

City Council Regular Meeting
Monday, July 15, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

A. Minutes of July 1, 2019, City Council meeting.

B. Resolution No. R19-105 approving Lease to Hangar Aircraft with Ignite Aero, LLC for Hangar No. 1508-4.

C. Resolution No. R19-106 authorizing payment on various improvement projects.

D. Finance Department reports.

E. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Application of Oborny Group, LLC to rezone property at 2311 and 2319 11 Street from "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District). (Planning Commission recommends approval.)

1. Ordinance No. 19-19 approving rezoning.

B. Public hearing - Application of Oborny Group, LLC for special use permit to allow a second floor single-family residence in a "B-1" (Central Business District) zone located at 2311

11 Street. (Planning Commission recommends approval.)

1. Ordinance No. 19-20 approving special use permit.

C. Public hearing - Application of Panda, Inc. to rezone property located at 2518 and 2510 22 Street from "R-1" (Single-Family Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval contingent upon the purchase of property being finalized.)

1. Ordinance No. 19-21 approving rezoning.

D. Public hearing - Application of Foreman Lumber for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located at 3920 23 Street. (Planning Commission recommends approval with all storage to be inside the building and contingent upon all required easements being received.)

1. Ordinance No. 19-22 approving special use permit.

2. Resolution No. R19-107 accepting a dedication from Foreman Lumber for a sanitary sewer easement on the east 20 feet of Lots 1, 2, and 3, Foreman Subdivision (3920 23 Street).

3. Resolution No. R19-108 accepting a dedication from Foreman Lumber for a drainage easement on Lots 2 and 3, Foreman Subdivision, a minor subdivision of Lot 8, except the north 60 feet, the west 30 feet, and the south 5 feet, Block A, Randall 3rd Addition (3920 23 Street).

E. Public hearing - Application of Lance Lehr for special use permit to allow a campground in a "B-2" (General Commercial District) zone located at 3518 South 9 Street. (Planning Commission recommends approval with contingencies.) (Request received from applicant to continue the public hearing to August 19, 2019.)

F. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and subdivision agreement of Meadow View Addition (south of the intersection of 51 Avenue and 37 Street). (Planning Commission recommends approval.)

1. Public hearing - Determine whether Meadow View Addition should be included within corporate city limits. (Planning Commission recommends approval.)

2. Resolution No. R19-109 approving final plat, subdivision agreement, and bringing addition into corporate city limits.

G. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and subdivision agreement of Meadow Ridge Seventh Addition (west and north of the intersection of 42 Street and 54 Avenue). (Planning Commission recommends

approval.)

1. Public hearing - Determine whether Meadow Ridge Seventh Addition should be included within corporate city limits. (Planning Commission recommends approval.)
2. Resolution No. R19-110 approving final plat, subdivision agreement, and bringing addition into corporate city limits.

H. Public hearing - Application of Meadow Ridge Properties, LLC to rezone property in vicinity of 3500 block of 51 Avenue from "RR" (Rural Residential District) to "R-2" (Urban-Family Residential District). (Planning Commission recommends approval.)

1. Ordinance No. 19-23 approving rezoning.

I. Public hearing - Application of Meadow Ridge Properties, LLC to rezone property in vicinity north of 54 Avenue and west of 42 Street from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

1. Ordinance No. 19-24 approving rezoning.

J. Public hearing - Citizen's Advisory Review Committee report of activities presented in accord with the Columbus Economic Development Plan.

K. Public hearing - Application of Castellanos Moracen dba King Bar for Retail Class "I" Beer, Wine, and Distilled Spirits, On Sale Only liquor license at 4704 Howard Boulevard.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - July 8, 2019

1. Request of Meadow Ridge Properties, LLC to vacate 51 Avenue south of 37 Street.

B. COMMITTEE OF THE WHOLE - July 15, 2019

1. Fiscal Year 2019-2020.

- a. One Percent Restricted Funds Authority Increase.

b. Pay Plan.

