE	2.20
		100-155-56230		WATER AND SEWER	550.30
		100-155-56240		TELEPHONE	8.25
		100-156-54320		EQUIPMENT MAINTENANCE	2,066.67
		100-156-55200		INSURANCE	10.42
		100-156-56010		SUPPLIES	507.00
		100-156-56230		WATER AND SEWER	262.63
		100-156-56240		TELEPHONE	22.00
		160-160-54320		EQUIPMENT MAINTENANCE	67.17
		160-160-55200		INSURANCE	10.47
		160-160-56410		BOOKS AND PUBLICATIONS	58.44
		200-200-52710		EMPLOYEE RECRUITMENT/RETENTION	74.00
		200-200-52800		UNIFORMS	584.28
		200-200-53400		COMPUTER SUPPORT/MAINT	388.00
		200-200-54310		BUILDING MAINTENANCE	79.98
		200-200-54320		EQUIPMENT MAINTENANCE	262.16
		200-200-54330		VEHICLE MAINTENANCE	309.28
		200-200-54450		STREET MAINTENANCE	4,107.22
		200-200-54520		EQUIPMENT RENTAL/PURCHASE	388.62
		200-200-55200		INSURANCE	144.70
		200-200-56010		SUPPLIES	12,863.87
		200-200-56120		TRAFFIC SIGNS	136.20
		200-200-56230		WATER AND SEWER	318.56
		200-200-56240		TELEPHONE	11.00
		205-205-54320		EQUIPMENT MAINTENANCE	125.00
		205-205-54330		VEHICLE MAINTENANCE	1,035.54
		205-205-54470		FSS BUILDING MAINTENANCE	28.34
		205-205-55200		INSURANCE	12.29
		205-205-56010		SUPPLIES	510.99
		205-205-56020		OFFICE SUPPLIES	34.99
		205-205-56230		WATER AND SEWER	26.56
		205-205-56240		TELEPHONE	8.25
		205-205-56250		REFUSE	42.50
		205-205-56260		UTILITIES - FSS BUILDING	54.83
		220-220-52700		TRAINING AND TUITION	100.00
		220-220-52710		EMPLOYEE RECRUITMENT/RETENTION	220.00
		220-220-53400		COMPUTER SUPPORT/MAINT	243.22
		220-220-55950		COVID-19 EXPENSES	9.34
		220-220-56010		SUPPLIES	39.31
		220-220-56230		WATER AND SEWER	54.83
		220-220-56240		TELEPHONE	2.75
		220-220-56250		REFUSE	42.50
		240-240-56780		HOUSING LOANS & ADMIN	210.00
		240-243-56780		HOUSING LOANS & ADMIN	75.00
		240-244-56780		HOUSING LOANS & ADMIN	120.00
		250-250-56750		ECON DEVL LOAN & ADMIN	669.24
		500-500-52710		EMPLOYEE RECRUITMENT/RETENTION	124.00
		500-500-52800		UNIFORMS	266.64
		500-500-53400		COMPUTER SUPPORT/MAINT	383.48

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 POST DATES 02/02/2021 - 02/02/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
		500-500-54320		EQUIPMENT MAINTENANCE	4,938.41
		500-500-54330		VEHICLE MAINTENANCE	113.64
		500-500-55200		INSURANCE	129.88
		500-500-56010		SUPPLIES	49.23
		500-500-56030		CLEANING SUPPLIES/SERVICE	16.45
		500-500-56230		WATER AND SEWER	53.10
		500-500-56240		TELEPHONE	13.75
		500-500-57300-20092		CAPITAL-NEW CONSTRUCTION	61,815.00
		500-501-52800		UNIFORMS	272.43
		500-501-54320		EQUIPMENT MAINTENANCE	173.63
		500-501-55200		INSURANCE	39.84
		500-501-56010		SUPPLIES	5.98
		500-501-56020		OFFICE SUPPLIES	29.70
		500-501-56030		CLEANING SUPPLIES/SERVICE	73.62
		500-501-56090		SMALL TOOLS	41.92
		500-501-56100		LABORATORY	65.00
		500-501-56230		WATER AND SEWER	8,375.61
		500-501-56240		TELEPHONE	13.75
		520-520-52710		EMPLOYEE RECRUITMENT/RETENTION	62.00
		520-520-52800		UNIFORMS	107.03
		520-520-53400		COMPUTER SUPPORT/MAINT	383.49
		520-520-54310		BUILDING MAINTENANCE	86.80
		520-520-54320		EQUIPMENT MAINTENANCE	147.00
		520-520-54390		SYSTEM MAINTENANCE	567.51
		520-520-55200		INSURANCE	16.70
		520-520-55640		COMPLIANCE TESTING	375.00
		520-520-56010		SUPPLIES	3.07
		520-520-56020		OFFICE SUPPLIES	94.15
		520-520-56030		CLEANING SUPPLIES/SERVICE	88.32
		520-520-56060		CHEMICALS	4,508.36
		520-520-56130		SUPPLIES FOR RESALE	(3,992.36)
		520-520-56135		AMR RADIO EXPENSE	13,527.00
		520-520-56230		WATER AND SEWER	181.35
		520-520-56240		TELEPHONE	27.50
		560-560-53400		COMPUTER SUPPORT/MAINT	87.50
		560-560-56230		WATER AND SEWER	42.92
		570-570-52710		EMPLOYEE RECRUITMENT/RETENTION	124.00
		570-570-52800		UNIFORMS	195.14
		570-570-53400		COMPUTER SUPPORT/MAINT	8.99
		570-570-54310		BUILDING MAINTENANCE	63.96
		570-570-54320		EQUIPMENT MAINTENANCE	60.90
		570-570-54330		VEHICLE MAINTENANCE	585.64
		570-570-55200		INSURANCE	75.72
		570-570-56030		CLEANING SUPPLIES/SERVICE	30.57
		570-570-56090		SMALL TOOLS	32.64
		570-570-56230		WATER AND SEWER	305.08
		570-570-56240		TELEPHONE	8.25

EXP CHECK RUN DATES 02/02/2021 - 02/02/2021

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

CLAIMS \$5,000 - \$10,000

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
58200	BENDER MATTHEW & CO INC	02/01/2021	02/02/2021	0.00	0.00	Void	N
58203	MECHANICAL SALES INC	01/11/2021	02/02/2021	8,344.00	8,344.00	Open	N
58226	MIDWEST SERVICE & SALES CO	01/12/2021	02/02/2021	6,554.04	6,554.04	Open	N
58454	CITY OF COLUMBUS	01/26/2021	02/02/2021	5,379.06	5,379.06	Open	N

of Invoices: 4 # Due: 3

Totals: 20,277.10

20,277.10

of Credit Memos: 0 # Due: 0

Totals: 0.00

0.00

Net of Invoices and Credit Memos:

20,277.10

20,277.10

--- TOTALS BY FUND ---

100 - GENERAL FUND

8,344.00

8,344.00

200 - STREETS/ENGINEERING

6,554.04

6,554.04

500 - UTILITY SERVICE

5,379.06

5,379.06

--- TOTALS BY DEPT/ACTIVITY ---

152 - AQUATIC CENTER POOL

8,344.00

8,344.00

200 - STREETS

6,554.04

6,554.04

501 - WASTEWATER TREATMENT FAC

5,379.06

5,379.06

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

6. **SPECIAL PRESENTATIONS**

6.A. Annual report of Library Board and community building project update.

ANNUAL REPORT

FINANCES

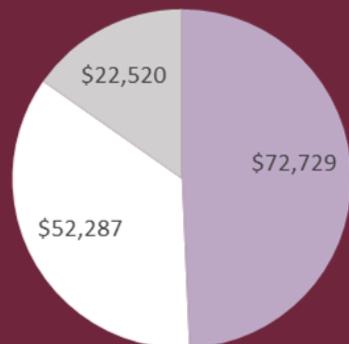
Funding

City of Columbus	\$1,070,436
Platte County	\$121,739
Donations, Fees, Interest	\$23,508
State Aid & Grants	\$9,031

Expenditures

Personnel	\$770,620
Operating	\$244,552
Materials	\$147,535
Computer Equipment	\$42,239
Electronic Access	\$15,294
Continuing Education	\$4,473

Materials Expenditures



SPECIAL COLLECTIONS

- Laser Engraver, 3D Printers
- Poster Printer, Vinyl Cutters
- Board Games, Drones
- Embroidery Machine
- Virtual Reality
- STEM Kits

CIRCULATING COLLECTION

72,185 E-Books

66,409 E-Audiobooks

75 Magazines & Newspapers

179 E-Video

3 Projectors

54,064 Books

2,424 Audiobooks

6,011 DVDs



4,669 items added



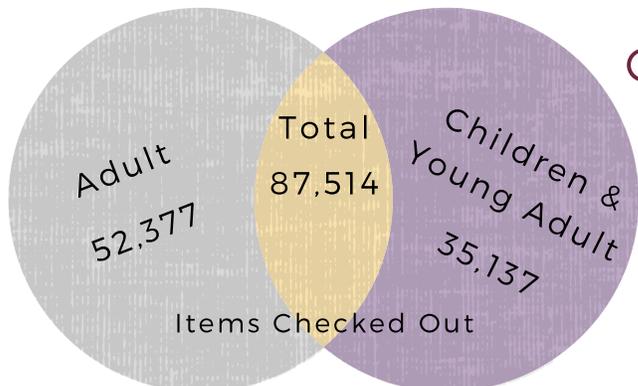
9,473 items withdrawn

LIBRARY USE & MATERIALS CIRCULATION

Physical Materials

Books, Audiobooks, DVDs, Periodicals

146,712
Total
Checkouts



Electronic Materials

Downloadable Books & Audiobooks



Electronic Collections & Databases

Ancestry, AtoZdatabases, Chilton, Freading, Freegal Music, Mango Languages, Testing & Education Reference Center, RB Digital Magazines & Streaming Video, Value Line, Weiss Ratings, & more



Interlibrary Loan

827 items borrowed

585 items lent

25 funded by Nebraska Library Commission

20,887
Library Cardholders

Facility

CPL SERVICE HOURS	2,233
BOOKMOBILE SERVICE HOURS	512
VISITS	60,461
COMMUNITY MEETING ROOM USE	765
PUBLIC COMPUTER SESSIONS	12,199

Library Programs

Attendance: 10,417

95 Adult Programs

86 Young Adult Programs

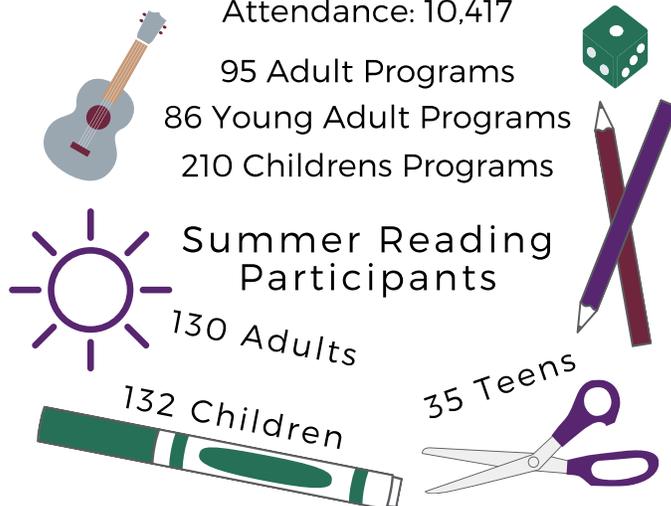
210 Childrens Programs

Summer Reading
Participants

130 Adults

132 Children

35 Teens



6.B. Presentation by Public Works Director on snow removal.



Snow Plowing Procedures

Snow Plowing

Keeping the community mobile is a top priority for the City and we take a serious approach to the problems associated with snow and ice control. Street Department crews are responsible for the snow and ice control on all city streets within the city limits, as well as the Lost Creek Parkway.

During winter storm events, city crews are dispatched to their individual snow routes to begin the task of clearing the streets. A snow and ice control policy has been adopted by the department. Thoroughfares, collector streets, and emergency routes are given first priority, crews then proceed into residential neighborhoods. Depending on the severity of the storm, the department strives to have all streets cleared of snow within 12 to 24 hours of the event.

See the [Snow Plowing/Removal Brochure \(PDF\)](#) for more information.



QUESTIONS AND ANSWERS ABOUT SNOW PLOWING / REMOVAL

What do crews do if there is not enough snow to plow, but the streets are icy?

Pre-treatment of roads begin when conditions warrant. During light snowfalls and/or when streets are icy, street crews will spread a brine mixture on major arterials, downtown, and at intersections with traffic signals and stop signs.

When does snow plowing begin?

When enough snow has accumulated (2-6"), crews will begin to plow the streets. After major streets and avenues have been plowed, work will begin on residential streets.

Which streets are cleared by the City Street Department?

The City Street Division plows snow from all streets within the City Limits of Columbus. It is also their responsibility to remove snow from Highways 30 and 81, and Lost Creek Parkway. These streets are plowed as often as needed to keep them clear.

When will my street be plowed?

Depending on the severity of the snowstorm, residential streets are usually plowed within 24 hours after the storm ends. Of course, it may take longer to clear all city streets in case of a blizzard or equipment failure.

Will my cul-de-sac be plowed?

Cul-de-sacs will be cleared with a front-end loader because other equipment is too large for these areas. Do not park in center of Cul-de-sac where snow is piled.

Should we move our cars from the residential streets?

During residential plowing, it is very helpful if cars are moved into the driveway or a street

that has been cleared.

Upon the removal or moving of snow by the City of Columbus, from streets or avenues and the creation of any windrows, or piles of snow left around or upon a vehicle, said vehicle must be moved within twelve (12) hours (6:00 p.m. to 6:00 a.m.) from the date of the creation of the windrow or pile of snow to a location at least 100' from the nearest windrow located upon the portion of public right-of-way used for vehicular traffic, or to be moved upon privately owned property.

What about my alley?

All residential alleys are cleared last.

What about driveways and sidewalks?

When plowing snow on your street, crews have no place to push the snow except to the curb. This creates the unavoidable problem of already cleared sidewalks and driveways becoming covered with snow. Unfortunately, the City does not have the funds or personnel to clean sidewalks and driveways. The City Street Division asks your cooperation in removing the snow again. We all need to work together to keep our city safe, including clearing sidewalks of snow.

The City Code further states that no person shall deposit, throw, blow, or otherwise dispose of any snow, ice, or hard packed snow on any public property, street, alley, or other public way except for the sidewalks in the downtown area, as defined in the Snow and Ice Control Policy, which snow shall be returned to the curb-line dividing the streets and sidewalks in said designated area.

What about snow removal in the downtown business district?

It is not practical to try to clear the streets of snow during daytime hours due to the amount of traffic and parked vehicles. The snow removal in the business district is usually done the night following the snowstorm. Depending on the time

and amount of snow, the business district is generally windrowed to the center of the streets and avenues, and hauled out. If necessary, parallel parking is only allowed on streets that have been windrowed, until the snow has been removed.

What if my mailbox becomes covered with snow?

Again, because crews have no place to put the snow, curbside mailboxes may become blocked. Since the City does not have the personnel to remove snow from the mailbox area, we ask that you clear the snow from your mailbox to allow the Post Office to deliver your mail.

What is meant by a "snow emergency"?

When the Mayor or Public Works Director declares a snow emergency, it simply means no vehicles may be parked on streets where you see emergency route signs. These routes are posted on the following page. If necessary, the snow emergency may be extended to prohibit or restrict parking on arterial and residential streets. Typically a Snow Emergency is based on wind, ice, and snowfall forecast of 8" or more. Should a snow emergency be declared, notice will be given by radio, television, and, if feasible, in the newspaper.

If I have an emergency, what should I do?

Call the Police Dispatch at 911.

How many lane miles does the City have to plow?

The City of Columbus conducts snow operations on 502 lane miles of streets.

What if I have questions about snow plowing or removal?

If you have questions, you may call the City Public Works Director at 402-562-4260 or the City Street Division at 402-562-4253.

Revised 12/29/20



§ 72.52 SNOW EMERGENCY ROUTES.

- (A) *Definition.* The term ***SNOW EMERGENCY ROUTES***, as used in this subchapter, shall mean those streets established as such in accordance with the provisions of this subchapter.
- ('63 Code, § 9-10-1)
- (B) *Establishment of routes.* The Mayor or Public Works Director is hereby authorized to establish snow emergency routes upon any street or highway of the City and may place appropriate signs, marks, lines, signals or other traffic-control devices indicating the existence of the snow emergency routes. The designation of any street, highway or portion thereof as a snow emergency route shall in no way affect any previous designation of that street or highway as an arterial or other road designation.

§ 92.30 REMOVAL OF SNOW AND ICE REQUIRED.

- (A) (1) It shall be unlawful for the owner or occupant of any lot to permit snow, ice or hard-packed snow to accumulate or remain on the sidewalk contiguous thereto. The sidewalks shall be cleaned within 24 hours after the cessation of any storm or fall of snow.



Emergency Snow Routes for City of Columbus, NE

STREETS	AVENUES
Lost Creek Parkway	54th Avenue
41st Street, 54th Ave to 48th Ave	53rd Avenue
38th Street	51st Avenue, Hwy 81 to 27th St
34th Street, 39th Ave to 33rd Ave	
33rd Street, 51st Ave to 48th Ave	48th Avenue
31st Street, 26th Ave to 18th Ave	41st Avenue, 11th St to Howard Blvd
30th Street, 33rd Ave to 26th Ave	39th Avenue, 27th St to 38th St
28th Street, 26th Ave to 18th Ave	33rd Avenue, 2nd St to 53rd St
27th Street, 48th Ave to 26th Ave	30th Avenue, 8th St to 10th St
27th Street, 7th Ave to 3rd Ave	
26th Street, 26th Ave to Pershing Rd.	26th Avenue
23rd Street HWY 81/30	23rd Avenue
19th Street, 48th Ave to 26th Ave	21st Avenue
17th Street, 33rd Ave to 10th Ave	Pershing Road
	18th Avenue
15th Street, 45th Ave to 10th Ave	12th Avenue
11th Street, 21st Ave to 13th Ave	10th Avenue
10th Street, 30th Ave to 12th Ave	9th Avenue
	8th Avenue, 5th St to 8th St
8th Street, Wagner's to 1st Ave	7th Avenue, 23rd St to 27th St
6th Street, 33rd Ave to 9th Ave	Air-Vista Drive
5th Street, 26th Ave to 24th Ave	5th Avenue, 3rd St to 8th St
4th Street, 24th Ave to 12th Ave	
2nd Street, 12th Ave to 7th Ave	
1st Street, 21st Ave to 12th Ave	
South 5th Street, 7th Ave to 1st Ave	



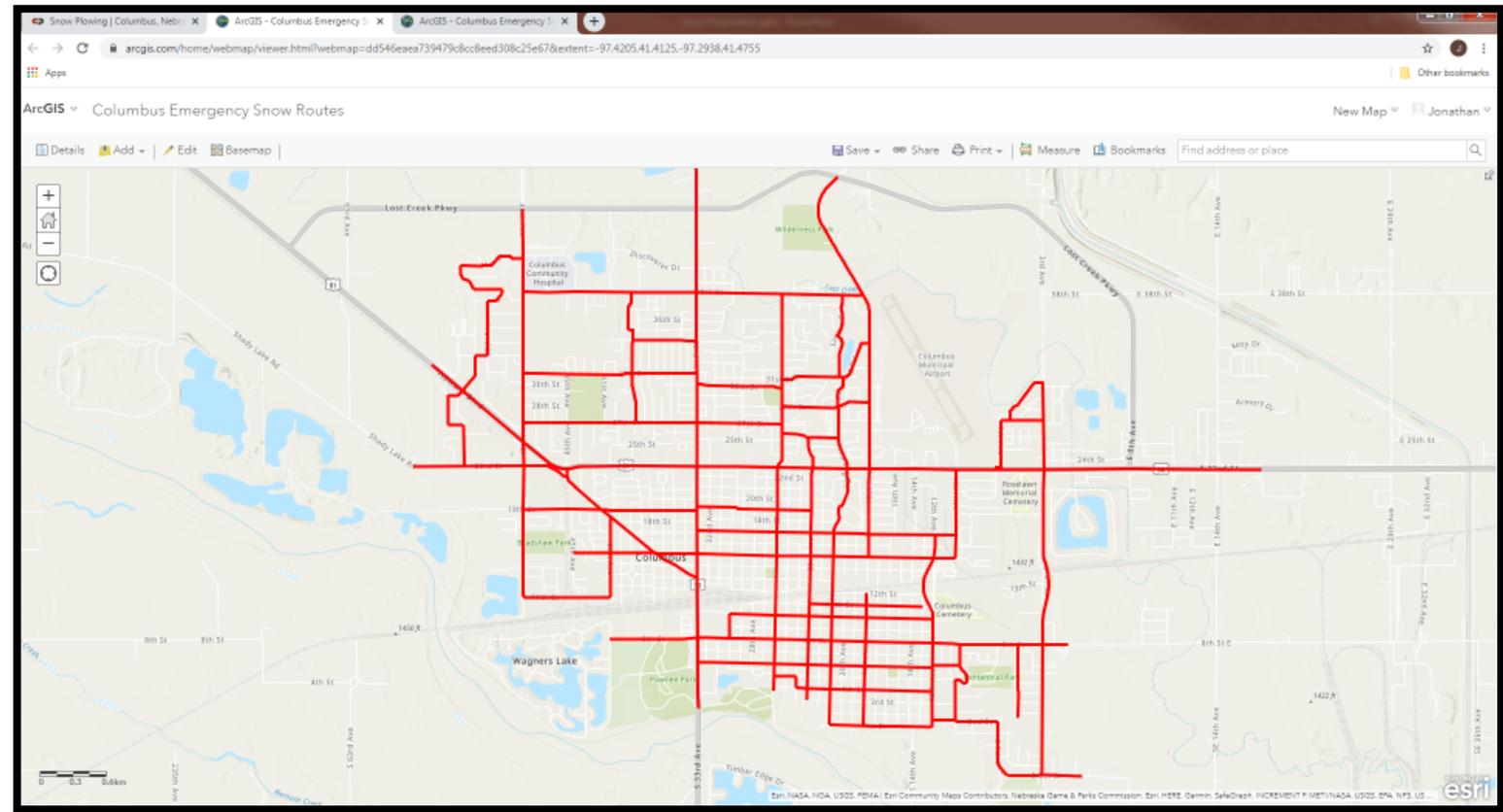
Web Map

- View the interactive online GIS map:

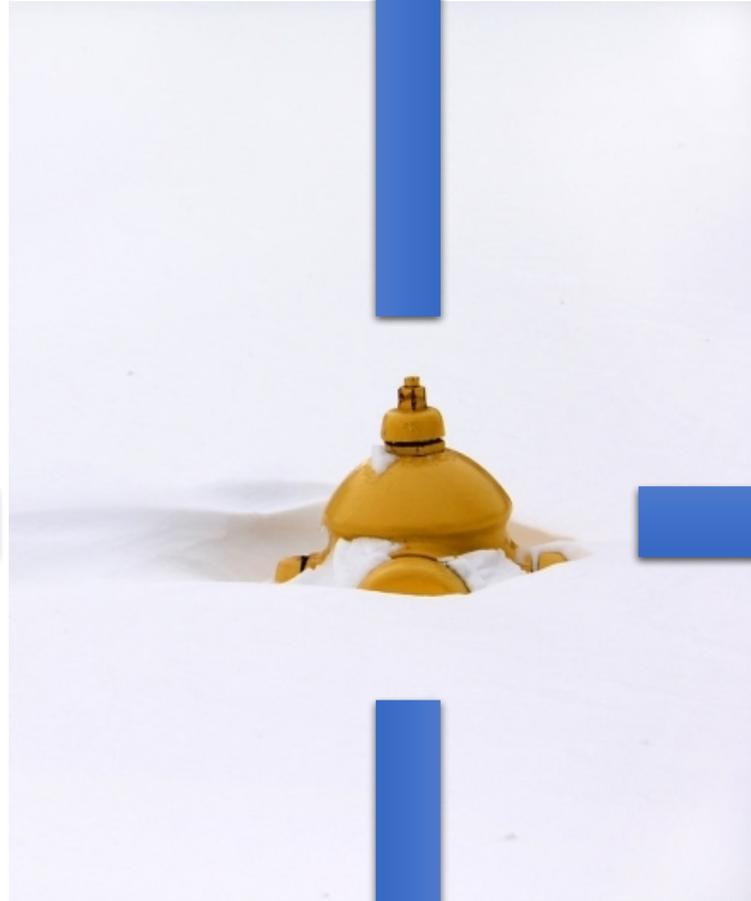
- <https://arcg.is/1nKD44>

- Or access it online at the City of Columbus website.

- Departments > Transportation > Streets > Snow Plowing



3 feet behind hydrant



3 feet

3 feet

Clear snow to the street

7. PUBLIC HEARINGS

- 7.A. Public hearing - consider objections to creation of Street Improvement District No. 185 (East 14 Avenue from 23 Street to north corporate city limits) and Street Improvement District No. 186 (alley between 14 and 15 Streets and 28 and 29 Avenues).

**NOTICE
TO ALL CONCERNED CITIZENS**

The City Council of the City of Columbus, Nebraska, will conduct a public hearing to consider objections received to the creation of Street Improvement District Nos. 185 (East 14 Avenue from 23 Street to north corporate city limits) and 186 (alley between 14 and 15 Streets and 28 and 29 Avenues) within the City of Columbus, Nebraska. The hearing is open to the public and will be held on February 1, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

CITY OF COLUMBUS, NEBRASKA

BY: Janelle Kline
City Clerk

Publish: 01:22:21

Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Objections to Street Improvement District No. 185 - East 14th Avenue from 23rd Street to North Corporate Limits and No.186 – Alley between 14th and 15th Streets and 28th and 29th Avenues

RECOMMENDATION:

I recommend approval of the Resolutions directing city to proceed with creation of Street Improvement Districts Nos. 185 and 186.

DISCUSSION:

SID No. 185:

The SID was created by the City Council in accordance with the City Assessment Policy, it is part of the 1&6 Year Road Plan, and the Pavement Management Program. City Council approval to proceed on post card survey and SID creation on August 19, 2019. Ordinance 20-33 and Notice of Creation was approved on December 21, 2020.

Two objections were received which is 308 out of the total 7,462.83 assessable feet or about 4 percent. Ordinance 20-33 is not repealed by State Statutes.

SID No. 186:

The SID was created by petition from abutting properties with signatures of 308 out of 528 assessable feet, or 58%, requesting district creation which exceeds the minimum amount of 50 percent required in accordance with the City Assessment Policy. City Council approval to proceed on post card survey and SID creation on August 19, 2019. Ordinance 20-34 and Notice of Creation was approved on December 21, 2020.

One objection was received which is 176 assessable feet out of the total 528 assessable feet or about 34 percent. Ordinance 20-34 is not repealed by State Statutes.

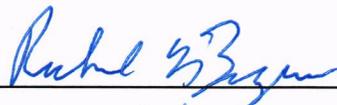
FISCAL IMPACT:

None.

ALTERNATIVE:

None.

SIGNATURE:

By: 

Approved By: 

FILED

JAN 12 2021

**CITY CLERK
COLUMBUS, NEBR.**

January 7, 2021

Janelle Kline, City Clerk
2424 14th Street
Columbus, NE 68601

RE: Ordinance No. 20-33
Creation of Street Improvement Dist. No. 185
East 14th Avenue from 23rd Street to North Corporate Limits
N1/2 Lot 12 Johannes 1st Columbus
David L. Wentz and Eileen J. Wentz

Ms. Kline:

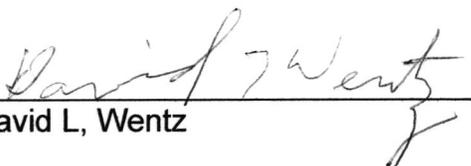
We object to the creation of the above referenced street improvement district for the following reasons:

We have travelled on East 14th for 20+ years with damage to our bodies and our vehicles from the numerous and deep potholes and we are now currently in our 70's and do not feel that improvements at this time would be very beneficial for us.

The cost from last summer's postcard we received for the improvement district has so increased, we don't know what the final cost would be.

Sincerely,

Property Owners



David L. Wentz



Eileen J. Wentz

FILED

January 17th, 2021

JAN 18 2021

City of Columbus
Department of Engineers

**CITY CLERK
COLUMBUS, NEBR.**

To whom it may concern:

We are writing this letter to inform you that we do not agree with the 14th Avenue extension project for many reasons.

One of the reasons is because the expansion is going to cost us a lot of money and last year 2020 was already hard on us and everyone else.

Another reason why we think it shouldn't be expanded is because we strongly believe that we do not need 3 lines since we do not have a school or any other businesses nearby that can cause a lot of traffic.

We do have in mind that the Avenue needs to be replaced but not with three lines, it would be less expensive for everyone.

We also think that we pay enough taxes to pay that amount of money to replace the avenue, we have the army base and the farmers who use this avenue with heavy trucks why not ask for their cooperation as well.

1320 e 28th St.
Columbus NE, 68601

Josafat & Maria Pedroza



01/17/2021



Edward Discoe, MD

Jeffrey Gotschall, MD

Luke Lemke, MD

Craig Pekny, MD

Columbus Medical Center
1454 28th Avenue
Columbus, NE 68601
402-564-2816

January 11, 2021

City of Columbus
2424 14th Street
Columbus, NE 68601

To Whom It May Concern,

The owners of Columbus Medical Center and Columbus Medical Properties protest to the creation of SID No. 186, Ordinance 20-34. We did not sign the petition that instigated this ordinance and do not feel it adds value to our organization, nor do we view it as meaningful improvement to benefit our community.

The nuisance property north of the alley on the east end of the block however does need your attention. Their ongoing use of our private property to park vehicles that also obstruct the alley are an ongoing, unresolved nuisance.

We would like to see this ordinance repealed immediately.

Sincerely,

Dr. Jeffrey Gotschall, Dr. Luke Lemke, Dr. Edward Discoe and Dr. Craig Pekny

FILED

JAN 15 2021

**CITY CLERK
COLUMBUS, NEBR.**

7.A.1. Resolution No. R21-14 directing city to proceed with creation of Street Improvement District No. 185.

RESOLUTION NO. R21- 14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REGARDING OBJECTIONS RECEIVED AND DIRECTING THE CITY TO PROCEED WITH THE CREATION OF STREET IMPROVEMENT DISTRICT NO. 185 (EAST 14 AVENUE FROM 23 STREET TO NORTH CORPORATE CITY LIMITS).

WHEREAS, Street Improvement District No. 185 (East 14 Avenue from 23 Street to north corporate city limits) was created by the passage of Ordinance No. 20-33 and subsequent publishing of the Notice of Creation of Street Improvement District No. 185. Thereafter, the City of Columbus received written objections to the creation of Street Improvement District No. 185. Subsequently, a public hearing was held on February 1, 2021.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the mayor and council, after being advised of the nature of the protests received by the City within the time as allowed by law and finding the same is less than fifty percent (50%) of the taxable front footage of the property within said district, hereby direct the City, its employees, and agents to proceed with the creation of Street Improvement District No. 185 within the corporate limits of the City of Columbus, Nebraska.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.A.2. Resolution No. R21-15 directing city to proceed with creation of Street Improvement District No. 186.

RESOLUTION NO. R21- 15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REGARDING OBJECTIONS RECEIVED AND DIRECTING THE CITY TO PROCEED WITH THE CREATION OF STREET IMPROVEMENT DISTRICT NO. 186 (ALLEY BETWEEN 14 AND 15 STREETS AND 28 AND 29 AVENUES).

WHEREAS, Street Improvement District No. 186 (alley between 14 and 15 Streets and 28 and 29 Avenues) was created by the passage of Ordinance No. 20-34 and subsequent publishing of the Notice of Creation of Street Improvement District No. 186. Thereafter, the City of Columbus received a written objection to the creation of Street Improvement District No. 186. Subsequently, a public hearing was held on February 1, 2021.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the mayor and council, after being advised of the nature of the protest received by the City within the time as allowed by law and finding the same is less than fifty percent (50%) of the taxable front footage of the property within said district, hereby direct the City, its employees, and agents to proceed with the creation of Street Improvement District No. 186 within the corporate limits of the City of Columbus, Nebraska.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.B. Public hearing - authorization of acquisition of various interests in real estate for Lift Station No. 7.

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

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, will conduct a public hearing on February 1, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, concerning the adoption of a resolution authorizing to city to acquire various interests in real estate located in Viaero Subdivision to be used in conjunction with the installation, various tracts of maintenance, and operation of Lift Station 7. Said real property interests to be acquired are as follows:

Fee simple title described as follows:

Beginning at the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly on the south line of said Lot 1, 90.00 feet; thence northerly and parallel with the east line of said Lot 1, 40.00 feet; thence easterly and parallel with the south line of said Lot 1, 56.00 feet; thence northerly and parallel with the east line of said Lot 1, 13.00 feet; thence easterly and parallel with the south line of said Lot 1, 34.00 feet, to said east line of Lot 1; thence southerly on said east line of Lot 1, 53.00 feet, to the point of beginning, containing 4,042 square feet, more or less.

A permanent easement for utility purposes over each of the following described tracts::

- The west 10 feet except the south 10 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska.
- The north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 1,260 square feet, more or less.
- Beginning at the northeast corner of Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence easterly on the north line of Lot 5, Block A, Replat of the Village South Subdivision, a distance of 47.50 feet; thence southerly, parallel with the west line of said Lot 5, a distance of 20.00 feet; thence westerly, and parallel with the north line of said Lot 5, a distance of 47.50 feet, to the west line of said Lot 5; thence northerly, a distance of 20.00 feet, to the point of beginning, said tract of land containing 950 square feet, more or less.
- The north 20 feet of the east 10 feet of Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 200 square feet, more or less.
- The north 20 feet of the south 33 feet of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, containing 2,954 square feet, more or less.

A temporary easement for construction purposes over each of the following described tracts:

- Commencing on the south line 90.0 feet west of the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly, 10 feet to the point of beginning; thence westerly and parallel with said south line of said Lot 1, 100.01 feet to a point 10 foot east of the west line of said Lot 1; thence northerly and parallel with the west line of said Lot 1, 199.92 feet; to the north line of said Lot 1; thence easterly on said north line 10 feet; thence southerly and parallel with the said west line of

Lot 1, 189.92 feet; to a point 20.00 feet north of said south line; thence easterly and parallel with the said south line of Lot 1, 50.00 feet; thence northerly and parallel with the east line of Lot 1, 30.00 feet; thence easterly and parallel with said south line of Lot 1, 96.00 feet; thence southerly and parallel with said east line, 10.00 feet; thence westerly and parallel with said south line, 56.00 feet; thence southerly and parallel with said east line 30.00 feet to the point of beginning, containing 4,660 sq. feet more or less

- The east 32.50 feet of the north 100.00 feet except the north 20 feet of the east 10 feet of Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,050 square feet, more or less.
- The south 50 feet of Lot 6 and the west 29 feet of the south 50 feet of Lot 7, except the north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,820 square feet, more or less.
- Commencing at the northeast corner of Lot 5, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence southerly, on the west line of said Lot 5, a distance of 20.00 feet, to the point of beginning; thence easterly and parallel with the north line of Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet; thence southerly and parallel with the west line of said Lot 5, a distance of 80.00 feet; thence westerly and parallel with the north line of said Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet, to the point on the west line of said Lot 5; thence northerly, a distance of 80.00 feet, to the point of beginning, containing 3,800 square feet, more or less.

At said time and place of said public hearing you may appear and be heard.

Dated this 18 day of January, 2021

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

Publish: 01:21:21
Two Affidavits of Publication

7.B.1. Resolution No. R21-16 authorizing acquisition of interests in various tracts of real property by purchase or eminent domain for Lift Station No. 7.

RESOLUTION NO. 21- 16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AFTER NOTICE AND PUBLIC HEARING THEREON, AUTHORIZING THE ACQUISITION OF VARIOUS INTERESTS IN VARIOUS TRACTS OF REAL PROPERTY, BY PURCHASE OR BY EMINENT DOMAIN, LOCATED IN LOT 1, VIAERO SUBDIVISION TO THE CITY OF COLUMBUS; LOT 1, BLOCK A, BAYER SUBDIVISION TO THE CITY OF COLUMBUS; LOTS 6 AND 7, YOUNES SUBDIVISION TO THE CITY OF COLUMBUS; LOT 5, BLOCK A REPLAT OF THE VILLAGE SOUTH SUBDIVISION TO THE CITY OF COLUMBUS; AND LOT 1, JED BRUNKEN SUBDIVISION TO THE CITY OF COLUMBUS, ALL LOCATED IN PLATTE COUNTY, NEBRASKA.

BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, in action taken in a public meeting after notice and public hearing thereon, that the city acquire by purchase or by eminent domain the following-described interest in the following-described real estate, to-wit:

**PROPERTY TO BE PURCHASED 'A'
LIFT STATION #7**

Fee simple title to a tract located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly on the south line of said Lot 1, 90.00 feet; thence northerly and parallel with the east line of said Lot 1, 40.00 feet; thence easterly and parallel with the south line of said Lot 1, 56.00 feet; thence northerly and parallel with the east line of said Lot 1, 13.00 feet; thence easterly and parallel with the south line of said Lot 1, 34.00 feet, to said east line of Lot 1; thence southerly on said east line of Lot 1, 53.00 feet, to the point of beginning, containing 4,042 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT 'B'

A temporary easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing on the south line 90.0 feet west of the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly, 10 feet to the point of beginning; thence westerly and parallel with said south line of said Lot 1, 100.01 feet to a point 10 foot east of the west line of said Lot 1; thence northerly and parallel with the west line of said Lot 1, 199.92 feet; to the north line of said Lot 1; thence easterly on said north line 10 feet; thence southerly and parallel with the said west line of Lot 1, 189.92 feet; to a point 20.00 feet north of said south line; thence easterly and parallel with the said south line of Lot 1, 50.00 feet; thence northerly and parallel with the

east line of Lot 1, 30.00 feet; thence easterly and parallel with said south line of Lot 1, 96.00 feet; thence southerly and parallel with said east line, 10.00 feet; thence westerly and parallel with said south line, 56.00 feet; thence southerly and parallel with said east line 30.00 feet to the point of beginning, containing 4,660 sq. feet more or less.

TEMPORARY CONSTRUCTION EASEMENT 'C'

A temporary easement for construction purposes located in Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The east 32.50 feet of the north 100.00 feet except the north 20 feet of the east 10 feet of Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,050 square feet, more or less.

PERMANENT EASEMENT 'D'

A permanent easement for utility purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The west 10 feet except the south 10 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska.

PERMANENT EASEMENT 'E'

A permanent easement for utility purposes located in part of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 1,260 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT 'F'

A temporary easement for construction purposes located in part of Lot 6 and 7, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The south 50 feet of Lot 6 and the west 29 feet of the south 50 feet of Lot 7, except the north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,820 square feet, more or less.

PERMANENT EASEMENT 'G'

A permanent easement for utility purposes located in Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence easterly on the north line of Lot 5, Block A, Replat of the Village South Subdivision, a distance of 47.50 feet; thence southerly, parallel with the west line of said Lot 5, a distance of 20.00 feet; thence westerly, and parallel with the north line of said Lot 5, a distance of 47.50 feet, to the west line of said Lot 5; thence northerly, a distance of 20.00 feet, to the point of beginning, said tract of land containing 950 square feet, more or less.

TEMPORARY EASEMENT 'H'

A temporary easement for construction purposes located in Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 5, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence southerly, on the west line of said Lot 5, a distance of 20.00 feet, to the point of beginning; thence easterly and parallel with the north line of Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet; thence southerly and parallel with the west line of said Lot 5, a distance of 80.00 feet; thence westerly and parallel with the north line of said Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet, to the point on the west line of said Lot 5; thence northerly, a distance of 80.00 feet, to the point of beginning, containing 3,800 square feet, more or less.

PERMANENT EASEMENT 'I'

A permanent easement for utility purposes located in Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the east 10 feet of Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 200 square feet, more or less.

PERMANENT EASEMENT 'J'

A permanent easement for utility purposes located in part of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, containing 2,954 square feet, more or less.

The city is hereby authorized to proceed with negotiations for the acquisition of the above-described property or easements therein or in lieu thereof or upon the failure of such negotiations the city attorney is authorized and directed to commence eminent domain proceedings with respect to said real estate and the interests described above.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E.
TO: Tara Vasicek, City Administrator
RE: Lift Station No. 7 Authorization of Acquisition of Real Property Interests

RECOMMENDATION:

I recommend approval of the Resolution to provide authorization of acquisition of real property interests for the above-referenced project. The authorization can occur following a public hearing by the City Council in accordance with Section 18-1755 of the Nebraska Statutes.

DISCUSSION:

The project includes the need for permanent property acquisitions, permanent easements, and temporary easements to allow for construction of Lift Station No. 7. The property acquisitions are described in the Notice of Hearing and the Resolution. The hearing is required to allow the public to present information relative to the acquisitions.

FISCAL IMPACT:

None as part of this recommendation

ALTERNATIVE:

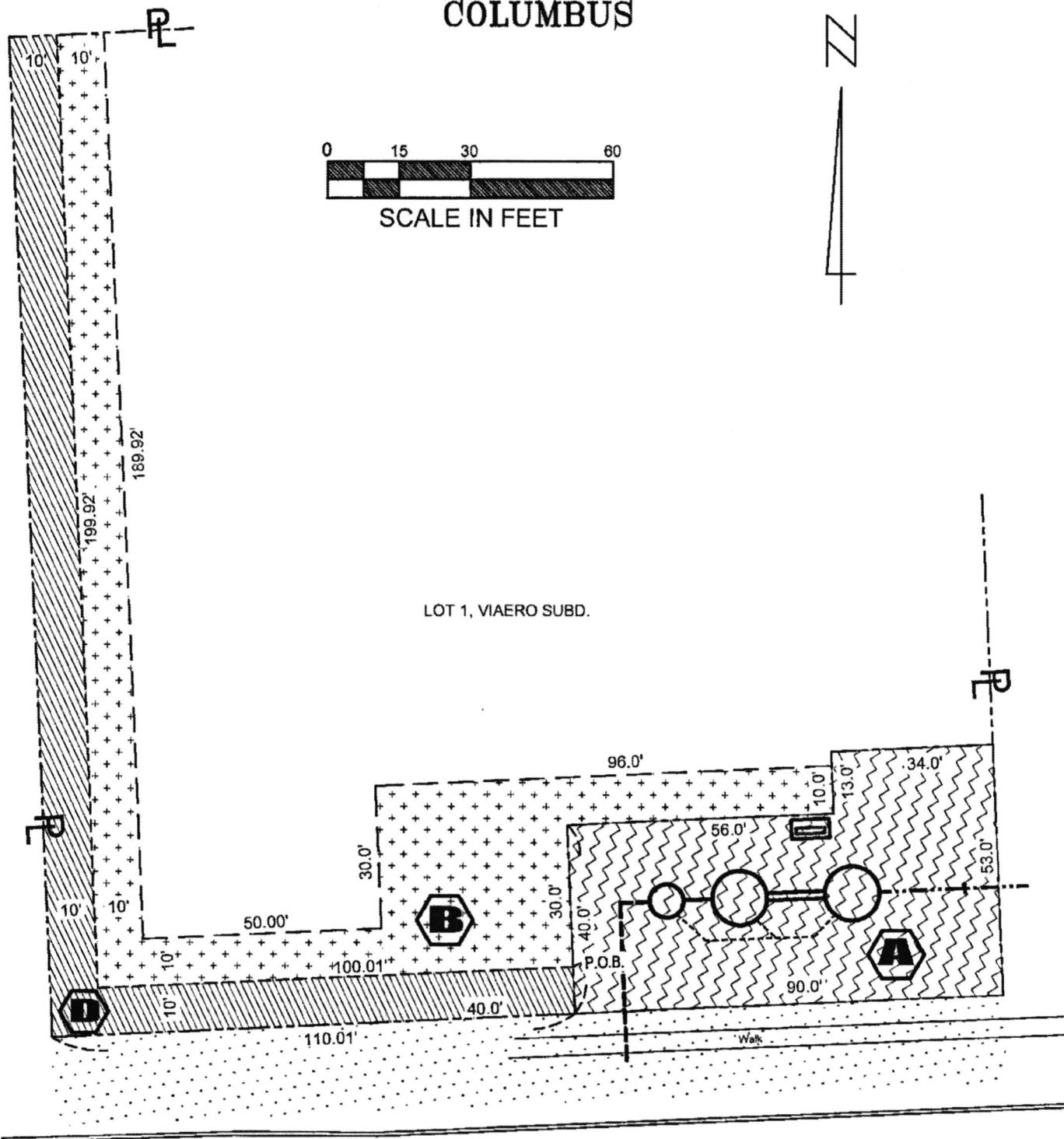
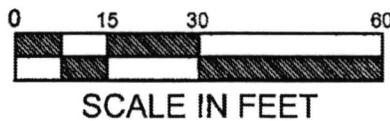
Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

COLUMBUS



LOT 1, VIAERO SUBD.