c. Fee Schedule.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

- A. Application of Meadow Ridge Properties, LLC for preliminary plat of Deer Run Estates Second Subdivision (5800 block of Shady Lake Road). (Planning Commission recommends approval.)
- B. Application of Duncan Volunteer Fire Department for Special Designated Liquor License in parking lot area at 2460 East 1 Avenue, 8 a.m. to 12 midnight, September 7, 2019, for community tailgate party.
- C. Application of Cork & Barrel, LLC for addition to licensed premise at 1354 27 Avenue, Suite 50, for 32 ft. x 6 ft. outdoor patio sidewalk seating area.
- D. Quote from Lincoln Winwater Company in the amount of \$11,288.36 for water distribution system upgrades.
- E. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-111 approving request from Columbus Area Arts Council to use the Columbus Public Library, 2504 14 Street, to serve alcohol on August 22, 2019, from 6:30 p.m. to 8:30 p.m. for reception.
 - 1. Application of Columbus Area Arts Council for Special Designated Liquor License at 2504 14 Street, 6:30 p.m. to 8:30 p.m. for reception.
- B. Resolution No. R19-112 awarding bid to Obrist & Company, Inc. in the amount of \$320,492 for Sewer Extension District No. 45 and Water Extension District No. 63. (48 Avenue from 42 Street to Lost Creek Parkway.)
- C. Resolution No. R19-113 approving bid from VRL Construction dba Rathman-Manning Construction in the amount of \$575,438.55 for Snow Removal Equipment Building at Columbus Municipal Airport.
- D. Resolution No. R19-114 approving agreement with EMS Billing Services, Inc. for ambulance billing and collection services at a rate of 10 percent of amount collected.

15. ORDINANCES ON FIRST READING

A. Ordinance No. 19-25 creating Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).

1. Plans, specifications, and estimate of cost in the amount of \$700,000 for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue) and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

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

A. ARL Credit Services

19. UNFINISHED BUSINESS

A. Discussion of legal steps with City Attorney regarding City Code/Zoning Code violations and potential litigation concerning goats on private property.

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on July 1, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Police Chief Chuck Sherer.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of June 17, 2019, City Council meeting.**
 - 4.B. **Reappointment of Keith Gilmore to Board of Appeals for three-year term.**
 - 4.C. **Reappointment of Linda Cloeter, Keith Kline, and Robert Kloke to Employee Pension Committee for two-year terms.**
 - 4.D. **Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Richard Jablonski (Board of Directors) to the Northeast Nebraska Economic Development District for one-year terms.**
 - 4.E. **Resolution No. R19-102 adopting city council rules.** Resolution No. R19-102 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE

CITY OF COLUMBUS, NEBRASKA, ADOPTING THE RULES OF THE CITY COUNCIL IN ACCORD WITH SECTION 30.20 OF CHAPTER 30 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE); AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