U.S. HIGHWAY #30 / 23rd STREET

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

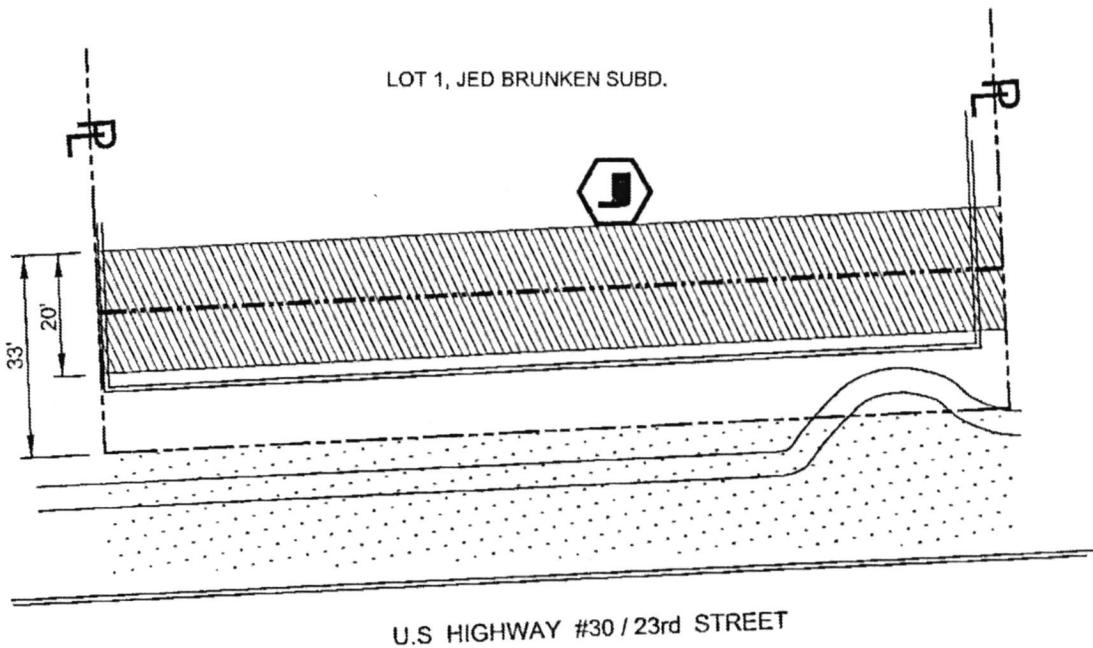
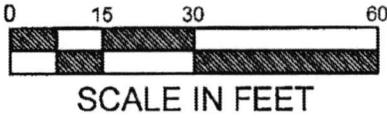
IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

PERMANENT EASEMENT FOR UTILITY PURPOSES

TEMPORARY EASEMENT FOR UTILITY CONSTRUCTION PURPOSES

COLUMBUS

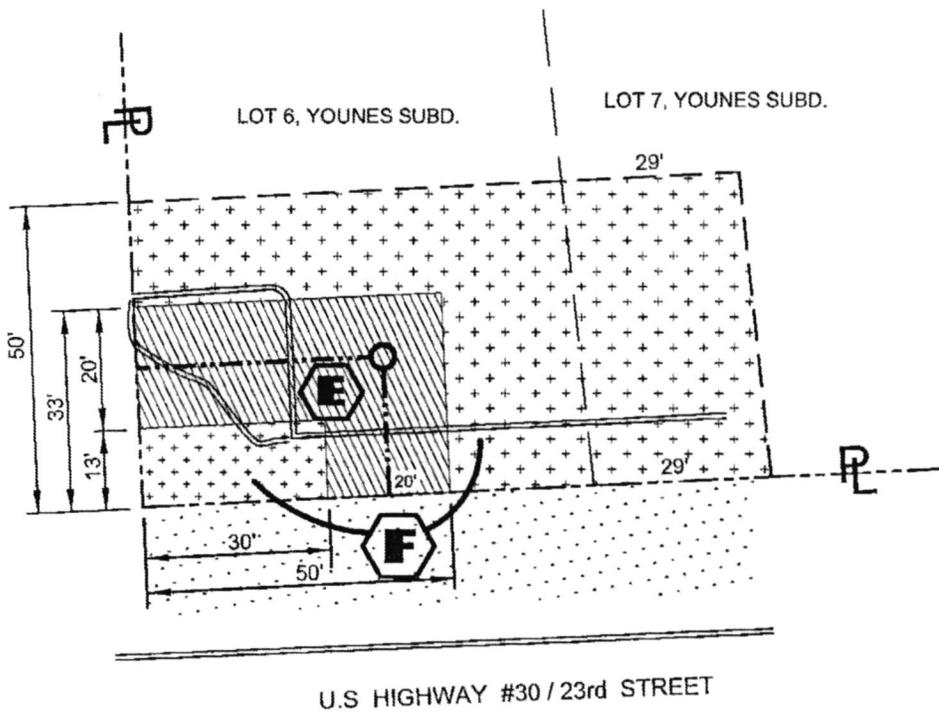
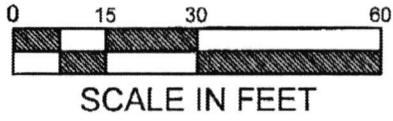


TRACT NO. 2
AUTO ONE INC.

IN LOT 1, JED BRUNKEN SUBDIVISION

PERMANENT EASEMENT FOR SANITARY SEWER LINE

COLUMBUS



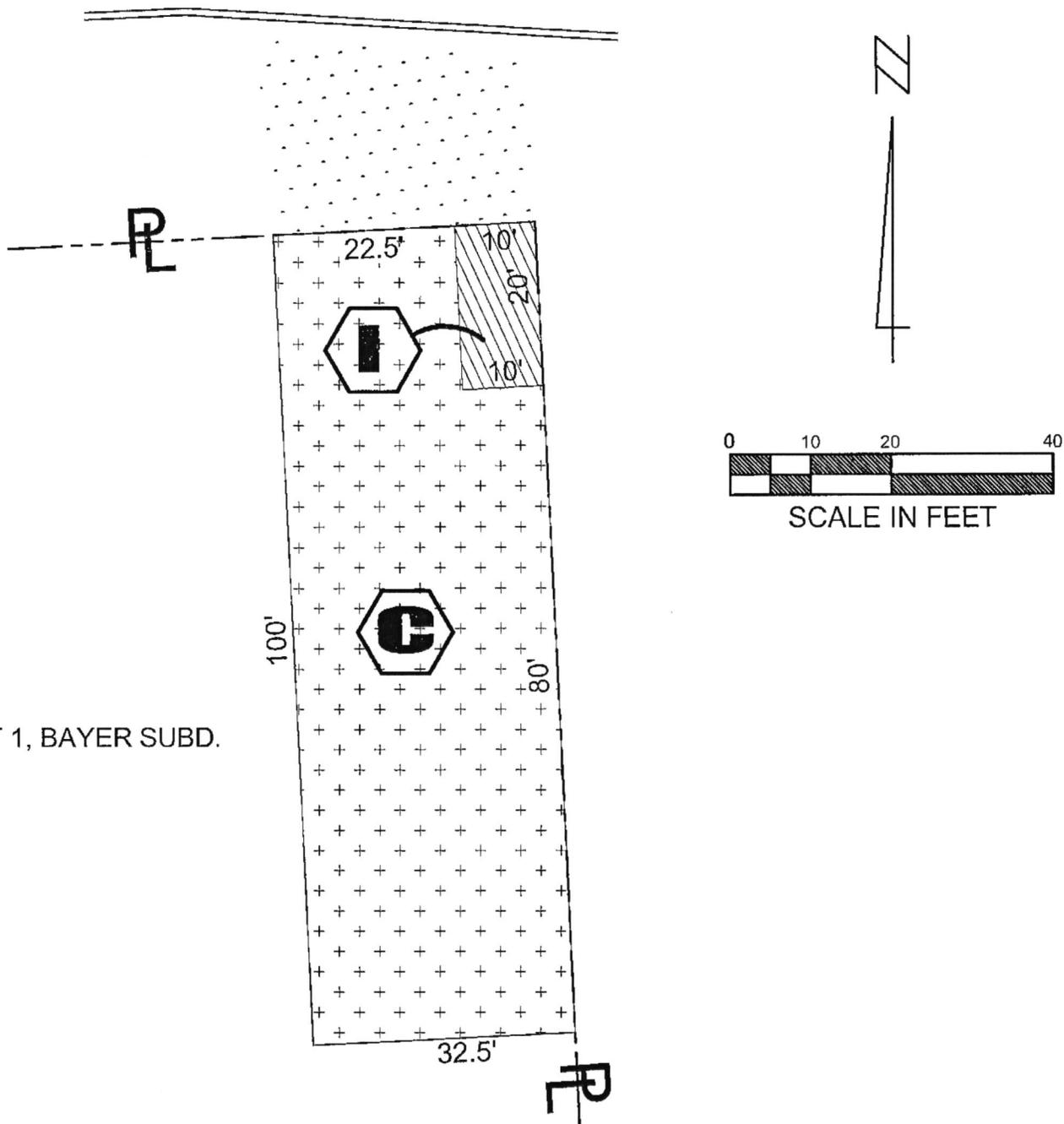
TRACT NO. 3
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

COLUMBUS

U.S HIGHWAY #30 / 23rd STREET



LOT 1, BAYER SUBD.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

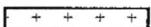
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 1 of 3

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

SCALE 1" = 20'

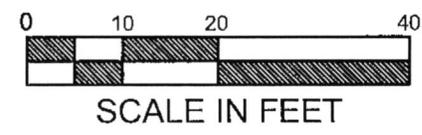
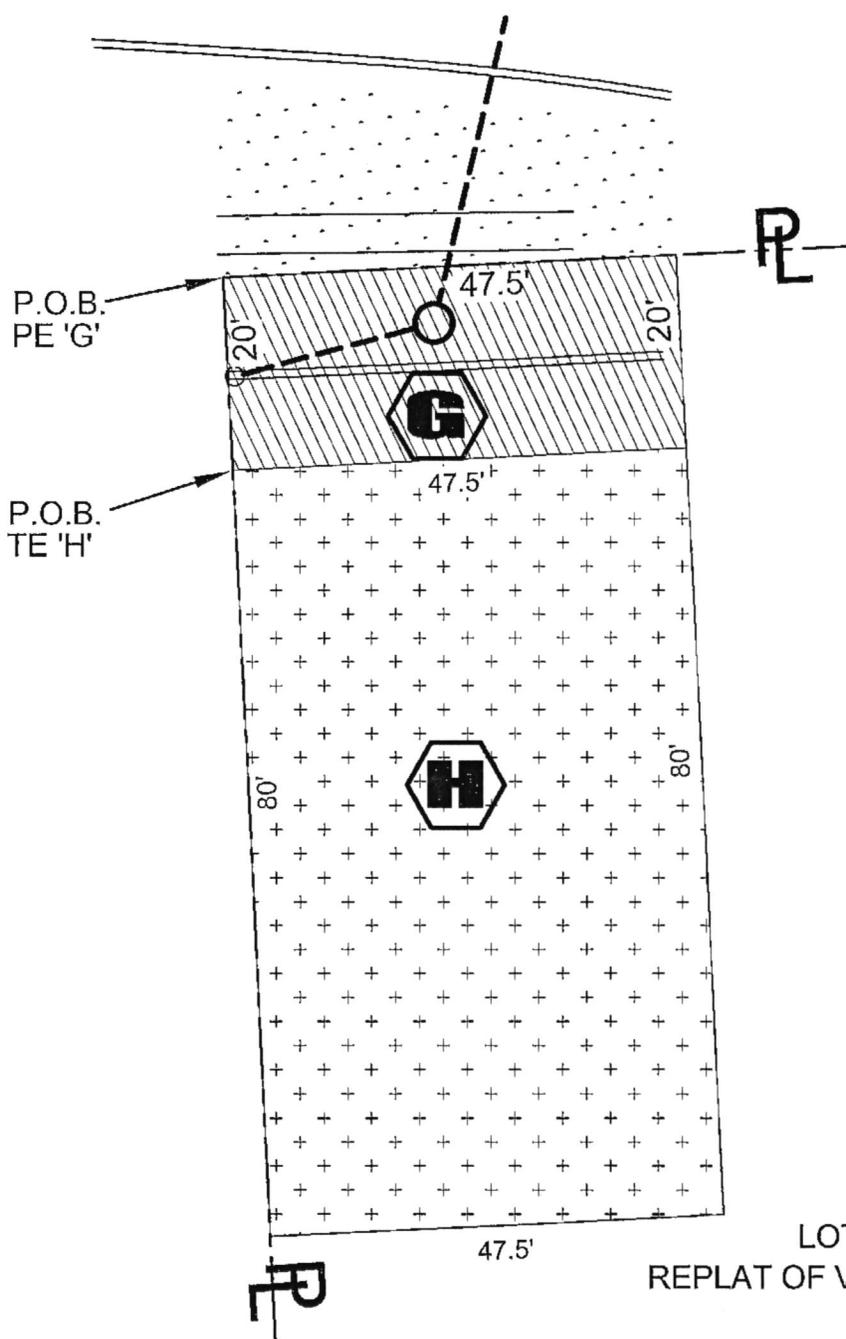
PREV. R.O.W.		
NEW R.O.W.		
TEMP. EASE.		3050 SQ FT±
PERM. EASE.		200 SQ FT±

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

U.S. HIGHWAY #30 / 23rd STREET



LOT 5, BLK. 'A'
REPLAT OF VILLAGE SOUTH SUBD.

TRACT NO. 5
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

IN LOT 5, BLOCK A, REPLAT OF THE VILLAGE SOUTH SUBDIVISION

PERMANENT EASEMENT FOR SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 1 of 3

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

TRACT NO. 5

SCALE 1" = 20'

PREV. R.O.W.		
NEW R.O.W.		
TEMP. EASE.		3800 SQ FT±
PERM. EASE.		950 SQ FT±

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

NEW TAKING

PROPERTY TO BE PURCHASED - 'A'

Located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly on the south line of said Lot 1, 90.00 feet; thence northerly and parallel with the east line of said Lot 1, 40.00 feet; thence easterly and parallel with the south line of said Lot 1, 56.00 feet; thence northerly and parallel with the east line of said Lot 1, 13.00 feet; thence easterly and parallel with the south line of said Lot 1, 34.00 feet, to said east line of Lot 1; thence southerly on said east line of Lot 1, 53.00 feet, to the point of beginning, containing 4,042 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

COLUMBUS

TEMPORARY CONSTRUCTION EASEMENT 'B'

A temporary easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing on the south line 90.0 feet west of the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly, 10 feet to the point of beginning; thence westerly and parallel with said south line of said Lot 1, 100.01 feet to a point 10 foot east of the west line of said Lot 1; thence northerly and parallel with the west line of said Lot 1, 199.92 feet, to the north line of said Lot 1; thence easterly on said north line 10 feet; thence southerly and parallel with the said west line of Lot 1, 189.92 feet, to a point 20.00 feet north of said south line; thence easterly and parallel with the said south line of Lot 1, 50.00 feet; thence northerly and parallel with the east line of Lot 1, 30.00 feet; thence easterly and parallel with said south line of Lot 1, 96.00 feet; thence southerly and parallel with said east line, 10.00 feet; thence westerly and parallel with said south line, 56.00 feet; thence southerly and parallel with said east line 30.00 feet to the point of beginning, containing 4,660 sq. feet more or less

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

COLUMBUS

TEMPORARY CONSTRUCTION EASEMENT 'C'

A temporary easement for construction purposes located in Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The east 32.50 feet of the north 100.00 feet except the north 20 feet of the east 10 feet of Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,050 square feet, more or less.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 2 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

PERMANENT CONSTRUCTION EASEMENT 'D'

A permanent easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The west 10 feet except the south 10 feet of the west 10 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska

AND

The south 10 feet of the west 110.06 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,100 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

COLUMBUS

PERMANENT EASEMENT 'E'

A permanent easement for utility purposes located in part of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 1,260 square feet, more or less.

TRACT NO. 3
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

COLUMBUS

TEMPORARY CONSTRUCTION EASEMENT 'F'

A temporary easement for construction purposes located in part of Lot 6 and 7, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The south 50 feet of Lot 6 and the west 29 feet of the south 50 feet of Lot 7, except the north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,820 square feet, more or less.

TRACT NO. 3
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

COLUMBUS

PERMANENT EASEMENT 'G'

A permanent easement for utility purposes located in Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence easterly on the north line of Lot 5, Block A, Replat of the Village South Subdivision, a distance of 47.50 feet; thence southerly, parallel with the west line of said Lot 5, a distance of 20.00 feet; thence westerly, and parallel with the north line of said Lot 5, a distance of 47.50 feet, to the west line of said Lot 5; thence northerly, a distance of 20.00 feet, to the point of beginning, said tract of land containing 950 square feet, more or less.

TRACT NO. 5
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

IN LOT 5, BLOCK A, REPLAT OF THE VILLAGE SOUTH SUBDIVISION

PERMANENT EASEMENT FOR SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 2 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

TRACT NO. 5

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

TEMPORARY EASEMENT 'H'

A temporary easement for construction purposes located in Lot 5, Block A, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of Lot 5, Replat of the Village South Subdivision to the City of Columbus, Platte County, Nebraska; thence southerly, on the west line of said Lot 5, a distance of 20.00 feet, to the point of beginning; thence easterly and parallel with the north line of Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet; thence southerly and parallel with the west line of said Lot 5, a distance of 80.00 feet; thence westerly and parallel with the north line of said Lot 5, Replat of the Village South Subdivision, a distance of 47.5 feet, to the point on the west line of said Lot 5; thence northerly, a distance of 80.00 feet, to the point of beginning, containing 3,800 square feet, more or less.

TRACT NO. 5
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

IN LOT 5, BLOCK A, REPLAT OF THE VILLAGE SOUTH SUBDIVISION

PERMANENT EASEMENT FOR SEWER LINE AND MANHOLE
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 3 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
SAPP BROTHERS REAL ESTATE INVESTMENT CO. L.L.C.
% ALLEN MARSH

TRACT NO. 5

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

PERMANENT EASEMENT 'I'

A permanent easement for utility purposes located in Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the east 10 feet of Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 200 square feet, more or less.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 3 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

PERMANENT EASEMENT 'J'

A permanent easement for utility purposes located in part of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, containing 2,954 square feet, more or less.

TRACT NO. 2
AUTO ONE INC.

IN LOT 1, JED BRUNKEN SUBDIVISION

PERMANENT EASEMENT FOR SANITARY SEWER LINE

7.B.2. Resolution No. R21-17 approving purchase agreement with Mountain Tower & Land, LLC for real property for Lift Station No. 7.

RESOLUTION NO. R21- 17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT AND APPROVE THE PURCHASE AGREEMENT WITH MOUNTAIN TOWER AND LAND, LLC WITH RESPECT TO THE ACQUISITION OF A TRACT OF LAND LOCATED IN LOT 1, VIAERO SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AS WELL AS ACQUISITION OF A PERMANENT AND TEMPORARY EASEMENT ALSO LOCATED IN LOT 1, VIAERO SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, THE SAME BEING IN CONJUNCTION WITH THE SANITARY SEWER LIFT STATION NO. 7 PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement signed by the property owner, Mountain Tower and Land, LLC, a Colorado limited liability company, on January 20, 2021, with the City of Columbus, be and hereby is approved and accepted by the City of Columbus and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska, and the city treasurer is hereby authorized and directed to pay to Mountain Tower and Land, LLC the sum of \$38,400 for the acquisition of land; the sum of \$14,730 for a permanent easement; and the sum of \$4,430 for a temporary easement, all located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, and more particularly described in said purchase agreement attached hereto as Exhibit "A" and incorporated herein by reference. Said acquisitions are in conjunction with the Sanitary Sewer Lift Station No. 7 Project.

INTRODUCED BY COUNCIL MEMBER _____.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lift Station No. 7 Property Acquisition and Easements

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the Lift Station No. 7 project.

Mountain Tower & Land LLC – Property Acquisition, Permanent Easement, and Temporary Easement

DISCUSSION:

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, for the construction of Lift Station No. 7. Midwest Right-of-Way has been retained by the City to obtain these acquisitions.

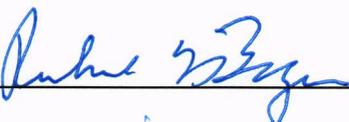
FISCAL IMPACT:

Property Acquisition: \$38,400; Permanent Easement: \$14,730; Temporary Easement: \$4,430 for a total of \$57,560. Part of CIP 20-92 in the amount of \$600,000.

ALTERNATIVE:

None

SIGNATURE:

By: 

Approved By: 

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

PURCHASE AGREEMENT

Copies to:
1. BUYER
2. OWNER

MROW Number: 000543
Project Name: Sanitary Sewer Lift Station Number 7
Project Number: 211.829
Control Number: N/A
Tract Number: 1

THIS CONTRACT, made and entered into this 20th day of January, 2021,
by and between, MOUNTAIN TOWER & LAND, LLC, a Colorado Limited Liability Company
Address: 1224 W Platte Avenue, Fort Morgan, Colorado 80701
hereinafter called the OWNER, and the CITY OF COLUMBUS, NEBRASKA, hereinafter called the
BUYER.

WITNESSETH: In consideration of the payment or payments as specified in attached exhibits:

RIGHT OF WAY

the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED RIGHT OF WAY EXHIBIT

PERMANENT EASEMENT

the OWNER hereby agrees to execute to the BUYER, a Permanent Easement which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED PERMANENT EASEMENT EXHIBIT

TEMPORARY EASEMENT

the OWNER hereby grants to the BUYER, a Temporary Easement which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

The BUYER agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

RIGHT OF WAY			
Approximately	<u>4,042</u>	SF at <u>\$ 9.50</u> per SF x 100%	<u>\$ 38,400.00 @</u>
PERMANENT EASEMENT			
Approximately	<u>3,100</u>	SF at <u>\$ 9.50</u> per SF x 50%	<u>\$ 14,730.00 @</u>
TEMPORARY EASEMENT			
Approximately	<u>4,660</u>	SF at <u>\$ 9.50</u> per SF x 10%	<u>\$ 4,430.00 @</u>
FENCING:			<u>\$</u>
LANDSCAPING:			<u>\$</u>
OTHER:			<u>\$</u>
			<u>\$</u>
TOTAL			<u>\$ 57,560.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of BUYER property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

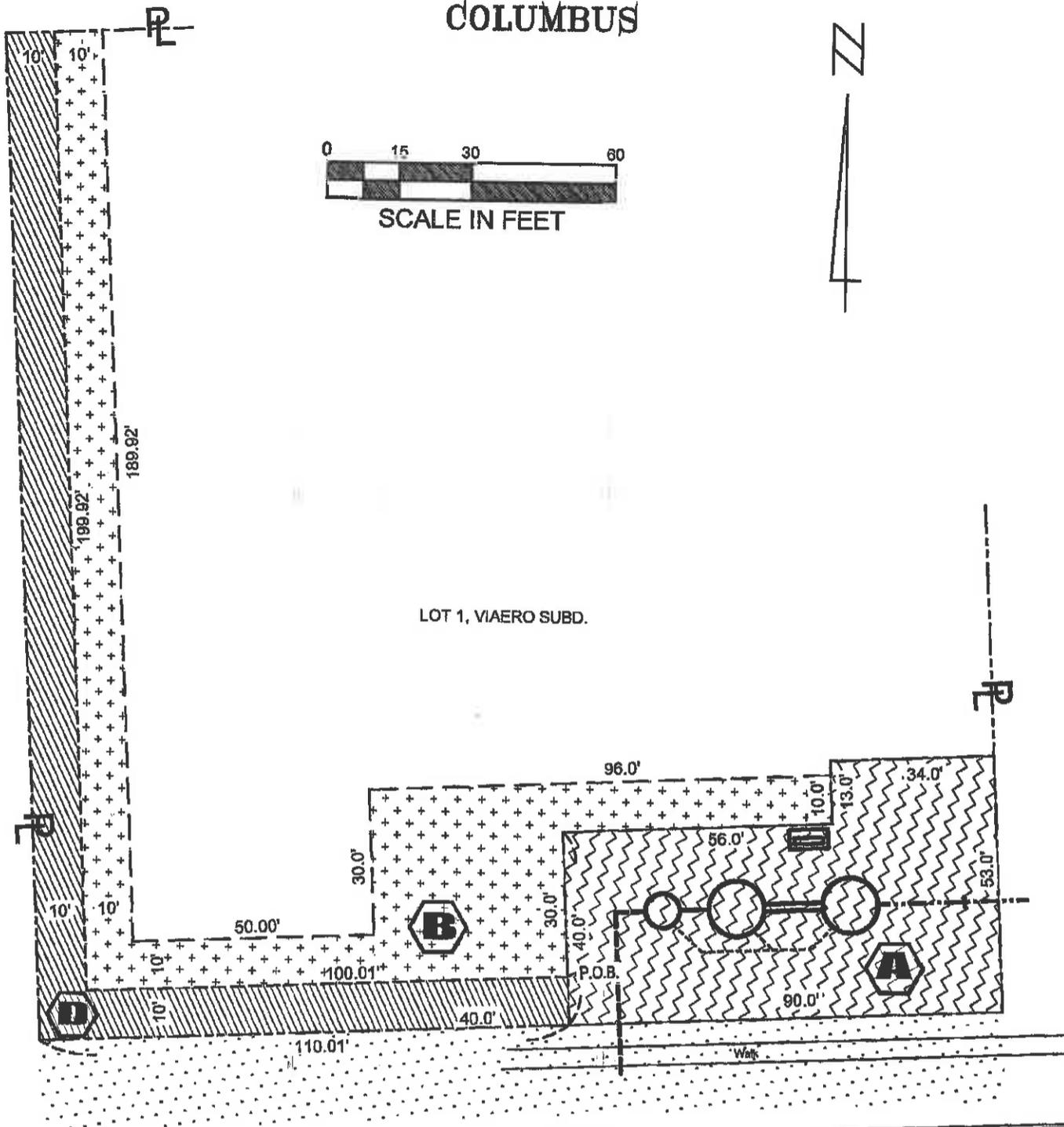
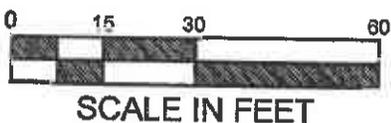
Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

COLUMBUS



U.S. HIGHWAY #30 / 23rd STREET

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

PERMANENT EASEMENT FOR UTILITY PURPOSES

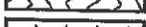
TEMPORARY EASEMENT FOR UTILITY CONSTRUCTION PURPOSES

Sheet 1 of 4

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.

TRACT NO. 1

SCALE 1" = 30'

PREV. R.O.W.		
NEW R.O.W.		4042 SQ FT±
TEMP. EASE.		4660 SQ FT±
PERM. EASE.		3100 SQ FT±

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

**RIGHT of WAY
EXHIBIT**

COLUMBUS

NEW TAKING

PROPERTY TO BE PURCHASED - 'A'

Located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly on the south line of said Lot 1, 90.00 feet; thence northerly and parallel with the east line of said Lot 1, 40.00 feet; thence easterly and parallel with the south line of said Lot 1, 56.00 feet; thence northerly and parallel with the east line of said Lot 1, 13.00 feet; thence easterly and parallel with the south line of said Lot 1, 34.00 feet, to said east line of Lot 1; thence southerly on said east line of Lot 1, 53.00 feet, to the point of beginning, containing 4,042 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

Sheet 2 of 4

**RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.**

TRACT NO. 1

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

PERMANENT EASEMENT
EXHIBIT

COLUMBUS

PERMANENT CONSTRUCTION EASEMENT 'D'

A permanent easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The west 10 feet except the south 10 feet of the west 10 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska

AND

The south 10 feet of the west 110.06 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,100 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

Sheet 3 of 4

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.

TRACT NO. 1

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

TEMPORARY EASEMENT
EXHIBIT

COLUMBUS

TEMPORARY CONSTRUCTION EASEMENT 'B'

A temporary easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing on the south line 90.0 feet west of the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly, 10 feet to the point of beginning; thence westerly and parallel with said south line of said Lot 1, 100.01 feet to a point 10 foot east of the west line of said Lot 1; thence northerly and parallel with the west line of said Lot 1, 199.92 feet, to the north line of said Lot 1; thence easterly on said north line 10 feet; thence southerly and parallel with the said west line of Lot 1, 189.92 feet, to a point 20.00 feet north of said south line; thence easterly and parallel with the said south line of Lot 1, 50.00 feet; thence northerly and parallel with the east line of Lot 1, 30.00 feet; thence easterly and parallel with said south line of Lot 1, 96.00 feet; thence southerly and parallel with said east line, 10.00 feet; thence westerly and parallel with said south line, 56.00 feet; thence southerly and parallel with said east line 30.00 feet to the point of beginning, containing 4,660 sq. feet more or less

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

Sheet 4 of 4

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.

TRACT NO. 1

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY --
COMPUTED BY L.D.B.

211.855

**RIGHT of WAY
EXHIBIT**

COLUMBUS

NEW TAKING

PROPERTY TO BE PURCHASED - 'A'

Located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly on the south line of said Lot 1, 90.00 feet; thence northerly and parallel with the east line of said Lot 1, 40.00 feet; thence easterly and parallel with the south line of said Lot 1, 56.00 feet; thence northerly and parallel with the east line of said Lot 1, 13.00 feet; thence easterly and parallel with the south line of said Lot 1, 34.00 feet, to said east line of Lot 1; thence southerly on said east line of Lot 1, 53.00 feet, to the point of beginning, containing 4,042 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

Sheet 2 of 4

**RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.**

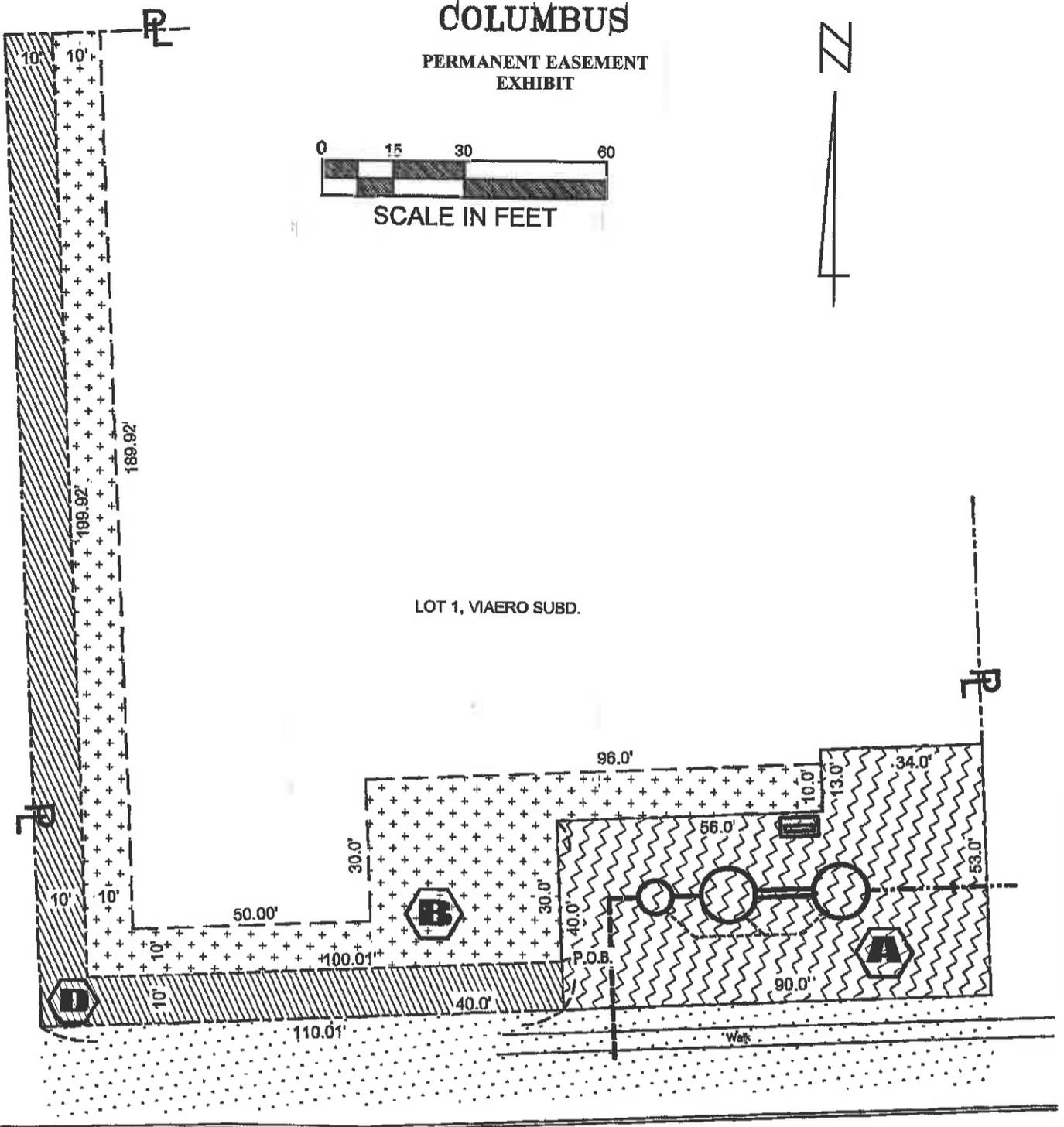
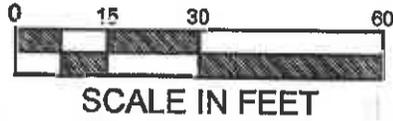
TRACT NO. 1

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY --
COMPUTED BY L.D.B.

211.855

COLUMBUS

PERMANENT EASEMENT EXHIBIT



U.S. HIGHWAY #30 / 23rd STREET

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

PERMANENT EASEMENT FOR UTILITY PURPOSES

TEMPORARY EASEMENT FOR UTILITY CONSTRUCTION PURPOSES

Sheet 1 of 2

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.

TRACT NO. 1

SCALE 1" = 30'

PREV. R.O.W.		
NEW R.O.W.		4042 SQ FT±
TEMP. EASE.		4660 SQ FT±
PERM. EASE.		3100 SQ FT±

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY —
COMPUTED BY L.D.B.

211.855

PERMANENT EASEMENT
EXHIBIT

COLUMBUS

PERMANENT CONSTRUCTION EASEMENT 'D'

A permanent easement for construction purposes located in Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The west 10 feet except the south 10 feet of the west 10 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska

AND

The south 10 feet of the west 110.06 feet of Lot 1, Viaero Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,100 square feet, more or less.

TRACT NO. 1
MOUNTAIN TOWER AND LAND L.L.C.

IN LOT 1, VIAERO SUBDIVISION

NEW TAKING FOR LIFT STATION AND TEMP. EASEMENT FOR LIFT STATION CONSTRUCTION

Sheet 1 of 1

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
MOUNTAIN TOWER AND LAND L.L.C.

TRACT NO. 1

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

7.B.3. Resolution No. R21-18 approving purchase agreement with H Properties of Columbus, LLC for real property for Lift Station No. 7.

RESOLUTION NO. R21- 18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT AND APPROVE THE PURCHASE AGREEMENT WITH H PROPERTIES OF COLUMBUS, LLC WITH RESPECT TO THE ACQUISITION OF A PERMANENT EASEMENT AND TEMPORARY EASEMENT ON A TRACT OF LAND LOCATED IN LOT 1, BLOCK A, BAYER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, THE SAME BEING IN CONJUNCTION WITH THE SANITARY SEWER LIFT STATION NO. 7 PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement signed by the property owner, H Properties of Columbus, LLC, on December 22, 2020, with the City of Columbus, be and hereby is approved and accepted by the City of Columbus and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska, and the city treasurer is hereby authorized and directed to pay to H Properties of Columbus, LLC the sum of \$650 for a permanent easement and \$1,990 for a temporary easement, said easements being located in Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, and more particularly described in said purchase agreement attached hereto as Exhibit "A" and incorporated herein by reference. Said acquisitions are in conjunction with the Sanitary Sewer Lift Station No. 7 Project.

INTRODUCED BY COUNCIL MEMBER _____.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lift Station No. 7 Property Acquisition and Easements

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the Lift Station No. 7 project.

H Properties of Columbus LLC – Permanent Easement

DISCUSSION:

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, for the construction of Lift Station No. 7. Midwest Right-of-Way has been retained by the City to obtain these acquisitions.

FISCAL IMPACT:

Permanent Easement: \$2,640. Part of CIP 20-92 in the amount of \$600,000.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

PURCHASE AGREEMENT

Copies to:
1. BUYER
2. OWNER

MROW Number: 000543
Project Name: Sanitary Sewer Lift Station Number 7
Project Number: 211.829
Control Number: N/A
Tract Number: 4

THIS CONTRACT, made and entered into this 22nd day of December, 2020,
by and between, H PROPERTIES of COLUMBUS, LLC
Address: 750 North Clamar Avenue, Fremont, Nebraska 68025
hereinafter called the OWNER, and the CITY OF COLUMBUS, NEBRASKA, hereinafter called the
BUYER.

WITNESSETH: In consideration of the payment or payments as specified in attached exhibits:

PERMANENT EASEMENT

the OWNER hereby agrees to execute to the BUYER, a Permanent Easement which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED PERMANENT EASEMENT EXHIBIT

TEMPORARY EASEMENT

the OWNER hereby grants to the BUYER, a Temporary Easement which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

The BUYER agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

PERMANENT EASEMENT			
Approximately	<u>200</u>	SF at <u>\$ 6.50</u> per SF x 50%	<u>\$ 650.00</u>
TEMPORARY EASEMENT			
Approximately	<u>3,050</u>	SF at <u>\$ 6.50</u> per SF x 10%	<u>\$ 1,990.00</u> ®
FENCING:			<u>\$</u>
LANDSCAPING:			<u>\$</u>
OTHER:			<u>\$</u>
			<u>\$</u>
TOTAL			<u>\$ 2,640.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of BUYER property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case

shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

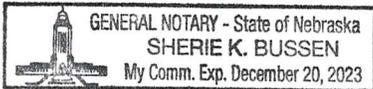
OWNER: H PROPERTIES of COLUMBUS, LLC

[Signature]
By Managing Member

STATE OF NE)
COUNTY OF Dodge) ss.

Dated this 22 day of December, 2020, before me, a General Notary Public duly commissioned and qualified, came Sam Heineman Managing Member of **H PROPERTIES of COLUMBUS, LLC**, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.
(SEAL)



[Signature: Sherie K. Bussen]
NOTARY PUBLIC

BUYER: CITY OF COLUMBUS, NEBRASKA

BY: _____

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss

Dated this _____ day of _____, 20____, before me, a General Notary Public, duly commissioned and qualified, personally came _____

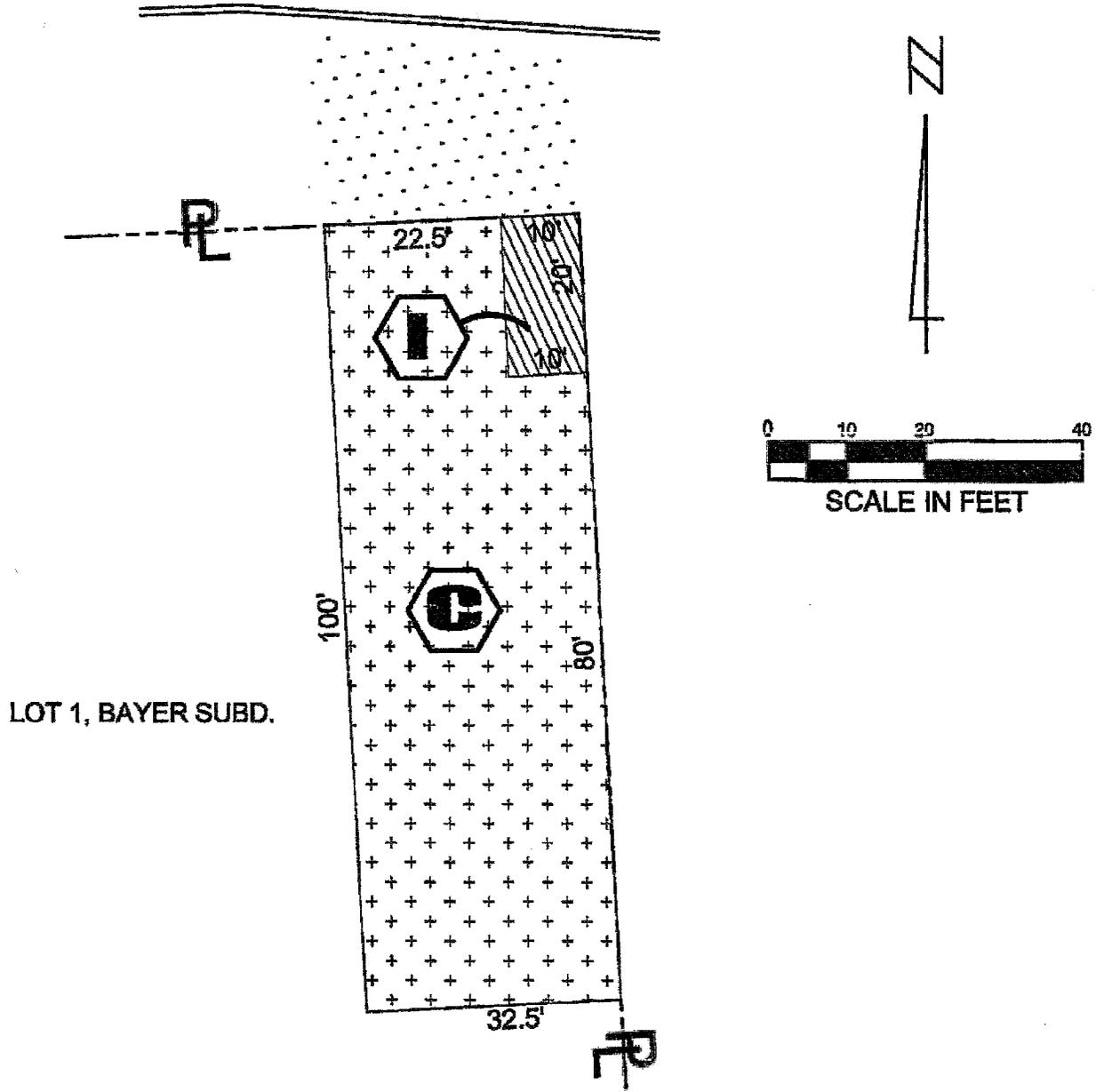
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)

NOTARY PUBLIC

COLUMBUS

U.S HIGHWAY #30 / 23rd STREET



LOT 1, BAYER SUBD.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

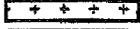
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 1 of 3

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

SCALE 1" = 20'

PREV. R.O.W.		
NEW R.O.W.		
TEMP. EASE.		3050 SQ FT±
PERM. EASE.		200 SQ FT±

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

PERMANENT EASEMENT 'I'

A permanent easement for utility purposes located in Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the east 10 feet of Lot 1, Block A, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 200 square feet, more or less.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 3 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

COLUMBUS

TEMPORARY CONSTRUCTION EASEMENT 'C'

A temporary easement for construction purposes located in Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The east 32.50 feet of the north 100.00 feet except the north 20 feet of the east 10 feet of Lot 1, Bayer Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,050 square feet, more or less.

TRACT NO. 4
H PROPERTIES OF COLUMBUS L.L.C.

LOT 1, BLOCK 'A', BAYER SUBDIVISION

TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE
PERMANENT EASEMENT FOR MANHOLE AND SEWER LINE

Sheet 2 of 3

RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY
H PROPERTIES OF COLUMBUS L.L.C.

TRACT NO. 4

DATE NOV. 19, 2020
DRAWN BY R.T.K.
CHECKED BY -
COMPUTED BY L.D.B.

211.855

8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES**

9.A. Police department update on mask ordinance.

DATE: 26 January 2021
FROM: Charles Sherer, Chief of Police
THRU: Tara Vasicek, City Administrator
To: Mayor James Bulkley and the Columbus City Council
RE: Mask Ordinance Update

DISCUSSION: As requested by the Mayor and City Council I am reporting on the status of calls received regarding the City's mask ordinance since it was implemented on November 28, 2020. Since implementing the ordinance we have had 18 calls on the mask ordinance. Since my last report date of January 14, 2021, we received 1 call. This call was for a belligerent patron at a business who required mask wear. The patron was asked to leave and refused to do so. Officers were called and issued the patron a warning for 2nd degree criminal trespass and required they leave the premises. Officers provided the patron a mask and he still refused to wear one and was removed from the premise at that time. As per our policy, the officers' actions are to provide guidance and only to take enforcement action as a last request. In this call took the officers to the precipice of enforcement. The officers, spoke with the business manager and as a result, warned the subject if he returned, he would be arrested for trespassing. As we have done since the beginning, no citations have been written.

Again, we have placed mask packages in our cruisers for officers to hand out to the public in the event they don't have a mask. It contains instructions in English and Spanish on the proper wearing, storing and cleaning of the mask. This eliminates a defense that they don't have a mask and promotes public health practices.

FISCAL IMPACT: We purchased sandwich bags and cloth ear strapped masks to hand out to the public in a public relations attempt to promote this endeavor. We hope to receive supplies from East Central District Health to supplant this action.

ALTERNATIVE: Don't hand out mask packages.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By:  _____

9.B. Report of City Physician Kipton L. Anderson, M.D., regarding COVID-19 statistics.

From: Kipton Anderson <kiptonanderson@gmail.com>

Sent: Thursday, January 28, 2021 9:50 AM

To: Kline, Janelle <Janelle.Kline@columbusne.us>

Subject: Physician report for City Council

As of Jan 28, covid hospital numbers have remained low with an average of 1-2 patients in the hospital and currently no covid patients in the ICU. As of the most recent report from ECHD on Jan 22 the rolling 7 day average of Platte county is 31.1/100,000 population, which is where it has been for the last month or so. Vaccine has continued to be administered in the phase 1B which includes those over 75, or 65 with significant health problems.

Please feel free to contact me with any further questions,

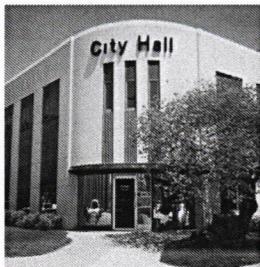
Kip Anderson, MD

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

12.A. Request that city council express support for Legislative Bill 579 that would change provisions relating to Department of Transportation reports regarding highway construction and state intent regarding appropriations and Legislative Bill 542 that would authorize the issuance of highway bonds under the Nebraska Highway Bond Act.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: January 28, 2021
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: LB579 (Moser) and LB542 (Walz)

RECOMMENDATION:

Recommend submitting position letters to the Appropriations Committee (LB579) and Revenue Committee (LB542) in support of the bills.

DISCUSSION:

Both draft bills are attached here for your reference.

LB579 would appropriate seventy million dollars from the State's General Fund to the Nebraska Department of Transportation (NDOT) until such time as the NDOT receives Federal reimbursement of those funds which were spent on the repairs of highways, roads and bridges damaged by the 2019 floods. The NDOT has delayed programmed projects, including Hwy 30, because they had to divert funds to these repairs. The State's temporary support of NDOT's budget would ideally allow NDOT to adjust the delays that have been planned. The report required by LB579 aims to increase transparency within NDOT's planning of the state highway infrastructure improvements.

LB542 would allow for 'conservative' bonding of state highway improvements. Bonding would not exceed four hundred million dollars in principal and thirty million dollars in annual debt service for a period of not more than nineteen years. If passed, this would accelerate completion of the highway construction projects, including Hwy 30, identified and to be identified by the Build Nebraska Act. The bill also references the historically low interest rates currently and the funding challenges that construction inflation and uncertain federal highway funding pose to finish these projects.

FISCAL IMPACT:

None.



LEGISLATURE OF NEBRASKA
ONE HUNDRED SEVENTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 579

Introduced by Moser, 22.

Read first time January 19, 2021

Committee: Appropriations

1 A BILL FOR AN ACT relating to highways and roads; to amend section
2 39-1365, Reissue Revised Statutes of Nebraska, and sections
3 39-1365.01 and 39-1365.02, Revised Statutes Cumulative Supplement,
4 2020; to restate intent; to provide requirements for a report and a
5 presentation by the Department of Transportation; to state intent
6 regarding funding; and to repeal the original sections.
7 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 39-1365, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 39-1365 (1) The Legislature finds and declares that the highways of
4 the state are of the utmost importance to future development within the
5 state and that the following actions are necessary for such development:

6 (a) ~~(1)~~ The accelerated completion of all improvement and expansion
7 projects on the Nebraska segments of the National System of Interstate
8 and Defense Highways;

9 (b) ~~(2)~~ the accelerated completion of improvement projects on
10 state highways with geometric and capacity deficiencies;

11 (c) ~~(3)~~ the resurfacing of highways to protect pavement
12 integrity;

13 (d) ~~(4)~~ the accelerated completion of the expressway system, as
14 such system was designated on January 1, 2016, prior to June 30, 2033;
15 and

16 (e) ~~(5)~~ the general upgrading of the state highway system
17 concerning driving surfaces and surfaced shoulders.