- 4.F. Resolution No. R19-103 authorizing payment of various improvement projects.** Resolution No. R19-103 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: CATHER & SONS CONSTRUCTION, INC. - ASPHALT PAVING IMPROVE \$219,760.22; ERIKSEN CONSTRUCTION CO., INC. - WWTF PHASE 4 \$600,182.04; GEHRING CONSTRUCTION & READY MIX CO., INC. - CONCRETE PAVE IMPROVE \$137,788.42.
- 4.G. Payroll and bills on file.** 7/12/2019 Payroll \$659,960.98; A & D Technical Supply Co., Inc. – Supplies 36.14; A to Z Messaging – Subscription 2,684.00; Ace Hardware & Garden Center – Supplies 18.90; Lavina Adkisson – Pension 609.00; Affordable Overhead Doors – Service 79.50; All My Sons Moving & Storage – Service 2,189.42; All Star Auto Glass of Columbus – Service 44.95; Alley Poyner Macchietto Architecture, Inc. – Library Project 4,630.11; Amazon – Supplies 723.90; American Red Cross – Training 714.00; Anderson Ford Lincoln Mercury – Police Vehicles 69,558.00; Aqua-Chem, Inc. – Chemicals 3,198.45; Asphalt & Concrete Materials – Supplies 3,884.78; Awards & Engraving – Supplies 43.70; Beard-Warren Heating & Air Conditioning – Supplies 19.90; Bibliotheca LLC – Supplies 4,592.61; Frank J Blahak Jr – Pension 762.00; Bomgaars – Supplies 454.00; Cather & Sons Construction, Inc. – Asphalt Paving Improvements 219,760.22; Center Point Large Print – Supplies 89.28; Central Parts & Machine – Supplies 747.69; City of Columbus – Utilities 9,458.68; Columbus Custom Embroidery – Supplies 43.00; Columbus Plumbing Co. – Service 99.00; Columbus Tire & Service, Inc. – Service 384.60; Consolidated Management Co. – Meals 272.99; Consolidated Water Solutions – Chemicals 5,500.00; Continental Research Corporation – Supplies 4,638.68; Core & Main LP – Supplies 323.80; Cornhusker Public Power District – Utilities 925.88; Creative Sites LLC – Frontier Park Playground 15,205.00; Culligan of Columbus – Supplies 154.25; Cutting Edge Lawn Care Service – Service 300.00; Daniel Christian Music – Service 675.00; Danko Emergency Equipment – Supplies 538.53; DAS Manufacturing, Inc. – Supplies 616.04; DAS State Accounting – Service 704.00; Downtown Business Association – Advertising 125.00; Eakes Office Solutions – Supplies 2,639.02; Edison Lighting Supply & Distribution LLC – Supplies 260.66; Electrical Engineering & Equipment Co. – Supplies 269.16; Electronic Engineering –

Supplies 101.34; Eriksen Construction Co., Inc. – Wastewater Treatment Facility Improvements 600,182.04; Ernst Auto Center – Supplies 76.61; Fedex – Postage 19.12; First National Bank & Trust Company – Service 250.69; Jonathan & Ellorie Focht – Service 428.00; Galls LLC – K-9 Program 649.47; Gaver Tire & Auto Center, Inc. – Service 38.50; Gehring Construction & Ready-Mix Company – 2019 Paving Improvements 137,788.42; Gilmore & Associates, Inc. – SED Deer Run Estates 11,760.00; Doris Grabo – Mail Box 53.39; Graduate Lincoln – Lodging 774.00; Hach Company – Supplies 504.60; Hadley-Braithwait Company – Supplies 414.49; Hawkins, Inc. - Chemicals 2,164.51; HDR Engineering, Inc. – School and Pedestrian Crossing Evaluation 5,161.20; HDR Engineering, Inc. – North Sanitary Sewer Collection System Study 10,847.79; Hometown Leasing – Supplies 177.97; Brad Hruska – Expenses 18.21; Impact Telecom – Utilities 56.64; Ingram Library Services, Inc. – Supplies 2,726.54; JEO Consulting Group, Inc. – Service 2,683.00; Gregory Jochum – Refund 87.35; Kelly Supply Company – Supplies 210.86; Kirkham Michael – Snow Removal Equipment Building 23,150.48; Janelle Kline – Expenses 90.27; Lakeview Small Engine, Inc. – Supplies 238.31; Lawson Products, Inc. – Supplies 64.80; Lincoln Winwater Works – Supplies 5,336.29; Heather N. Lindsley – Expenses 89.67; Loup Power District – Utilities 8,267.47; Mail Prep ETC – Postage 2,628.00; Mid-American Research Chemical – Supplies 1,088.00; Mid-State Engineering & Testing, Inc. – Service 2,384.00; Midwest Mini Melts – Supplies 1,372.50; Mike Henke, Inc. – Training 500.00; Mountain View LLC – Supplies 549.86; Municipal Pipe Tool Co. LLC – Supplies 948.36; National Enquirer – Subscription 129.48; NATP – Training 105.00; Nebraska Association of Polygraph Examiners – Membership 75.00; Nebraska Department of Transportation – Share of Van Proceeds 10,015.00; Nebraska Department of Labor – Service 60.00; Nebraska Environmental Products – Supplies 531.11; Nebraska Golf & Turf, Inc. – Supplies 1,307.63; Nebraska Public Health Environmental Laboratory – Service 690.00; Nebraska-Iowa Industrial Fasteners Corp. – Supplies 76.65; Newman Traffic Signs – Supplies 1,545.00; Northeast Nebraska Economic Development District – Grants 2,697.00; Northwest Electric LLC – Supplies 643.44; Novicki Fire Prevention Services – Service 220.00; NSA/POAN Conference – Training 245.00; Obrist & Co., Inc. – Service 130.00; Occupational Health Services – Service 3,339.00; Officenet – Supplies 348.91; Olson’s Pest Technicians – Service 287.00; Omaha Children’s Museum – Service 381.00; Victoria Osten – Expenses 113.88; Pace Analytical Services LLC – Service 705.00; Paragon Consulting Services, Inc. – Service 747.50; The Parts Bin – Supplies 332.07; Pepsi Bottling Group – Supplies 725.23; Petty Cash – Expenses 46.50; Platte County – Contract 3,022.07; Platte Valley Humane Society – Payment 20,000.00; Pollard Water #3325 – Supplies 1,198.56; Presto-X – Service 191.00; Pyramid Tarp & Repair LLC – Service 259.00; Reardon Lawn & Garden, Inc. – Supplies 306.91; Recorded Books LLC – Supplies 438.09; Recreation Supply Company – Supplies 210.90; RVW, Inc. – Fiber Optic Network 15,201.92; Sapp Bros Petroleum, Inc. – Fuel 11,615.96; Security Equipment, Inc. – Service 624.00; Sempek Paint & Repair – Service 562.50; Sherwin-Williams Co. – Supplies