18 (2) It is the intent of the Legislature (a) to appropriate seventy
19 million dollars from the General Fund to the Department of Transportation
20 to repair damages to the infrastructure of highways, roads, and bridges
21 damaged by the 2019 floods and (b) for the Department of Transportation
22 to apply for federal emergency funds to reimburse the General Fund for
23 such expenditure.

24 Sec. 2. Section 39-1365.01, Revised Statutes Cumulative Supplement,
25 2020, is amended to read:

26 39-1365.01 The department shall be responsible for developing a
27 specific and long-range state highway system plan. The department shall
28 annually formulate plans to meet the state highway system needs of all
29 facets of the state and shall assign priorities for such needs. The
30 department shall, on or before December 1 of each year, present such
31 plans and the report required in section 39-1365.02 to the Legislature.

1 The plans shall be referred to the appropriate standing committees of the
2 Legislature for review. The department shall consider the preservation of
3 the existing state highway system asset as its primary priority except as
4 may otherwise be provided in state or federal law. In establishing
5 secondary priorities, the department shall consider a variety of factors,
6 including, but not limited to, current and projected traffic volume,
7 safety requirements, economic development needs, current and projected
8 demographic trends, and enhancement of the quality of life for all
9 Nebraska citizens. The state highway system plan shall include the
10 designation of those portions of the state highway system which shall be
11 expressways.

12 Sec. 3. Section 39-1365.02, Revised Statutes Cumulative Supplement,
13 2020, is amended to read:

14 39-1365.02 (1) The department shall apply for and make maximum use
15 of available federal funding, including discretionary funding, on all
16 highway construction projects which are eligible for such assistance.

17 (2) The department shall transmit electronically to the Legislature,
18 by December 1 of each year, a report on the needs of the state highway
19 system, the department's planning procedures, and the progress being made
20 on the expressway system. Such report shall include:

21 (a) The criteria by which highway needs are determined;

22 (b) The standards established for each classification of highways;

23 (c) An assessment of current and projected needs of the state
24 highway system, such needs to be defined by category of improvement
25 required to bring each segment up to standards. Projected fund
26 availability shall not be a consideration by which needs are determined;

27 (d) Criteria and data, including factors enumerated in section
28 39-1365.01, upon which decisions may be made on possible special priority
29 highways for commercial growth;

30 (e) A review of the department's procedure for selection of projects
31 for the annual construction program, the five-year planning program, and

1 extended planning programs. The review shall include a statement of all
2 state highway projects under construction, other than any part of the
3 expressway system, and the estimated cost of each project;

4 (f) A review of the progress being made toward completion of the
5 expressway system, as such system was designated on January 1, 2016, and
6 whether such work is on pace for completion prior to June 30, 2033. The
7 review shall include a statement of the amount of money spent on the
8 Heartland Expressway, as of the date of the report, and the number of
9 miles of the expressway system yet to be completed and expected milestone
10 dates for other expressway projects, including planning, permitting,
11 designing, and bid letting;

12 (g) A review of the Transportation Infrastructure Bank Fund and the
13 fund's component programs under sections 39-2803 to 39-2807. This review
14 shall include a listing of projects funded and planned to be funded under
15 each of the three component programs; and

16 (h) A review of the outcomes of the Economic Opportunity Program,
17 including the growth in permanent jobs and related income and the net
18 increase in overall business activity.

19 Sec. 4. Original section 39-1365, Reissue Revised Statutes of
20 Nebraska, and sections 39-1365.01 and 39-1365.02, Revised Statutes
21 Cumulative Supplement, 2020, are repealed.

LEGISLATURE OF NEBRASKA
ONE HUNDRED SEVENTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 542

Introduced by Walz, 15.

Read first time January 19, 2021

Committee: Revenue

1 A BILL FOR AN ACT relating to highways; to amend sections 39-2205,
2 39-2209, 39-2211, 39-2212, 39-2213, 39-2216, 39-2222, 39-2223, and
3 39-2704, Reissue Revised Statutes of Nebraska, and section 39-2224,
4 Revised Statutes Cumulative Supplement, 2020; to authorize issuance
5 of highway bonds under the Nebraska Highway Bond Act; to change
6 provisions of the Build Nebraska Act; to harmonize provisions; to
7 repeal the original sections; and to declare an emergency.
8 Be it enacted by the people of the State of Nebraska,

1 Section 1. The Legislature finds that safe and modern highway
2 infrastructure is of great importance to Nebraska's residents,
3 agricultural economy, business economy, and future economic growth.
4 Furthermore, the Legislature finds that it is in the interest of Nebraska
5 taxpayers to leverage historically low interest rates to offset the
6 challenges that construction inflation and uncertain federal highway
7 funding pose to adequately financing the state's infrastructure needs. It
8 is the intent of the Legislature to conservatively utilize bond financing
9 by issuing bonds, not to exceed four hundred million dollars in principal
10 and thirty million dollars in annual debt service for a period of not
11 more than nineteen years, in order to accelerate completion of the
12 highway construction projects identified and to be identified for funding
13 under the Build Nebraska Act.

14 Sec. 2. Upon the recommendation of the Department of
15 Transportation, the commission acting for and on behalf of the state may
16 issue from time to time bonds under the Nebraska Highway Bond Act in such
17 principal amounts as determined by the commission for the purpose of
18 accelerating completion of the highway construction projects identified
19 and to be identified for funding under the Build Nebraska Act. The
20 principal amounts, interest rates, maturities, redemption provisions,
21 sale prices, and other terms of the bonds so authorized to be issued
22 shall be in accordance with terms or conditions established by the
23 commission. No bonds shall be issued after June 30, 2027, except for
24 refunding bonds issued in accordance with the Nebraska Highway Bond Act.
25 The proceeds from the sale of any bonds issued, net of costs of issuance,
26 capitalized interest, and necessary or appropriate reserve funds, shall
27 be deposited in the Highway Cash Fund for use pursuant to the Build
28 Nebraska Act. The commission is hereby granted all powers necessary or
29 convenient to carry out the purposes and exercise the powers granted by
30 the Nebraska Highway Bond Act. Bonds shall be paid off by June 30, 2040.

31 Sec. 3. The bonds issued pursuant to section 2 of this act shall be

1 special obligations of the state payable solely and only from the State
2 Highway Capital Improvement Fund and any other funds specifically pledged
3 by the commission for such purpose, and neither the members of the
4 commission nor any person executing the bonds shall be liable thereon.
5 Such bonds shall not be a general obligation or debt of the state, and
6 they shall contain on the face thereof a statement to such effect. Such
7 bonds are declared to be issued for an essential public and governmental
8 purpose and, together with interest thereon and income therefrom, shall
9 be exempt from state income taxes.

10 Sec. 4. Section 39-2205, Reissue Revised Statutes of Nebraska, is
11 amended to read:

12 39-2205 Bonds may be issued under the Nebraska Highway Bond Act only
13 to the extent that the annual aggregate principal and interest
14 requirements, in the calendar year in which such bonds are issued and in
15 each calendar year thereafter until the scheduled maturity of such bonds,
16 on such bonds and on all other bonds theretofore issued and to be
17 outstanding and unpaid upon the issuance of such bonds shall not exceed
18 the amount which is equal to fifty percent of the money deposited in the
19 fund, the State Highway Capital Improvement Fund, or the bond fund, as
20 the case may be, from which such bonds shall be paid during the calendar
21 year preceding the issuance of the bonds proposed to be issued. This
22 section shall not apply to the first issuance of each series of bonds
23 authorized by the Legislature.

24 If short-term bonds are issued in anticipation of the issuance of
25 long-term refunding bonds and such short-term bonds are secured by
26 insurance or a letter of credit or similar guarantee issued by a
27 financial institution rated by a national rating agency in one of the two
28 highest categories of bond ratings, then, for the purposes of the
29 Nebraska Highway Bond Act, when determining the amount of short-term
30 bonds that may be issued and the amount of taxes, fees, or other money to
31 be deposited in any fund for the payment of bonds issued under the act,

1 the annual aggregate principal and interest payments on the short-term
2 bonds shall be deemed to be such payments thereon, except that the final
3 principal payment shall not be that specified in the short-term bonds but
4 shall be the principal and all interest payments required to reimburse
5 the issuer of the insurance policy or letter of credit or similar
6 guarantee pursuant to the reimbursement agreement between the commission
7 and such issuer.

8 Sec. 5. Section 39-2209, Reissue Revised Statutes of Nebraska, is
9 amended to read:

10 39-2209 Any resolution or resolutions of the commission authorizing
11 any bonds or any issue thereof may contain provisions, consistent with
12 the Nebraska Highway Bond Act and not in derogation or limitation of such
13 act, which shall be a part of the contract with the holders thereof, as
14 to:

15 (1) Pledging all or any part of the money in the fund, the State
16 Highway Capital Improvement Fund, or the ~~or~~ bond fund, as the case may
17 be, to secure the payment of the bonds, subject to such agreements with
18 the bondholders as may then prevail;

19 (2) The use and disposition of money in the fund, the State Highway
20 Capital Improvement Fund, or the ~~or~~ bond fund;

21 (3) The setting aside of reserves, sinking funds, or arbitrage
22 rebate funds and the funding, regulation, and disposition thereof;

23 (4) Limitations on the purpose to which the proceeds from the sale
24 of bonds may be applied;

25 (5) Limitations on the issuance of additional bonds and on the
26 retirement of outstanding or other bonds pursuant to the Nebraska Highway
27 Bond Act;

28 (6) The procedure by which the terms of any agreement with
29 bondholders may be amended or abrogated, the amount of bonds the holders
30 of which must consent thereto, and the manner in which such consent may
31 be given;

1 (7) Vesting in a bank or trust company as paying agent such rights,
2 powers, and duties as the commission may determine, vesting in a trustee
3 appointed by the bondholders pursuant to the Nebraska Highway Bond Act
4 such rights, powers, and duties as the commission may determine, and
5 limiting or abrogating the right of the bondholders to appoint a trustee
6 under such act or limiting the rights, powers, and duties of such
7 trustee;

8 (8) Providing for a municipal bond insurance policy, surety bond,
9 letter of credit, or other credit support facility or liquidity facility;
10 and

11 (9) Any other matters, of like or different character, which in any
12 way affect the security or protection of the bonds.

13 Sec. 6. Section 39-2211, Reissue Revised Statutes of Nebraska, is
14 amended to read:

15 39-2211 In addition to the powers conferred upon the commission to
16 secure the bonds in the Nebraska Highway Bond Act, the commission shall
17 have power in connection with the issuance of bonds to enter into such
18 agreements, consistent with the act and not in derogation or limitation
19 of the act, as it may deem necessary, convenient, or desirable concerning
20 the use or disposition of the money in the fund, the State Highway
21 Capital Improvement Fund, or the ~~or~~ bond fund including the pledging or
22 creation of any security interest in such money and the doing of or
23 refraining from doing any act which the commission would have the right
24 to do to secure the bonds in the absence of such agreements. The
25 commission shall have the power to enter into amendments of any such
26 agreements, consistent with the Nebraska Highway Bond Act and not in
27 derogation or limitation of the act, within the powers granted to the
28 commission by the act and to perform such agreements. The provisions of
29 any such agreements may be made a part of the contract with the holders
30 of the bonds.

31 Sec. 7. Section 39-2212, Reissue Revised Statutes of Nebraska, is

1 amended to read:

2 39-2212 Any pledge or security instrument made by the commission
3 shall be valid and binding from the time when the pledge or security
4 instrument is made. The money in the fund, the State Highway Capital
5 Improvement Fund, or the ~~or~~ bond fund so pledged and entrusted shall
6 immediately be subject to the lien of such pledge or security instrument
7 upon the deposit thereof in the fund without any physical delivery
8 thereof or further act. The lien of any such pledge or security
9 instrument shall be valid and binding as against all parties having
10 subsequently arising claims of any kind in tort, contract, or otherwise,
11 irrespective of whether such parties have notice thereof. Neither the
12 resolution nor any security instrument or other instrument by which a
13 pledge or other security is created need be recorded or filed and the
14 commission shall not be required to comply with any of the provisions of
15 the Uniform Commercial Code.

16 Sec. 8. Section 39-2213, Reissue Revised Statutes of Nebraska, is
17 amended to read:

18 39-2213 The bonds shall be special obligations of the state payable
19 solely and only from the fund, the State Highway Capital Improvement
20 Fund, or the ~~or~~ bond fund, as the case may be, and neither the members of
21 the commission nor any person executing the bonds shall be liable
22 thereon. Such bonds shall not be a general obligation debt of this state
23 and they shall contain on the face thereof a statement to such effect.

24 Sec. 9. Section 39-2216, Reissue Revised Statutes of Nebraska, is
25 amended to read:

26 39-2216 The Legislature hereby irrevocably pledges and agrees with
27 the holders of the bonds issued under the Nebraska Highway Bond Act that
28 so long as such bonds remain outstanding and unpaid it shall not repeal,
29 diminish, or apply to any other purposes the motor vehicle fuel taxes,
30 diesel fuel taxes, compressed fuel taxes, and alternative fuel fees
31 related to highway use, motor vehicle registration fees, sales and use

1 taxes, and such other highway-user taxes which may be imposed by state
2 law and allocated to the fund, the State Highway Capital Improvement
3 Fund, or the ~~or~~ bond fund, as the case may be, if to do so would result
4 in fifty percent of the amount deposited in the fund, the State Highway
5 Capital Improvement Fund, or the ~~or~~ bond fund in each year being less
6 than the amount equal to the maximum annual principal and interest
7 requirements of such bonds.

8 Sec. 10. Section 39-2222, Reissue Revised Statutes of Nebraska, is
9 amended to read:

10 39-2222 Sections 39-2201 to 39-2226 and sections 1 to 3 of this act
11 shall be known and may be cited as the Nebraska Highway Bond Act.

12 Sec. 11. Section 39-2223, Reissue Revised Statutes of Nebraska, is
13 amended to read:

14 39-2223 (1) Under the authority granted by Article XIII, section 1,
15 of the Constitution of Nebraska, the Legislature hereby authorizes the
16 issuance of bonds in the principal amount of twenty million dollars in
17 1969 and in the principal amount of twenty million dollars on or before
18 June 30, 1977, with the proceeds thereof to be used for the construction
19 of highways in this state, the Legislature expressly finding that the
20 need for such construction requires such action. Such bonds shall in all
21 respects comply with the provisions of Article XIII, section 1, of the
22 Constitution of Nebraska.

23 (2) Under the authority granted by Article XIII, section 1, of the
24 Constitution of Nebraska, the Legislature hereby authorizes after July 1,
25 1988, the issuance of bonds in a principal amount to be determined by the
26 commission, not to exceed fifty million dollars. The outstanding
27 principal amount of such bonds may exceed such limit if and to the extent
28 that the commission determines that the issuance of advance refunding
29 bonds under section 39-2226 in a principal amount greater than the bonds
30 to be refunded would reduce the aggregate bond principal and interest
31 requirements payable from the bond fund. The proceeds of such issues

1 shall be used exclusively (a) for the construction, resurfacing,
2 reconstruction, rehabilitation, and restoration of highways in this
3 state, the Legislature expressly finding that the need for such
4 construction and reconstruction work and the vital importance of the
5 highway system to the welfare and safety of all Nebraskans requires such
6 action, or (b) to eliminate or alleviate cash-flow problems resulting
7 from the receipt of federal funds. Such bonds shall in all respects
8 comply with the provisions of Article XIII, section 1, of the
9 Constitution of Nebraska.

10 (3) Under the authority granted by Article XIII, section 1, of the
11 Constitution of Nebraska, the Legislature hereby authorizes after July 1,
12 2021, in addition to the authority granted in subsections (1) and (2) of
13 this section, the issuance of bonds in one or more series in an aggregate
14 principal amount to be determined by the commission, not to exceed four
15 hundred million dollars. The outstanding principal amount of such bonds
16 may exceed such limit if and to the extent that the commission determines
17 that the issuance of advance refunding bonds under section 39-2226 in a
18 principal amount greater than the bonds to be refunded would reduce the
19 aggregate bond principal and interest requirements payable from the State
20 Highway Capital Improvement Fund. The proceeds of such issues shall be
21 used exclusively for purposes of the Build Nebraska Act, the Legislature
22 expressly finding that the need for such construction and reconstruction
23 work and the vital importance of the highway system to the welfare and
24 safety of all Nebraskans requires such action. Such bonds shall in all
25 respects comply with the provisions of Article XIII, section 1, of the
26 Constitution of Nebraska.

27 Sec. 12. Section 39-2224, Revised Statutes Cumulative Supplement,
28 2020, is amended to read:

29 39-2224 (1) The proceeds of the sale of bonds authorized by
30 subsection (1) of section 39-2223 are hereby appropriated to the Highway
31 Cash Fund of the Department of Transportation, for the biennium ending

1 June 30, 1977, for expenditure for the construction of highways.

2 (2) The proceeds of the sale of bonds authorized by subsection (2)
3 of section 39-2223 are hereby appropriated to the Highway Cash Fund of
4 the Department of Transportation for expenditure for highway
5 construction, resurfacing, reconstruction, rehabilitation, and
6 restoration and for the elimination or alleviation of cash-flow problems
7 resulting from the receipt of federal funds.

8 (3) The proceeds of the sale of bonds authorized by subsection (3)
9 of section 39-2223 are hereby appropriated to the Highway Cash Fund of
10 the Department of Transportation for use pursuant to the Build Nebraska
11 Act.

12 Sec. 13. Section 39-2704, Reissue Revised Statutes of Nebraska, is
13 amended to read:

14 39-2704 The fund shall be used as follows:

15 (1) For repayment of bonds issued pursuant to subsection (3) of
16 section 39-2223. At least twenty-five percent of the proceeds from such
17 bonds shall be used, as determined by the department, for construction of
18 the expressway system and federally designated high priority corridors.
19 The remaining proceeds shall be used to pay for surface transportation
20 projects of the highest priority as determined by the department; and

21 (2) Of the money credited to the fund pursuant to section 77-27,132
22 each fiscal year which remains after the repayment of bonds required
23 under subdivision (1) of this section:

24 (a) (1) At least twenty-five percent of such the money credited to
25 the fund pursuant to section 77-27,132 each fiscal year shall be used, as
26 determined by the department, for construction of the expressway system
27 and federally designated high priority corridors; and

28 (b) (2) The remaining amount of such money credited to the fund
29 pursuant to section 77-27,132 each fiscal year shall be used to pay for
30 surface transportation projects of the highest priority as determined by
31 the department.

1 Sec. 14. Original sections 39-2205, 39-2209, 39-2211, 39-2212,
2 39-2213, 39-2216, 39-2222, 39-2223, and 39-2704, Reissue Revised Statutes
3 of Nebraska, and section 39-2224, Revised Statutes Cumulative Supplement,
4 2020, are repealed.

5 Sec. 15. Since an emergency exists, this act takes effect when
6 passed and approved according to law.

13. NEW BUSINESS

13.A. Quote from Warren Garage Door, Inc. in the amount of \$14,038.50 to replace overhead door at transfer station.



The City of **Columbus**

PUBLIC WORKS DEPARTMENT

Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4286 Utility Billing (402) 562-4220

DATE: JANUARY 22, 2021
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: EMERGENCY REPAIR QUOTE FOR OVERHEAD DOOR REPLACEMENT / REPAIR AT TRANSFER STATION.

RECOMMENDATION: Authorize staff to accept emergency low quote from Warren Garage Door, Inc. to replace 16' X 28' Dura Coil door that has failed.

DISCUSSION: Utility staff was only able to solicit two quotes. Warren Garage Door, Inc. from Norfolk, NE was low quote for the complete door replacement and install. Due to the nature of the failed door and the unsecured building, staff has proceeded with the replacement project immediately.

FISCAL IMPACT: \$14,038.50 from operations budget.

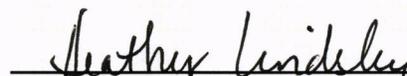
ALTERNATIVES: Risk the possibility of complete failure and disconnect.

RECOMMENDATION:



Director of Public Works

APPROVAL:



Finance Director



City Administrator

City of Columbus

Quote Sheet for Purchases

Department: Transfer Station

Charge to Account Number: 5570-570-4310

Department Head Approval: *Chuck S...*

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *Joseph...*

(For Purchases of \$5,000 to \$40,000)

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

Date: 11-24-20 Time: a.m.

Vendor Name: Warren Garage Door Inc.

Vendor Employee Name: Caroyln Warren

Telephone: 402-371-775

Quote For: NON INSULATED 16' X 28' TALL ROLL UP DOOR

Quote Includes:	Item Totals:
NEW DOOR AND INSTALLATION TO EXISTING HARDWARE	\$14,038.50
Total:	\$14,038.50

Quote Excludes: _____

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Mike S

Warren Garage Door, Inc.

600 South 37th Street
Norfolk, NE 68701-9607

Ph. 402-371-7755 Fax 402-371-4466

Estimate

Date	Estimate #
11/24/2020	41342

Bill To:

CITY OF COLUMBUS
ACCOUNTS PAYABLE
PO BOX 1677
COLUMBUS, NE 68702-1677

Ship To:

TRANSFER STATION
250 SE 14TH AVE
COLUMBUS, NE

P.O. #	Terms	Job	Ph.	Fax	Alt.
	Net 30	REPAIR	402-562-4253		402-563-3180
Qty.	Description			Unit Price	Total
	<p>NOTE: All opening preparation, jamb extensions, painting and electrical wiring (including low voltage wiring) to be done by others. New vinyl stops are 1-1/2" wide and may or may not cover the same space as existing stops. Product needs to be installed within 45 days of delivery to our facility. After that time neither the manufacturer nor Warren Garage Door will be held responsible for possible concealed damage. WGD WILL ATTEMPT TO RECONNECT EXISTING OPERATOR WIRING. IF WIRING WILL NOT REACH, AN ELECTRICIAN WILL BE REQUIRED.</p> <p>***11/12/20 TRANSFER STATION, FAR WEST DOOR: One of the guides is damaged and some slats need to be replaced. Called in by Mike (402-910-6759).</p> <p>***11/19/20 Checked the job. Recommend replacement of curtain bundle and guide. Checked with the factory and we cannot get a replacement insulated curtain bundle in 28' height. Providing a quote for a non-insulated door instead.</p>				
1	<p>16' 0" x 28' 0" Raynor DuraCoil Standard (FF), 20ga. Flat Steel Slat Rolling Service Door. Gray in color. (Curtain is gray in color with black powdercoated guides.) Includes Headplate Cover, Hood Baffle, Guide Seal, Bottom Astragal, SPROCKET and B-BRACKET KIT. PLEASE NOTE: Raynor neither warrants nor implies any durability of primed or finish coatings on our rolling products. It is the inherent nature of the rolling product to create wear on the contacting slat surfaces as the curtain coils and uncoils about itself. This wear is expected and is accelerated by the environment in which the product is used and the frequency of use, whether manual or motor operated. Raynor consistently uses high quality coatings and other materials to help reduce this inevitable wear. Raynor warrants DuraCoil rolling service doors and their component parts against defects in material and workmanship for a period of 1 year. EXISTING DOOR REMOVED AND HAULED. NEW DOOR INSTALLED. EXISTING OPERATOR RECONNECTED.</p>			14,038.50	14,038.50
Estimate valid for 30 days. Please sign a copy and return.				Total	\$14,038.50

THANK YOU FOR ASKING US TO SUBMIT A BID. Past due accounts will be assessed the greater of a \$10.00 re-billing fee or interest at 18% APR. No returns on electrical parts.

APPROVAL SIGNATURE: _____

City of Columbus

Quote Sheet for Purchases

Department: Transfer Station

Charge to Account Number: 5570-570-4310

Department Head Approval: _____

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____

(For Purchases of \$5,000 to \$40,000)

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

Date: 11-24-20 Time: a.m.

Vendor Name: Overhead Door Company

Vendor Employee Name: Tim S

Telephone: 402-564-7446

Quote For: NON INSULATED 16' X 28' TALL ROLL UP DOOR

Quote Includes:	Item Totals:
NEW DOOR AND INSTAILATION TO EXSITING HARDWARE	\$26,157.00
Total:	\$26,157.00

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Mike S



Overhead Door Company of Columbus NE

2781 54th Ave
Columbus, NE 68601-2061

Contact: Tim Swearingen
Phone: 402-564-7446
Email: tim.swearingen@mometals.com

This proposal is valid till Tuesday, March 30, 2021

Quote: SQDP000712-1 | Created: 11/30/2020 4:26 PM

Job:

City of Columbus Transfer Station
250 14TH AVE. SOUTH
Columbus, NE 68601

Prepared For:

City of Columbus Transfer Station
250 14TH AVE. SOUTH
Columbus, NE 68601

Item	Qty
1 620.RD 620, 16'0" x 28'0" Opening	1
Mounting:	Right: Steel, Face Mount E Guide; Left: Steel, Face Mount E Guide; Lintel - Steel, Header - Steel
Curtain:	Windload - 20 PSF, F265, Steel, Gray, Primed, 22 gauge, Interior Mtd Above Lintel, Var.Freq.Windlock
Operation:	Motor Supplied by Customer, Right Hand
Bottom Bar:	Double Angle, Steel, Powder Coat-Black, Astragal
Hood:	Octagon, Steel, Gray, Primed, Hood Baffle
Guide:	Steel, Powder Coat-Black, Vinyl-1 Side, Double Flared Entry
Bracket:	Steel, Powder Coat-Black
Misc:	Non-Crated
Last Changed:	11/30/2020 4:30 PM CST

Total (USD): \$26,157.00

Terms and Conditions

Credit approval required upon acceptance of sales proposal. Net invoice is due 30 days from invoice date.

1. BY OTHERS: Jamb, spring pads, operator mount pads, all wiring to motors and control stations, unless otherwise stated above, are not included. 2. Price is based on installation being performed on concrete surface unless otherwise noted. Additional charges will apply if concrete is not in place by time door installation is required. 3. Price does not include any bid, performance or payment bonds unless noted. 4. Price does not include any additional insurance such as but not limited to waiver of subrogation for workers compensation. 5. Special order doors will be billed out 30 days after arrival in our warehouse. Doors stored for longer than 90 days will be subject to storage fees at a rate of \$10/month/door. The manufacturer will not cover concealed damage after 60 days. 6. Purchaser agrees that doors shall remain in Seller's possession until paid for in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

Shipment Details	
Shipping Carrier:	Customer
Shipping Method:	Customer Pick-Up

Acceptance:

13.B. Quote from Electric Pump in the amount of \$71,876 for lift station pump view control system for wastewater collection.



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: January 25, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of Lift Station MultiSmart Pump View Control / Monitoring System.

RECOMMENDATION:

Accept single source quote from Electric Pump for MultiSmart Pump View Control system and installation in the amount of \$71,876.

DISCUSSION:

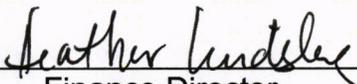
Attached is the single source quote to upgrade six MultiSmart Pump Station Managers and to install PumpView3 hardware in three other units for a total of nine control units. The purchase of this equipment will be funded with the approved 2020-21 CIP Budgeted amount of \$75,000.

This upgrade is in addition to the three units already in place, plus two units to be installed on upcoming lift station reconstruction projects.

Upgrading to web based monitoring will be more reliable and offer more real time data on flows, amps, phase protection, high level, and power fail alarms.

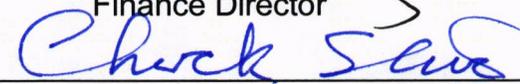
ALTERNATIVES: Leave unreliable radio system in place and risk lift failure with no alarms related to pump fails and or backups.

CONCURRENCE:



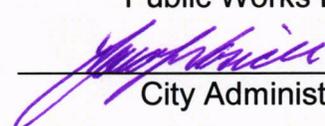
Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator



City of Columbus

Quote Sheet for Purchases

Department: Wastewater Collection CIP 21-36

Charge to Account Number: 500-57510

Department Head Approval: *Chuck Stua*

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *[Signature]*

(For Purchases of \$5,000 to \$40,000)

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

Date: 1/22/2021 Time: A.M.

Vendor Name: Electric Pump, Des Moines, IA

Vendor Employee Name: Jim Gray

Telephone: 1-515-265-2222

Quote For: Upgrade of 9 MultiSmart PumpView Upgrades, installs and set up of support equipment.

Quote Includes:	Item Totals:
9 total upgraded PumpView units	\$71,876.00
9 LP Antennas	
9 Battery's and chargers	
FlyghtCloud Service Agreement	
Freight, labor hardware for install.	
Total:	\$71,876.00

Quote Excludes:

Delivery Date: 1.5 to 2 Weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Jake Wacha



4280 E 14th St
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Columbus, NE / Jake Wacha @ (402) 562-4246

REF: PumpView Proposal - REVISED
Columbus, NE

DATE: ~~January 19, 2021~~ January 22, 2021

Electric Pump is pleased to submit the following Scope of Supply to upgrade Qty (6) MultiSmart Pump Station Managers and install PumpView3 hardware to complete Qty (9) functional systems and provide Qty (1) spare MultiSmart.

Quote

Electric Pump will provide a MultiSmart PumpView Modem and power supply for Qty (9) stations for the City. Qty (4) existing stations have MultiSmart Pump Station Manager and are already Gen2 units. Electric Pump will install and program a MultiSmart PumpView Modem, power supply, and Adams Module or Ethernet Switch for communications with existing ABB Variable Frequency Drives at these stations. In preparation of the Upgrade of Qty (5) stations MultiSmart Pump Station Manager, Electric Pump will install a MultiSmart PumpView Modem and power supply. Schematic revisions will be provided to assist with the City's installation/integration of the upgraded MultiSmart units. PumpView Modems will be activated at each station as the Upgraded MultiSmart units are installed.

PumpView – Per Station (9 Total Stations):

- One (1) MultiSmart PumpView Multicarrier Kit with Low Profile Antenna
- One (1) 12V 12Amp Battery
- One (1) 12V Battery Power Supply
- One (1) FlgyltCloud Service Agreement **(1-year prepaid)**
- One (1) Lot schematic revisions
- One (1) Lot of freight, labor & materials for installation

The City's existing spare MultiSmart Pump Station Manager will be sent to Flygt/Xylem for Gen1 to Gen2 Upgrade. Upon completion, the unit will be returned to the City configured direct from the factory with an Adams Module for installation/integration. The City will install the Upgraded unit into the next station and send the existing unit from that station to Flygt/Xylem for upgrade. When the Upgrades have been completed at each station it will leave the City with Qty (1) MultiSmart and Adams Module unit as a spare.

Gen1 to Gen2 MultiSmart Upgrade – Per Unit (5 Stations, 1 Existing Spare):

- One (1) MultiSmart Pump Station Manager Gen1 to Gen2 Upgrade
- One (1) 8-Channel Analog Adams Module
- Six (6) Current Transformer, Split Core
- One (1) Lot of freight

Total Selling Price for (9) PumpViews & (6) Upgrades: \$ 71,876.00 plus tax

Note the following:

- Upgrade lead time is approximately 1.5 to 2 weeks.
- Freight to Flygt/Xylem for MultiSmart Gen1 to Gen2 upgrade **is not** included and is the responsibility of others.
- After 1st year, FlygtCloud Service Agreement is **\$ 582.00** for 1-year prepaid per location. Please note the yearly service fee is subject to yearly increases.
- Junction Box, Conduit, Additional Spare Parts and anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

Jim Gray (712) 420-5679 / Dave Bloch (515) 707-6032

cc: Cornelius Caudle (515) 265-2222

cc: Bob White (515) 421-6050

Purchase Agreement:

**Ship to Address:

ATTN: _____

Tagging Instructions: _____

Note the following:

- Return this purchase agreement to Cornelius Caudle at corneliusc@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.**

Business Name _____

Street Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Purchase Order Number _____

Purchase Order Amount _____

SIGNATURE _____

DATE _____

**A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records

13.C. Quote from Core & Main in the amount of \$131,201.80 for year one of five year upgrade program of the fixed base meter reading/monitoring system for water utility division.



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: January 25, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of Fixed Base Meter Reading / Monitoring System upgrades.

RECOMMENDATION:

Accept single source quote from Core & Main in the amount of \$131,201.80 for Year One of the Fixed Base Meter Reading/Monitoring System upgrades.

DISCUSSION:

The attached quote is for year one of a four to five year program to upgrade the Meter Reading/Monitoring System. The purchase of this equipment will be funded with the approved 2020-2021 CIP# 21-56 Budgeted amount of \$150,000.

The upgrade is an addition to the already in place Automated Meter Reading System (AMR).

This upgrade will be more reliable and offer on demand, near real time, secure, and reliable data regarding flows, leak detection, back flow, and high usage trends.

ALTERNATIVES: Leave unreliable AMR system in place with only monthly data readings.

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator



City of Columbus

Quote Sheet for Purchases

Department: WATER CIP 21-26

Charge to Account Number: 520-57510

Department Head Approval: *Chuck Stone*

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *Jay Williams*

(For Purchases of \$5,000 to \$40,000)

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

Date: 1/22/2021 Time: A.M.

Vendor Name: Core & Main

Vendor Employee Name: Zack Hoffman

Telephone: 1-402-896-6173

Quote For: Fixed Base AMR Meter Upgrades, install, training and set up of support equipment.

Quote Includes:	Item Totals:
Year one fees	\$131,201.80
Base stations	
Antenna installs	
Intregation	
Freight, labor hardware for install.	
Total:	\$131,201.80

Quote Excludes:

Delivery Date: 4 to 5 Weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Jake Wacha



Bid Proposal for Columbus AMI

CUSTOMER	CITY OF COLUMBUS WATER 4528 19TH STREET COLUMBUS, NE 68601	Job Columbus AMI Bid Date: 12/13/2019 04:00 p.m. Bid #: 1161581
	Sales Representative Zachary Hoffman (T) 402-896-6173 Zachary.Hoffman@coreandmain.com	Core & Main 10707 S 149th St Omaha, NE 68138 (T) 402-896-6173
CONTACT		
NOTES		



Bid Proposal for Columbus AMI

CITY OF COLUMBUS WATER
 Bid Date: 12/13/2019 04:00 p.m.
 Core & Main 1161581

Core & Main
 10707 S 149th St
 Omaha, NE 68138
 Phone: 402-896-6173
 Fax: 402-896-6379

Seq#	Qty	Description	Units	Price	Ext Price	
10		YEAR ONE FEES				
20	2	SENSUS M400 BASESTATION	EA	26,737.15	53,474.30	
30	2	ANTENNA INSTALLATION	EA	20,000.00	40,000.00	
40	1	SENSUS ANNUAL RNI SAAS FEE YR1	EA	8,240.00	8,240.00	
50	1	SENSUS RNI SET UP FEE	EA	7,956.25	7,956.25	
60	1	SENSUS RNI ON-SITE TRAINING RNI CORE EDUCATION	EA	5,500.00	5,500.00	
70	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE YEAR 1	EA	7,031.25	7,031.25	
80	1	SENSUS ANALYTIC SET UP FEE	EA	5,000.00	5,000.00	
90	1	SENSUS ANALYTICS INTEGRATION BASIC INTEGRATION	EA	4,000.00	4,000.00	
				SUBTOTAL	131,201.80	
100		YEAR 2-5 FEES				
110	1	SENSUS ANNUAL RNI SAAS FEE YR2	EA	10,608.75	10,608.75	
120	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE YEAR 2	EA	7,242.50	7,242.50	
130	1	SENSUS ANNUAL RNI SAAS FEE YR3	EA	15,298.75	15,298.75	
140	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE YEAR 3	EA	12,257.50	12,257.50	
150	1	SENSUS ANNUAL RNI SAAS FEE YR4	EA	16,742.50	16,742.50	
160	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE YEAR 4	EA	14,916.25	14,916.25	
170	1	SENSUS ANNUAL RNI SAAS FEE YR5	EA	17,243.75	17,243.75	
180	1	SENSUS ANALYTIC ENHANCED ANNUAL FEE YEAR 5	EA	15,952.50	15,952.50	
				SUBTOTAL	110,262.50	
190	1	SENSUS PROJECT MGMT	EA	20,000.00	20,000.00	
				SUBTOTAL	20,000.00	
210		BASED ON PROGRESSIVE ENDPOINTS				
220		YEAR ONE 3000 ENDPOINTS				
230		YEAR TWO 5000 ENDPOINTS				
240		YEAR THREE 7000 ENDPOINTS				
250		YEAR FOUR 9000 ENDPOINTS				
260		YEAR FIVE 9500 ENDPOINTS				
				Sub Total	261,464.30	
				Tax	0.00	
				Total	261,464.30	

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

13.D. Purchase and installation of VRX Repeaters from Electronic Engineering in the amount of \$17,578.47 to equip three police vehicles.

**Columbus Police Department
Memorandum
For Record**

DATE: January 25, 2021

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Equip 3 New Units with VRX Repeaters

RECOMMENDATION:

Approve this purchase of 3 new VRX Repeaters for the price of \$17,578.47, to be placed in the 3 new units when they arrive. This would bring our fleet up to 13 repeaters and aid in our portable radio coverage.

DISCUSSION:

Attached you will find a bid from Electronic Engineering and Motorola for the purchase and install of 3 VRX Repeaters. The bid is for \$17,578.47 for all three units, which would be \$5859.49 per unit. As you may recall we are in the process of upgrading our portable radio coverage within the City Limits of Columbus. We have installed 10 mobile repeaters and this purchase would bring our mobile repeaters to 13, which will aid in our ability to communicate amongst ourselves and with other agencies.

We currently have the money available in our new vehicle budget to purchase the repeaters and I would like to purchase them now as opposed to waiting for next budget year. This way we can have them installed when the units are being outfitted with the other equipment.

Thank you for your time

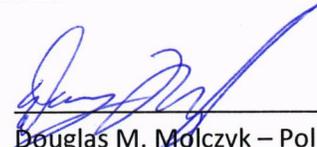
FISCAL IMPACT:

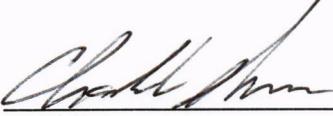
This money is available in our 2020-2021 CIP new vehicle budget.

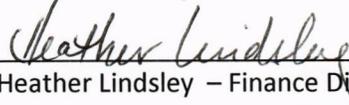
ALTERNATIVES:

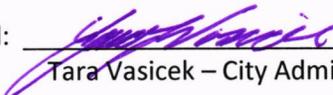
Wait until next year and have the units out of service for several days until they are up-fitted.

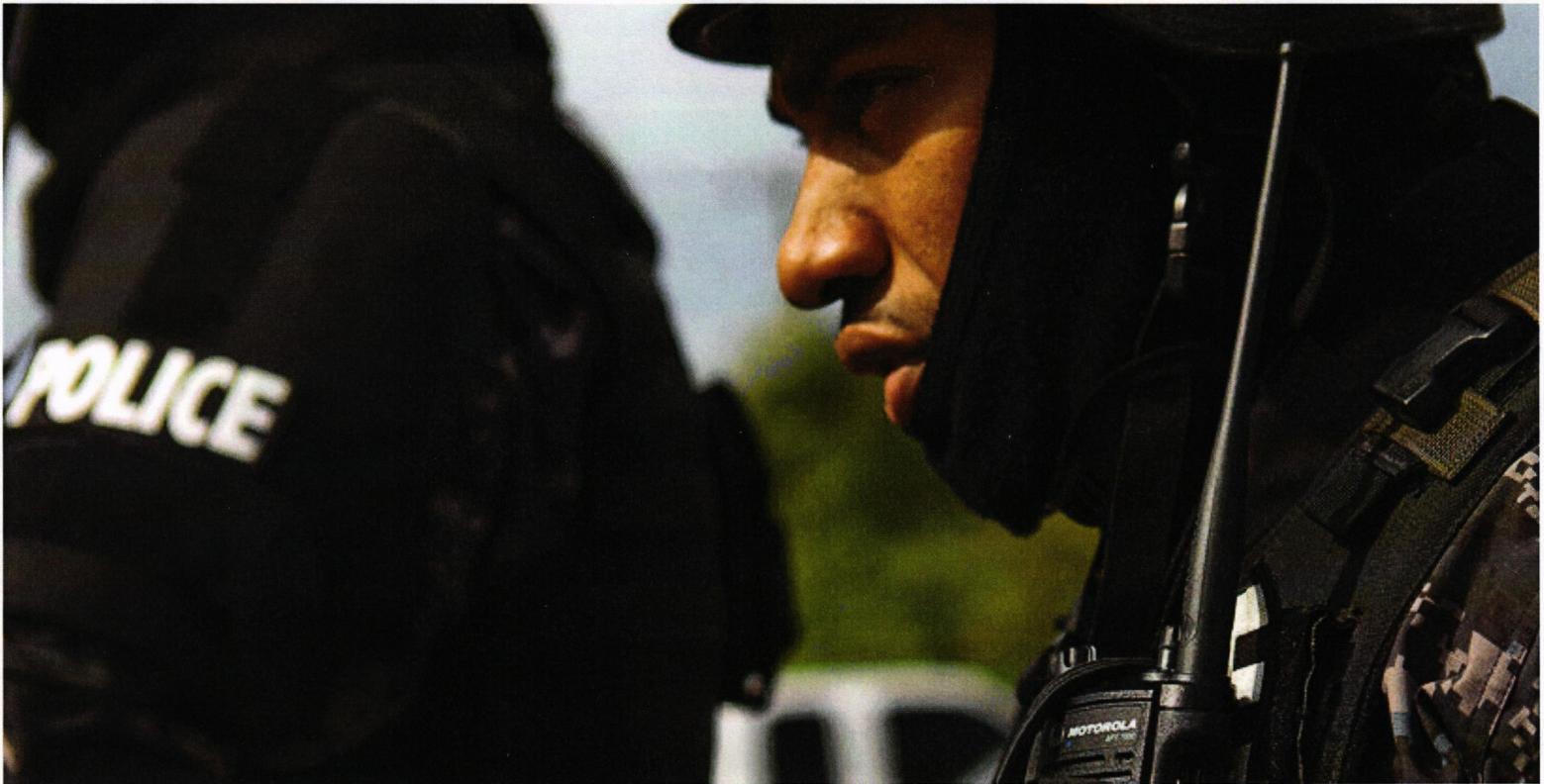
SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator



COLUMBUS POLICE DEPT, CITY OF

12/03/2020

12/03/2020

COLUMBUS POLICE DEPT, CITY OF
2330 14TH ST
COLUMBUS, NE 68601

Dear Doug Molczyk,

Motorola Solutions is pleased to present COLUMBUS POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUMBUS POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Paul Slinger at pslinger@connectingyou.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Paul Slinger

Motorola Solutions Manufacturer's Representative

Billing Address:
 COLUMBUS POLICE DEPT,
 CITY OF
 2330 14TH ST
 COLUMBUS, NE 68601
 US

Quote Date:12/03/2020
 Expiration Date:03/03/2021
 Quote Created By:
 Paul Slinger
 pslinger@connectingyou.com

End Customer:
 COLUMBUS POLICE DEPT, CITY OF
 Doug Molczyk
 douglas.molczyk@columbusne.us
 402-564-3201

Contract: 32517 - NEBRASKA ADMIN
 SERVICES
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	HAF4016A	UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT	3	\$23.00	\$16.79	\$50.37
2	TT05715AA	DVR/VRX FOR USE WITH SINGLE BAND APX MOBILE	3	\$0.00	\$0.00	\$0.00
3	TT2794A	VRX1000-7/800 769-775/851-869 MHZ	3	\$3,350.00	\$3,048.50	\$9,145.50
4	TT05952AA	VRX1000 P25 ENCRYPTION CAPABLE	3	\$453.64	\$412.81	\$1,238.43
5	TT05951AA	VRX1000 P25 DIGITAL CONVENTIONAL OPERATION	3	\$1,560.00	\$1,419.60	\$4,258.80
6	DDN2079A	VRX1000 CROSS-BAND 4 YEAR EXTENDED WARRANTY	3	\$756.25	\$688.19	\$2,064.57
	FLASHport Series	APX4500FLASHPORT				
7	T8011A	DIGITAL CONVENTIONAL*	1	\$0.00	\$0.00	\$0.00
7a	GA00631AB	ADD: DVRS MSU ACTIVATION APX MOBILE	3	\$288.00	\$273.60	\$820.80

Grand Total

\$17,578.47(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.

* Additional information is required for one or more items on the quote for an order.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

13.E. Plans, specifications, estimate of cost in the amount of \$3,604,000, and authorization to advertise for bids for Street Improvement District Nos. 185 (East 14 Avenue from 23 Street to north corporate city limits); 186 (alley between 14 and 15 Streets and 28 and 29 Avenues); and 187 (25 Street from 33 Avenue west 140 feet). (Plans and specifications on file in the engineering department.)

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SID#185 – East 14th Street from 23rd Street to North Corporate Limits
SID#186 – Alley between 14th and 15th Streets and 28th and 29th Avenues
SID#187 – 25th Street from 33rd Avenue, West

RECOMMENDATION:

I recommend approval of the plans, specifications, Engineer's Estimate of Cost in the amount of \$3,604,000, for the above referenced projects and to authorize staff to advertise for bids. The above projects will be combined and bid as one base bid project.

DISCUSSION:

SID#185: East 14th Street from 23rd Street to North Corporate Limits - This segment of East 14th Avenue is on the City 1&6 Year Road Plan and Long Range Transportation Plan. This segment is an Arterial in accordance with the State Classification System. Post card survey results were positive and the City Council approved the creation of the district. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 41-foot wide, PC concrete, sidewalks in improved or platted areas, striping, signage and related work.

The design of the project is limited due to elevation of discharge storm sewers. The street paving and storm sewers will be constructed at the least slope allowed by the City. Therefore, it must be noted that some small areas of shallow storm water ponding may occur in the gutter line and ditches along US Hwy 30. Some properties will have retaining walls in order to not have sharp elevation grade differences from the sidewalk to the their property. In order to assist in this grading transition, 5-foot wide temporary drainage easements are being requested from a vast majority of the property owners.

Traffic signal evaluation at the intersection of East 14th Avenue and 23rd Street (US Hwy 30) was conducted as part of the Long Range Transportation Plan and were not warranted at that time.

The proposal is to use Federal Funds Purchase Program (FFPP) funding to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

The project is in two phases. Phase 1 is from 23rd Street to Armory Drive with a projected substantial completion date at the end of 2021 and final completion date in 2022. Phase 2 is from Armory Drive to the north corporate limits with a start and substantial and final

completion in 2022. However, the timeframe is subject to contractor and material availability and weather and site conditions during construction. During construction, East 14th Avenue will be limited to local traffic only. The project will have phased construction to allow as much vehicle local access to properties as practical. A marked detour for through traffic will be part of the project which includes a gravel Township road, 38th Street from East 6th to East 14th Avenues. The City will grade this segment of 38th Street during the detour.

SID# 186 – Alley between 14th and 15th Streets and 28th and 29th Avenues. This SID was petitioned by a majority of the property owners. Post card survey results were positive and the City Council approved the creation of the district. Improvements include construction of PC concrete inverted paving, 20-feet wide, and related work.

Special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy. Construction is anticipated in 2021.

SID#187 – 25th Street from 33rd Avenue, West. This SID was petitioned by a majority of the property owners. Post card survey results were positive and the City Council approved the creation of the district. Improvements include construction of the roadway to a two-lane, urban section with curb and gutter, 33-feet wide, 9-inch thick PC concrete, and related work.

Special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy. Construction is anticipated in 2021.

The Engineering Department is providing the design and construction phase services resulting in a savings to the project cost of about 10 to 12 percent or \$360,000 to \$430,000. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

SID#185 – East 14th Avenue from 23rd Street to the North Corporate Limits. CIP 20-74 in the amount of \$3,600,000. Phase 1 is projected to be in this fiscal year in the estimated amount of \$1,900,000. City to use Federal Funds Purchase Program funding to pay for 80 percent of the project cost. The remaining 20 percent would be assessed to benefiting properties. The opinion of probable project cost, which includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$3,487,000 (FFPP \$2,789,600 and Special Assessment \$697,400).

SID#186 – Alley between 14th and 15th Streets and 28th and 29th Avenues. CIP 21-75 in the amount of \$60,000. The opinion of probable project cost, which includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$42,000 (General Obligation \$10,000 and Special Assessment \$32,000).

SID#187 – 25th Street from 33rd Avenue, West. CIP 21-76 in the amount of \$90,000. The opinion of probable project cost, which includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$75,000 (General Obligation \$25,000 and Special Assessment \$50,000).

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Brown

Approved By: [Signature]

The City of **Columbus**
NEBRASKA

**STREET IMPROVEMENT DISTRICT
#185**



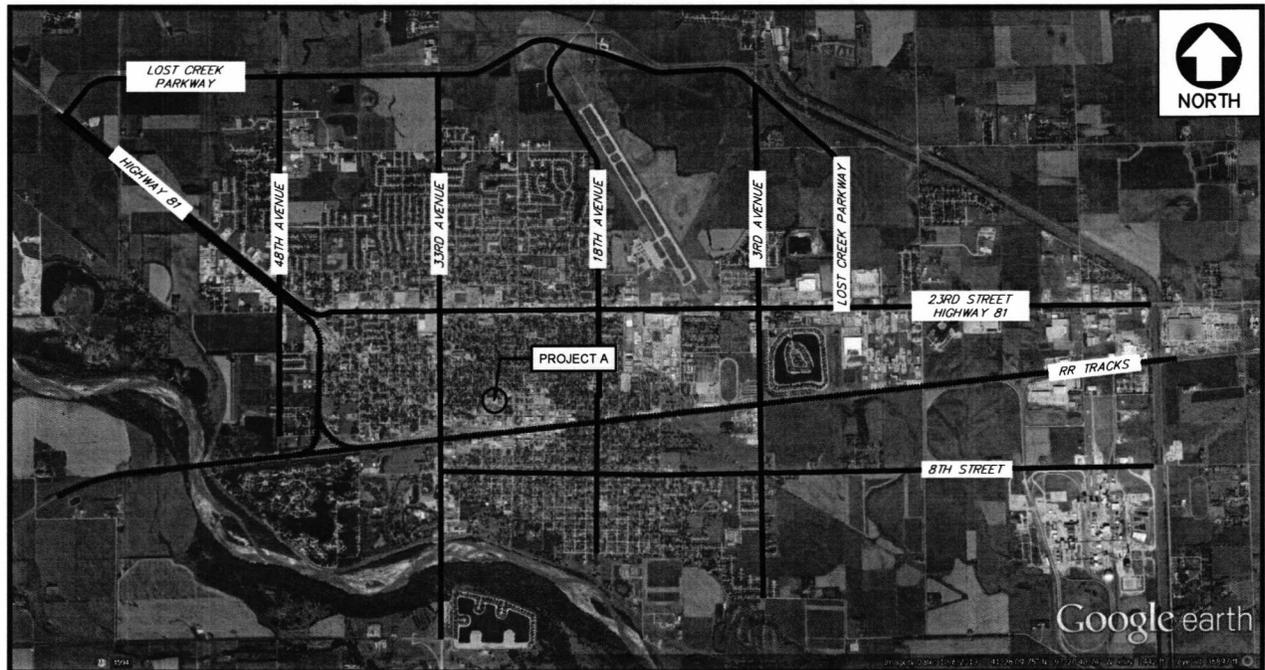
SITE LOCATION

SITE INDEX

PROJECT A: STREET IMPROVEMENT DISTRICT #185 - EAST 14TH AVENUE

The City of **Columbus**
NEBRASKA

STREET IMPROVEMENT DISTRICT
#186



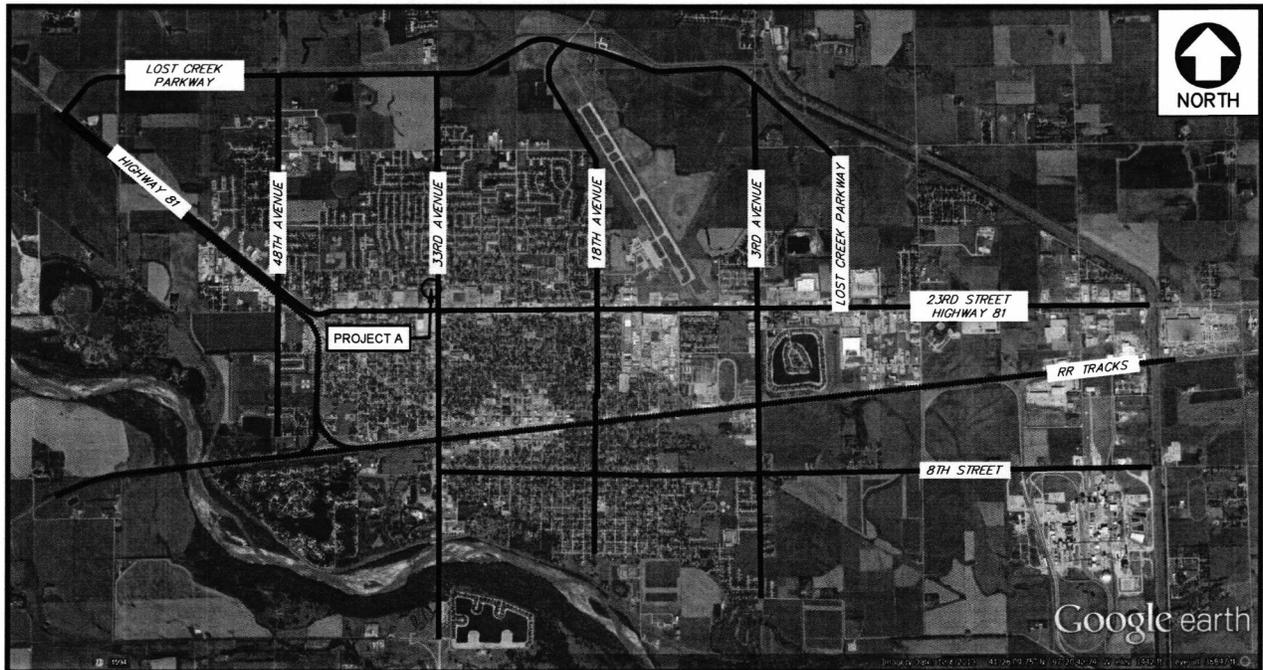
SITE LOCATION

SITE INDEX

PROJECT A: STREET IMPROVEMENT DISTRICT #186 - ALLEY BETWEEN 14TH & 15TH STREETS AND 28TH & 29TH AVENUES

The City of **Columbus**
NEBRASKA

**STREET IMPROVEMENT DISTRICT
#187**



SITE LOCATION

SITE INDEX

PROJECT A: STREET IMPROVEMENT DISTRICT #187 - 25TH STREET FROM 33RD AVENUE, WEST

13.F. Comments from mayor and city council members.

14. RESOLUTIONS

14.A. Resolution No. R21-19 amending Schedule of Fees to accommodate operations associated with permitting software.

RESOLUTION NO. R21-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES BY CHANGING THE APPLICATION FEES FOR BOARD OF ADJUSTMENT TO \$150, REZONING, SPECIAL USE PERMIT, AND PLANNED UNIT DEVELOPMENT TO \$500, AND VACATION OF STREET, ALLEY, OR EASEMENT TO \$200, DELETING APPLICATION FEE FOR SUBDIVISION, ADDING APPLICATION FEES FOR PRELIMINARY PLAT TO \$300 PLUS \$20 PER LOT REVIEW FEE, FINAL PLAT TO \$300 PLUS \$15 PER LOT REVIEW FEE, AND ADMINISTRATIVE OR MINOR PLAT TO \$300 FOR COMMUNITY DEVELOPMENT AND ENGINEERING DEPARTMENTS, PURSUANT TO THE ATTACHED AND INCORPORATED HEREIN SCHEDULE; TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus will be utilizing new permitting software and to be more efficient and citizen friendly, applications and payments will be submitted on-line.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Schedule of Fees is hereby amended to change the application fees for Board of Adjustment to \$150, rezoning, special use permit, and planned unit development to \$500, and vacation of street, alley, or easement to \$200, deleting application fee for subdivision, adding application fees for preliminary plat to \$300 plus \$20 per lot review fee, final plat to \$300 plus \$15 per lot review fee, and administrative or minor plat to \$300 for community development and engineering departments, a copy of which is attached hereto and incorporated herein by this reference.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT,
REZONING, SPECIAL USE PERMIT & SUBDIVISION**

Application:

Board of Adjustment	\$150
Rezoning/Special Use Permit/ Planned Unit Development (PUD)	\$500
Preliminary Plat	\$300 plus \$20 per lot review fee
Final Plat	\$300 plus \$15 per lot review fee
Administrative or Minor Plat	\$300

Other:

Administrative Fee	\$15
Complete Building Report	\$24 annually
Comprehensive Plan	\$35 plus tax
Land Development Ordinance	\$25 plus tax
Map Update Fee	\$ 25
Publications	Actual cost of publication
Signs (rezoning, special use & house moving)	\$15 plus tax
Zoning Verification Reports	\$25

**COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS
FACILITIES**

ENGINEERING

Application:

Vacation of street, alley, or easement	\$200
Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$50 minimum - \$100 if purchased from Engineering Dept. \$15 if purchased from Quest CDN
Publications	Actual cost of publication.

Other:

36" x 48" Print (Map)	\$8 per sheet plus tax
24" x 36" Print (Map)	\$6 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$4 per sheet plus tax
CD and mailing charge	\$5
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$20 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

The City of **Columbus**

MEMORANDUM

DATE: January 6, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Revisions to Fee Schedule for Permitting Software

RECOMMENDATION:

I recommend approval of the revisions in the Fee Schedule to accommodate and streamline operations associated with the City Permitting Software.

DISCUSSION:

In order to best utilize the permitting software, applications and payments will be submitted on-line. These permits include those for preliminary and final platting; administrative and minor platting; rezoning/special use/planned unit development; and street/alley/easement vacations. Attached is a proposed Fee Schedule noting the revisions in red. With the current fee schedule, all fees are itemized and some fees are not known until after the application has been approved and additional invoices need to be sent. If the fee schedule stays as is, it will require an applicant who submits and pays on-line to still be billed for fees following the application approval. It is currently and would remain an inefficient process. The proposed revisions to the Fee Schedule is to have a flat rate application fee that would cover all charges that are currently itemized

We have reviewed the applicable fees from the comparable communities of Kearney, Norfolk, Fremont and Grand Island many of which use a flat rate fee. In addition, we looked at actual billed amounts for various application types in Columbus over the past several months. Publication fees from the Telegram and Recording fees at the Register of Deeds office are actual costs and will vary depending on the size of the legal description and/or how many pages are filed. However, the proposed revised fees will cover a vast majority of our expenses most of the time. The revisions are closest in comparison to, and does not exceed, Kearney.

FISCAL IMPACT:

Actual costs to be covered with proposed revisions.

ALTERNATIVE:

Do not revise

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

14.B. Resolution No. R21-20 approving Amendment B to Standard Agreement and General Conditions between Owner and Construction Manager for community building project for temporary library relocation.

RESOLUTION NO. R21-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT B TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER FOR TEMPORARY LIBRARY SPACE AT THE FORMER POLICE STATION WITH BOYD JONES CONSTRUCTION COMPANY FOR THE COLUMBUS COMMUNITY BUILDING PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution R16-92 approved on August 15, 2016, the city entered into a contract with Boyd Jones Construction Company to provide construction management at risk services to the city; and

WHEREAS, the guaranteed maximum price, substantial completion date, and final completion date will be provided in future amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment B to the Standard Agreement and General Conditions between Owner and Construction Manager for temporary library space at the former police station with Boyd Jones Construction Company for the Columbus Community Building project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 500.1

AMENDMENT NO. B TO CONSENSUSDOCS 500 STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (GMP with Option for Preconstruction Services)

GENERAL INSTRUCTIONS. These instructions are solely for the information and convenience of ConsensusDocs users, and are not a part of the document. Gray boxes indicate where you should click and type in your project information. The yellow shading is a Word default function that displays editable text and is not necessary for document completion. Shading can be turned off by going to the Review tab, select "Restrict Editing" button and uncheck "Highlight the regions I can edit". In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the "¶" button under the "Home" tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
- Blue Boxes:** Instructions for fields that may or may not be required for a complete contract.
- Green Boxes:** Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.



ConsensusDocs® 500.1 – Amendment No. 1 to ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager (GMP with Option for Preconstruction Services) - ©2007, Revised September 2018. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: 50ACF231-5681

AMENDMENT NO. B TO ConsensusDocs® 500

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

**(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)**

Dated 02/01/2021.

The Owner and Construction Manager hereby agree to utilize this document to establish a "Limited Notice To Proceed" for work described in the Exhibit A to this document. All terms and conditions of the Agreement between the Owner and the Construction Manager dated August 15, 2016 and amended December 10, 2020, are applicable to all work under this Limited Notice To Proceed:

ARTICLE 1 LIMITED NOTICE TO PROCEED

The Owner hereby grants the Construction Manager Notice To Proceed for Work, which shall be referred to as "Temporary Columbus Library Space". Work shall be performed as defined in Exhibit A. The amount of this Limited Notice To Proceed shall be Three Hundred Fifteen Thousand Dollars (\$315,000.00) as defined in Exhibit A (Cost-Plus Budget, dated January 20, 2021, 1 page).

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work under this Amendment B is March 5, 2021.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work under this Amendment B is: March 12, 2021, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of 02/01/2021.

WITNESS: _____

OWNER: City of Columbus, Nebraska

BY: _____

PRINT NAME James Bulkley

PRINT TITLE Mayor

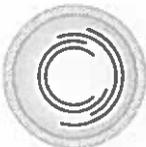
WITNESS:  _____

CONSTRUCTION MANAGER: Boyd Jones Construction Company

BY:  _____

PRINT NAME George Schuler

PRINT TITLE Senior Vice President of Integrated Services



END OF DOCUMENT.





January 20, 2021

Thank you for the opportunity to provide the following Cost-Plus proposal for the Temporary Columbus Library Space – Columbus, NE.

This price is based on:

- Plans from BVH dated December 29, 2020

Cost-Plus Budget – 1/20/2021 = \$315,000

*This LNTP serves as an amendment to our contract dated August 15, 2016 and amended December 10, 2020

Inclusions:

- Fire alarm work depicted on the drawings
- Replacement of several light fixtures within the space
- Plumbing work required to remove and cap the existing water fountain in the hallway on the 2nd floor
- Mulch material to infill at removed sidewalk area
- Installation of a new drop box system
- Five new fire extinguishers and cabinets
- Providing new scald prevention devices at existing sinks
- Providing grab bars at existing restrooms
- Installation of carpet salvaged from existing library
- Minor patching and painting of existing walls
- Replacement of the storefront door pivots
- New ADA compliant, residential style, door handles on existing doors to remain
- One new exterior door with hardware and replacement hardware for a 2nd exterior door
- Roof patch for existing roof leak at low roof
- Removal of existing single pane glass at interior windows including wood trim patch
- New stoop slab & footing
- New landscape retaining wall block wall to infill at removed exterior planter wall

Exclusions:

- Design Fees.
- Capital Facilities/Utilities Fees, development fees, etc.
- Hazardous Material Abatement.
- Moving of any furniture, fixtures, equipment from existing library to new, temporary space.
 - vonRenzell Van & Storage, Inc. moving fees are assumed paid directly by Owner

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Columbus Community Building, Boyd Jones Construction Company Amendment B to the Standard Agreement and General Conditions between Owner and Construction Manager

RECOMMENDATION:

I recommend approval of the authorization of the Mayor sign the Columbus Community Building, Boyd Jones Construction Company Amendment B to the Standard Agreement and General Conditions between Owner and Construction Manager

DISCUSSION:

Amendment B provides Boyd Jones a Limited Notice to Proceed for Temporary Library Services for limited renovation of the former police station as designed by BVH Architects. A detailed list of renovation work is listed in Exhibit A of the amendment. The cost of work is below the projected amount of the temporary relocation in the budget due to value engineering ideas and use of salvaged items and materials from the existing library. Work will begin immediately and is scheduled for completion in the first week of March.

The Guaranteed Maximum Price, Substantial Completion Date, and Final Completion Date will be provided in future amendment(s).

FISCAL IMPACT:

Cost plus not to exceed \$315,000. Part of CIP 20-30 for \$9,000,000.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

14.C. Resolution No. R21-21 approving agreement with Columbus Community Hospital, Inc. for ambulance services.

RESOLUTION NO. R21- 21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT FOR AMBULANCE SERVICES WITH COLUMBUS COMMUNITY HOSPITAL, INC., A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, Columbus Community Hospital (CCH) has requested City of Columbus, through its fire department and qualified EMS personnel, to provide CCH with supplemental and/or secondary ambulance services in Columbus, Nebraska; and

WHEREAS, the parties wish to enter into a one-year arrangement pursuant to the terms and conditions of the agreement; and

WHEREAS, the agreement can be extended for two (2) additional one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement for ambulance services with Columbus Community Hospital, 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT FOR AMBULANCE SERVICES (herein referred to as the "Agreement") entered into as of the dates indicated below, by and between Columbus Community Hospital, Inc., a Nebraska non-profit corporation (herein referred to as "CCH") and The City of Columbus, Nebraska, a political subdivision of the State of Nebraska (herein referred to as "City") to be effective as set out below.

RECITALS

WHEREAS, CCH has requested City, through its Fire Department and qualified EMS personnel, to provide CCH with supplemental and/or secondary ambulance services in Columbus, Nebraska; and

WHEREAS, CCH has made this request due to difficulties it is having with its current ambulance provider and a hospital bed shortage.

NOW, THEREFORE, based on the above premises and the mutual covenants hereinafter set forth, it is agreed between City and CCH as follows:

1. **TERM OF AGREEMENT.** The initial term of the Agreement shall be for one (1) year beginning on _____, 20___. This Agreement may be extended for two (2) additional one (1) year term upon the written consent of both parties for each additional term.

2. **AMBULANCE SERVICES PROVIDED BY CITY.** City agrees to provide to CCH such supplemental and secondary ambulance services (the "Services") as needed to meet the needs of the CCH (including non-emergent transportation) when no other ambulance service is available to CCH, and only if City personnel are available to provide the requested transportation. In performance of its services the City shall:

2.1 **Ambulances and Equipment.** Provide all ambulances and equipment necessary for City to provide Services under this Agreement. All such vehicles and equipment shall be owned or operated by City and shall meet all local, state and federal laws, regulations and standards for transporting patients. City shall be solely responsible for all maintenance, repair and other expenses associated with operating the ambulances and related equipment.

2.2 **Medical Director.** Be responsible for arranging for a Medical Director for the Services at the level required by current statute and regulation.

2.3 **Dispatch Services and Equipment.** Provide, at City's sole expense, all radios/dispatching equipment and dispatching services and personnel required to operate the Services under this Agreement.

2.4 **Qualified EMS Personnel.** Provide qualified EMS personnel holding such licensure or certification as is required by current statute and regulation as are necessary to operate the Services.

2.5 **Non-Discrimination.** Not discriminate against any patient on the basis of source of payment, sex, age, race, color, religion, origin, health status, or handicap in providing services under this Agreement.

2.6 **Limitation on When Services Provided.** City agrees to provide such supplemental or secondary ambulance services to CCH, only on an as-needed basis upon request by CCH. However, in all cases relating to this agreement, services shall be provided at the sole the direction of the Fire Chief, and/or their designee, on a case by case basis and only when providing such services will not reduce City's staffing for 911 EMS responses. City is not required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so.

2.7 **Limitation on Where Services Provided.** For the purpose of this agreement only, the services being provided by City are only from CCH to either a local long term care facility or the patient's local residence, and not to any facility or home that is outside of the boundaries of the rescue district of the City ambulance. The City may agree to waive this limitation in situations where there is an extreme need or emergency, for example if the hospital is on fire, natural disaster, etc.

3. **OBLIGATIONS AND ACKNOWLEDGMENTS OF CCH.**

3.1 **Request(s) to City for Services.** Prior to making a request to the City for ambulance services under this agreement, CCH shall first attempt to use other provides which it has access to.

3.2 **Billing.** City shall follow its standard billing process concerning those hospital patients who receive ambulance services pursuant to this Agreement. In situations where City is unable to collect from the individual to whom the services were provided, then after ninety (90) days from the date the service was rendered City may bill directly to the hospital for the ambulance service at its standard rates. CCH shall within thirty (30) days of receiving said invoice remit payment in full to City.

3.3 **Liability.** CCH acknowledges and agrees that there will be times when City will use its discretion and cannot or will not provide the services contemplated herein. Because the providing of the services contemplated herein are discretionary, in situations where the City elects not to provide said services, for whatever reason, CCH acknowledges and agrees that there shall be no liability incurred by or assigned to City in the situations where City cannot or will not provide the services.

4. **TERMINATION.** Either party may terminate the Agreement upon notice of its intent not to renew upon sixty (60) days' written notice to the other party prior to the end of a term. The Agreement may also be terminated as follows:

4.1 **For Cause.** Either party shall have the right to terminate this Agreement, for cause, upon thirty (30) days' written notice to the other party. Any such notice shall specify the cause upon which it is based. The alleged breaching party shall have thirty (30) days to cure the cause specified in the notice of termination, and if such cause cannot reasonably be cured within such thirty (30) day period, this Agreement shall not automatically terminate as long as the alleged breaching party has commenced to effect a cure within such thirty (30) day period and thereafter diligently and continuously proceeds to fully cure the cause that triggered the notice to terminate. This provision notwithstanding, after the thirty (30) day notice period, the non-breaching party may, in its sole discretion, determine that a cure will not be completed within a reasonable period of time and elect to terminate the Agreement at the end of the notice period or within any time period thereafter. It is understood and agreed by the parties that "cause" for termination subject to notice and cure under this paragraph includes material breach by either party of any of its obligations under this Agreement; or

4.2 **By CCH.** By CCH in the event that City's ambulance services loses its license to operate an ambulance service in Nebraska; or

4.3 **Without Cause.** By either party, without cause and without penalty, upon fifteen (15) day's written notice to the other party; or

4.4 **Supervening Law.** By either party upon notice to the other party specifying the date on which termination will become effective in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, with written notice to immediately follow; or upon ten (10) days' written notice accompanied by opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice.

5. **INSURANCE.** In order to adequately insure for liability arising out of the activities to be performed under this Agreement, City and CCH each agree to obtain and maintain in force and effect insurance in such amounts as the parties may mutually agree and as may be required by each party's bylaws, policies and procedures and the law, including but not limited to professional liability, general liability and directors and officers insurance coverage; provided however, City shall maintain general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Each party shall at sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for commercial liability, One Million Dollars (\$1,000,000) each and every occurrence for automobile liability, and applicable state statutory limits for workers' compensation. Such policies shall cover all of Services hereunder. In the event a party procures a "claims-made" policy to meet the insurance requirements herein, each party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this Agreement. Each party will furnish to the other, at least annually or upon renewal, a certificate of insurance evidencing all of the herein specified policies of insurance with an insurer and with limits meeting the requirements of this Agreement. Failure to maintain the required insurance, as set forth in this Agreement, may result in termination of this Agreement

6. **NOTICES.** Notices required to be or otherwise which are in writing shall be deemed duly served when personally received by one of the parties as set forth below, or in lieu of such personal services, when deposited in the United States mail, certified, postage prepaid, addressed to such party at the following addresses:

If sent to City, to:	If sent to CCH, to:
City of Columbus Attn: Fire Chief PO Box 1677 Columbus, NE 68602 and City of Columbus Attn: City Administrator 2424 14th Street Columbus, NE 68601	Columbus Community Hospital Attn: Chief Executive Officer 4600 38th Street Columbus, NE 68601

7. **INDEPENDENT CONTRACTOR.** This Agreement shall not create a joint venture, partnership or other business entity of any kind between the parties. Except as otherwise herein expressly provided, nothing contained in this Agreement shall constitute either party as the agent or legal representative of the other party, except as may be specifically set forth and agreed to by the parties hereto, nor create any fiduciary relationship between the parties. It is not the intention of the parties to create, nor shall this Agreement be construed as creating a general partnership. Neither party shall have the authority to act for or to assume any obligation or responsibility on behalf of the other party. The rights, duties, obligations and liabilities of the parties shall be severed and not joint or collective. Each party shall be responsible only for its obligations as herein set forth in this Agreement. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

8. **LIMITATION ON LIABILITY.** Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party.

9. **PRIVACY.** Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as coded at 42 USC §1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, as well as state confidentiality statutes and regulations, all collectively referred to herein as "Confidentiality Requirements." Each party agrees to enter into any further agreements as necessary to facilitate compliance with the Confidentiality Requirements.

10. **MISCELLANEOUS.** The following additional conditions shall apply throughout the term of this Agreement.

10.1 **Entire Agreement.** This Agreement constitutes the entire understanding between City and CCH and all prior negotiations of the parties have been merged into this Agreement. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

10.2 **Amendment.** No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.

10.3 **Waiver.** The waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.

10.4 **Assignment.** The parties hereto agree that neither shall assign this Agreement or the rights or obligations created thereby to any other person or party without the written permission of the other party to this Agreement.

10.5 **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of services under this Agreement, City and CCH shall make available, upon written request of the

Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of City and CCH as are necessary to certify the nature and extent of the cost hereunder.

10.6 **No Exclusion.** Each party represents and warrants that neither it nor any of its employees, affiliates, or subcontractors (collectively its “Agents”) are or have been excluded from participation, and are not otherwise ineligible to participate, in a “Federal Health Care Program” as defined in 42 U.S.C. 1320a-7b(f) or in any other governmental payment program.

10.7 **No Referral.** There is no agreement expressed or implied between the parties to this agreement pertaining to referrals of patients or business. City and CCH are expressly authorized and required to make all judgments regarding referrals solely on the basis of patient’s demonstrated clinical needs and abilities, and qualifications of facilities and practitioners.

10.8 **Binding Effect.** This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

10.9 **No Third Party Beneficiaries.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party’s permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

10.10 **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

10.11 **Governing Law.** This Agreement shall be subject to and governed according to the law of the State of Nebraska. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. To the extent possible, the Parties waive their rights to a jury trial.

10.12 **Non-Exclusive Arrangement.** The parties understand and agree that this is not an exclusive arrangement, and that the City may provide services for other facilities and that CCH may engage other providers to provide transportation services for its patients.

10.13 **Caption Headings.** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

((((REMAINDER OF PAGE LEFT INTENTIONALLY BLANK))))

IN WITNESS WHEREOF, the parties have signed this Agreement below to be effective as written above.

COLUMBUS COMMUNITY HOSPITAL

THE CITY OF COLUMBUS, NEBRASKA

By: Michael Hansen

By: _____

Its: Chief Executive Officer

Its: Mayor

Date: JAN. 13th, 2021

Date: _____, 2021

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**Columbus Fire Department
Memorandum
For Record**

DATE: January 26th, 2021

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Transport Agreement with Columbus Community Hospital (CCH)

RECOMMENDATION: The City Council ratify the agreement with CCH for ambulance transport limited to hospital to home or facility transports on an as needed basis.

DISCUSSION: To address occasional hospital bed shortages, CCH has requested the City, through its Fire Department and qualified EMS personnel to provide CCH with supplemental ambulance services in Columbus. Service is limited to transports from CCH to either a local long term care facility or the patient's local residence, and not to any facility or home that is outside of the boundaries of the rescue district of the City ambulance.

Under the agreement, such requests are on a case-by-case basis, only at the direction of the Fire Chief, and cannot be approved if it will reduce the City's staffing of 911 EMS responses. City is not required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so.

The City may agree to waive this limitation in situations where there is an extreme need or emergency, for example if the hospital is on fire, natural disaster, etc. Hospital beds were in short supply during the COVID-19 pandemic. This practice benefits the entire community.

FISCAL IMPACT:

Volunteers are utilized whenever possible so as to increase their experience and not result in overtime.

ALTERNATIVES: None comparable.

SIGNATURE:

BY 

APPROVED BY: 

APPROVED BY: _____

14.D. Resolution No. R21-22 approving permanent drainage easement agreement with Brad S. Luchsinger, Christine C. Luchsinger, and Todd A. Luchsinger for Street Improvement District No. 185.

RESOLUTION NO. R21-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PERMANENT DRAINAGE EASEMENT AGREEMENT WITH BRAD S. LUCHSINGER, CHRISTINE C. LUCHSINGER, AND TODD A. LUCHSINGER; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT THEREWITH.

WHEREAS, the City is in need of permanent drainage easements on the property of Brad S. Luchsinger, Christine C. Luchsinger, and Todd A. Luchsinger as it relates to Street Improvement District No. 185; and

WHEREAS, LUCHSINGERS are willing to grant said permanent drainage easements in exchange for the city installing at least six (6) "stub-out inlets" in the flow line of the west ditch along East 14 Avenue, which is adjacent to their property; and

WHEREAS, a permanent drainage easement agreement has been prepared setting forth the agreement of the parties, a copy of which is attached hereto and incorporate herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the permanent drainage easement agreement with Brad S. Luchsinger, Christine C. Luchsinger, and Todd A. Luchsinger, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: E. 14th Avenue Permanent Drainage Easement

RECOMMENDATION:

I recommend approval of the Resolution and Agreement for a permanent drainage easement with Brad S Luchsinger, Christine C. Luchsinger, and Todd A. Luchsinger associated with Street Improvement District (SID) No. 185, East 14th Street from 23rd Street to the North Corporate Limits

DISCUSSION:

The perpetual permanent drainage easement is 17-feet in width abutting the west E. 14th Avenue right-of-way or the east line of the two tracts of the Luchsinger property along SID No. 185. The easement, along with the construction of storm sewer stub lines as part of the SID No. 185 project, will allow for better drainage and less ponding of stormwater in the existing ditch in the easement area.

FISCAL IMPACT:

None.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Drainage Easement Agreement is made by and between the City of Columbus, Nebraska, a municipal Corporation (herein referred to as 'CITY'), and Brad S. Luchsinger, Christine C. Luchsinger and Todd A. Luchsinger (herein referred to as 'LUCHSINGERS').

THE PARTIES HEREBY COVENANT, STIPULATE AND AGREE TO AS FOLLOWS:

1. **DESCRIPTION OF REAL ESTATE**: LUCHSINGERS own the following described real estate (herein referred to as "the real estate"):

The S ½ NE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska;

and

The N ½ NE ¼ SE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

2. **PREPUTIAL AND PERMANENT DRAINAGE EASEMENTS THAT RUN WITH THE LAND**: LUCHSINGERS hereby grants to CITY permanent drainage easements as follows:

a. **LOCATION OF EASEMENTS**: The location of the permanent drainage easements (herein referred to as "the easement area") shall be:

Tract No. 1

A Permanent Drainage Easement located in the S ½ NE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows:

The West 17.00 feet of the East 50.00 feet of the S ½ NE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, containing 22632 square feet more or less.

Tract No. 2

A Permanent Drainage Easement located in the N ½ NE ¼ SE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows:

The West 17.00 feet of the East 50.00 feet of the North 472.86 feet of the N ½ NE ¼ SE ¼ Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, containing 8039 square feet more or less.

Said easement area is more specifically defined and shown on the attached "Exhibit A", which is fully incorporated herein by this reference.

b. **PURPOSE OF EASEMENTS**: These preputial permanent drainage easements are granted to CITY, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described easement area, for the purposes of constructing, maintaining, repairing and/or operating a drainage way and any desired or necessary appurtenances. CITY, its successors, assigns, employees, agents, contractors, invitees and licensees, are further hereby granted the right of ingress and egress to and from the easement area to carry out these functions and rights. LUCHSIGNERS agree that no grading, fill material, embankment work, buildings, improvements or other structures, shall be placed in, on, over, or across said preputial permanent drainage easements by LUCHSIGNERS, their successor or assigns, without the express written consent of the CITY, its successor or assigns, which may be granted or allowed in CITY's sole discretion.

c. **DURATION OF EASEMENT, AND RUNNING WITH THE LAND**: The

permanent drainage easements shall be preputial and shall run with land (the real estate and the easement area described herein). The permanent drainage easements shall be binding upon the heirs, successors, tenants, and assigns of LUCHSINGERS and shall inure to the benefit CITY, its successors, assigns, employees, agents, contractors, invitees and licensees.

- d. **CLEAR TITLE**: LUCHSINGERS, for themselves and their heirs, executors and administrators, do confirm to CITY and its assigns, that they are well seized in fee of the above-described the real estate and the easement area and that they have the right to grant and convey these preputial permanent drainage easements in the manner described herein. LUCHSINGERS, their heirs, executors and administrators, shall warrant and defend these preputial permanent drainage easements to CITY and its assigns against the lawful claims and demands of all persons.

3. **INSTALLATION OF "STUB-OUT INLETS"**: In exchange for LUCHSINGERS granting the aforementioned permanent drainage easements, CITY shall install at least six (6) "stub-out inlets" in the flow line of the west ditch along East 14th Avenue, adjacent to the real estate described herein owned by LUCHSINGERS, for the purpose of attempting to help alleviate the backup of water. The installation of these "stub-out inlets" shall be done at no cost to LUCHSINGERS.

4. **MAINTENANCE**: CITY will maintain, at its sole expense, the permanent drainage easements and any improvements (including the stub-out inlets) located thereon.

5. **APPLICABLE LAW**: This Agreement shall be subject to and governed according to the laws of the State of Nebraska.

6. **EFFECTIVE DATE**: This Agreement shall take effect the date it is executed by all Parties.

7. **WAIVER**: Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.

8. **BINDING EFFECT**: This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties).

9. **MODIFICATION**: No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.

10. **ASSIGNMENT**: The parties agree that neither shall assign this Agreement or the rights or obligations created thereby to any other person or party without the written permission of the other party to this Agreement.

11. **SEVERABILITY**: Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

12. **APPLICABLE LAW**: The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties.

13. **SINGULARS / PLURALS / CONTEXT**: Whenever required by the context, in this Agreement the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

14. **CAPTION HEADINGS**: Caption Headings in this Agreement are for convenience only

and are not to be used to interpret or define the provisions of the Agreement.

15. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior Agreements, whether oral or written, between the parties; and, this Agreement and embodies a full and complete understanding of the parties.

16. **AUTHORIZATION:** LUCHSINGERS execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the LUCHSINGERS, or with any law, regulation, or court order that is applicable to the LUCHSINGERS in any way.

Duly executed this _____ day of January, 2021, by Brad S. Luchsinger, Christine C. Luchsinger and Todd A. Luchsinger:

By: _____
Brad S. Luchsinger

By: _____
Christine C. Luchsinger

By: _____
Todd A. Luchsinger

Duly executed this _____ day of January, 2021, by the City Of Columbus:

By: _____
James B. Bulkley, Mayor of the City Of Columbus

((((Remainder of Page Left Intentionally Blank))))

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Brad S. Luchsinger, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of January, 2021.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Christine C. Luchsinger, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of January, 2021.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Todd A. Luchsinger, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of January, 2021.

Notary Public

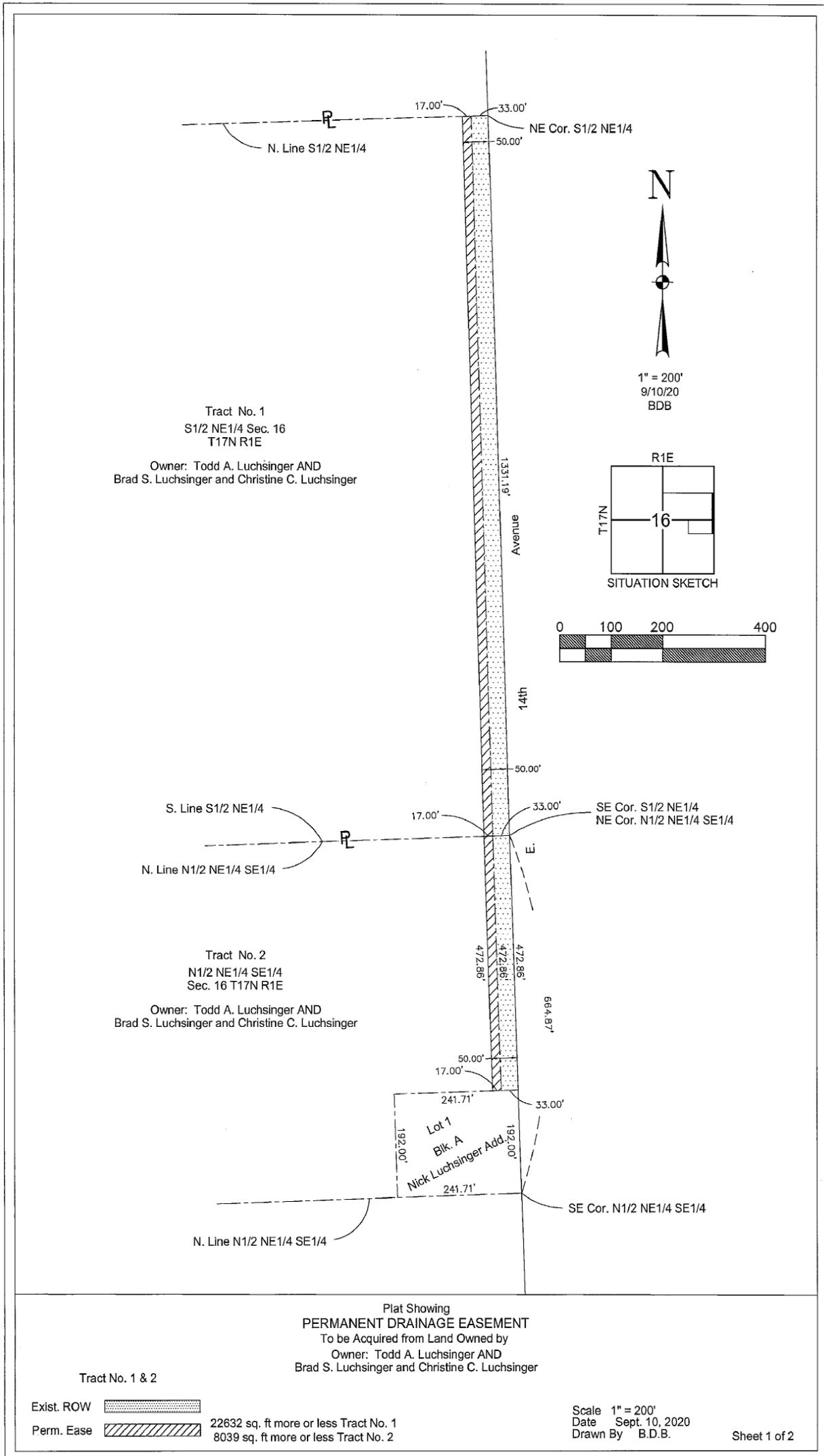
STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

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

Dated this _____ day of January, 2021.

Notary Public

“EXHIBIT A”



**Permanent Easement
Tract No. 1**

A Permanent Easement for utility purposes located in the S1/2 NE1/4 Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows:

The West 17.00 feet of the East 50.00 feet of the S1/2 NE1/4 Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County Nebraska, containing 22632 square feet more or less.

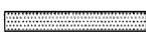
**Permanent Easement
Tract No. 2**

A Permanent Easement for utility purposes located in the N1/2 NE1/4 SE1/4 Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows:

The West 17.00 feet of the East 50.00 feet of the North 472.86 feet of the N1/2 NE1/4 SE1/4 Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte county Nebraska, containing 8039 square feet more or less.

Plat Showing
PERMANENT DRAINAGE EASEMENT
To be Acquired from Land Owned by
Owner: Todd A. Luchsinger AND
Brad S. Luchsinger and Christine C. Luchsinger

Tract No. 1 & 2

Exist. ROW 

Perm. Ease 

22632 sq. ft more or less Tract No. 1
8039 sq. ft more or less Tract No. 2

Scale 1" = 200'
Date Sept. 10, 2020
Drawn By B.D.B.

Sheet 2 of 2

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING

17.A. Ordinance No. 21-04 amending multiple sections of Chapter 33 of Title III of Columbus City Code to update and make organizational changes for the fire department.

ORDINANCE NO. 21-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING MULTIPLE SECTIONS OF CHAPTER 33 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE AND MAKE ORGANIZATIONAL CHANGES FOR THE FIRE DEPARTMENT; 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.

WHEREAS, Chapter 33 of the Columbus City Code addresses the structure and administration of the City's fire department; and

WHEREAS, the City desires to revise portions of Chapter 33 of the Columbus City Code for purposes of simplification of the code, to similarly align the code with comparable cities, to remove redundancies with state law, and to include both paid and volunteer in references where applicable.

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

Section 1. That Section 33.01 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 33.01 FIRE DEPARTMENT CREATED

There is hereby created a fire department for the city which shall consist of a fire chief and as many officers and firefighters as is deemed appropriate by the mayor and city council, whether they be volunteer or paid. The fire chief shall be appointed by the mayor, subject to the approval of the city council, from a list of suitable persons supplied by the Civil Service Commission. The fire chief shall have such powers and authority and shall perform such duties as are provided by the provisions of this code, state law, and city ordinances, rules and regulations.

Section 2. That Section 33.02 of Chapter 33 of Title III of the Columbus City Code as it is current written shall be deleted and repealed, and said section shall be replaced with and revised to read as follows:

§ 33.02 DUTIES OF CHIEF; OFFICERS

The fire chief shall have full control and supervision over all paid and volunteer firefighters. Said control and supervision shall be subject to: the authority vested in the city administrator for oversight as to all departments of the city, and the authority of the mayor and city council; the fire chief shall be accountable to the city administrator, mayor and city council for the proper and faithful performance of their duties. In the absence or inability of the fire chief, or during such hours of the day as the fire chief may be off duty, the fire chief's powers and duties shall be exercised by the chief's designee.

Section 3. That Section 33.04 of Chapter 33 of Title III of the Columbus City

Code be amended and revised to read as follows:

§ 33.04 ORGANIZATION – VOLUNTEER FIRE DEPARTMENT

The organization of volunteer firefighters shall be known as the Columbus Volunteer Fire Department, and shall be a part of the fire department of the city. In all matters referred to in this section, however, the volunteer fire department and the companies thereof shall be subject to the control, direction, and approval of the fire chief. The volunteer fire department shall be allowed to elect executive and financial officers for the organization, notwithstanding its own constitution and bylaws, and state law, raise funds for its fraternal benefit, and establish and keep a trust fund(s) as allowed under state law.

Section 4. That Section 33.05 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 33.05 EMPLOYMENT OF FIREFIGHTERS

The mayor and city council are hereby authorized to employ paid firefighters selected from candidates recommended by the chief of the fire department, the list of which is supplied by the Civil Service Commission. The paid firefighters are to be under control, direction, and approval of the fire chief. Any disciplinary action in regard to a paid firefighter shall be as provided by the City Personnel Policy Manual, the Nebraska Civil Service Act, and the Collective Bargaining Agreement.

Section 5. That Section 33.06 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 33.06 APPOINTMENT OF VOLUNTEER OFFICERS

The mayor and city council are hereby authorized to appoint the assistant fire chief and the training safety officer as selected by the fire department, and are to be under control and direction of the fire chief. Said officers shall be recommended as follows:

(A) The assistant chief is recommended by popular vote of the volunteer fire department in January of every even-numbered year. The training safety officer is recommended by the fire chief in January of every odd-numbered year, with approval of the volunteer fire department and bargaining unit of the paid firefighters. The assistant chief and training safety officer shall, at a regular meeting of the city council prior to the first day of May of each year, be appointed by the mayor, subject to the approval of the city council, and shall hold office for two years or until the appointment and qualification of the successor.”

(B) The officers shall receive a stipend as determined and approved by the mayor and city council. The officers shall receive the same benefit package as is provided to other volunteer firefighters. Group health insurance and other benefits available to regular part-time and full-time employees are not applicable to volunteer firefighter officers.

Section 6. That Section 33.08 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 33.08 ASSISTANT FIRE CHIEF, FIRE TRAINING AND SAFETY OFFICER DUTIES

It shall be the duty of the assistant chief of the fire department to assist the chief in matters pertaining to the fire department. It shall be the duty of the fire training and safety officer to assist the chief and assistant chief, in the performance of their duties, and the fire training safety officer shall coordinate of all fire practice and training activities, and shall chair the Fire Department Safety Committee. The training safety officer shall be regarded at the same rank level as a captain of the fire department.

Section 7. That Section 33.13 of Chapter 33 of Title III of the Columbus City Code shall be deleted and repealed.

Section 8. That Section 33.28 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 33.28 RESISTING FIRE POLICE; IMPERSONATING A FIREFIGHTER

Any person who shall resist an active member of the fire department during all fires at which the department, or any portion thereof, is on duty at such time, shall be subject to a similar penalty as for resisting the city police. Any person who shall impersonate an active member of the fire department, including wearing of the uniform, shall be subject to similar penalty as for impersonating a police officer.

Section 9. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 10. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

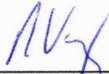
PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**Columbus Fire Department
Memorandum
For Record**

DATE: December 28, 2020

TO: City Administrator Tara Vasicek
FROM: Fire Chief Dan Miller
THROUGH: NA
SUBJECT: City Code changes re: Fire Department

RECOMMENDATION:

To approve City Code changes as recommended by Fire Department.

DISCUSSION:

Over the last year, the Fire Department Reorganizational Sub-committee developed recommended changes to the City Code relative to the Fire Department's general organizational structure. The recommended changes simplify the code, align the code with comparable cities, to remove redundancies with State law, and include references to both paid and volunteer where applicable. In addition to repealing redundancies with State law and for simplification of the code, changes also include:

- Process for appointment of career Fire Chief
- Making volunteer Assistant Chief and volunteer Training Safety Officer two-year terms
- Clarifications to acting in the absence of the Fire Chief
- Modifications and clarifications to Volunteer Fire Department organization
- Volunteer Fire Department trust fund(s) alignment with State law
- Disciplinary procedures clarification regarding paid firefighters
- Penalty for resisting firefighters and impersonation of a firefighter
- Paid and volunteer firefighter reference changes where applicable

The ordinance as amended and approved by the Fire Department is attached as drafted by the City attorney.

FISCAL IMPACT:

None.

ALTERNATIVES:

None recommended.

SIGNATURE:

BY  _____

APPROVED BY:  _____

APPROVED BY: _____

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**