1,775.00; Shevlin Supply – Supplies 504.91; Sirius Computer Solutions, Inc. – Fiber Optic Network 95,160.00; Sirius Computer Solutions, Inc. – Police Station Facility 18,470.40; Sirius Computer Solutions, Inc. – Fire Station Facility 17,179.20; SouthernCarlson, Inc. – Supplies 14.48; Sunbelt Rentals, Inc. – Service 847.09; Super Saver – Supplies 75.17; Sysco Lincoln – Supplies 14,910.50; T-Bone Delivery – Fuel 5,821.01; Thomson Reuters-West – Publications 1,058.00; Tire Outlet, Inc. – Service 346.00; Truck Center Companies – Service 409.92; TSP, Inc. – Frontier Park Restroom 1,035.25; Turfwerks – Supplies 781.89; Tworek Welding & Repair – Water Meter Covers 13,790.00; Tworek Welding & Repair - Service 577.00; U & I Sanitation Service – Service 41.75; USA Blue Book – Supplies 1,688.33; Walmart – Supplies 1,600.61; West Point Implement of Columbus – Supplies 1,112.88; Gary Zimmerer – Refund 66.25. Total \$2,098,210.52.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:**
 - 7.A. **Public hearing - Application of SPSASA LLC dba Parkview Express for Retail Class "D" Beer, Wine, Distilled Spirits, Off Sale Only liquor license at 771 33 Avenue.** No public testimony was heard. The public hearing closed and the application of Parkview Express was approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 7.A.1. **Application of Steven J. Blohm as manager of Parkview Express.** The application of Steven J. Blohm as manager of Parkview Express was approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **COMMITTEE OF THE WHOLE - July 1, 2019**
 - 10.A.1. **Request for city to support the concept of a children's museum in Columbus and hire a Children's Museum Project Development Coordinator and create a Children's Museum Advisory Board pending grant funding.** The Committee of the Whole recommended to the mayor and council to proceed with the plan to hire a Children's Museum Project Development Coordinator once funding is available and create a Children's

Museum Advisory Board. Bulkley explained that this is the initial step of a large process and noted that no city funds are being used. The report 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".

11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Appointment of Elicia Micek to Employee Pension Committee for two-year term.** The mayor's appointment of Elicia Micek to the Employee Pension Committee was ratified 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".
 - 13.B. **Application of Tom J. Williams as manager of Columbian Club in conjunction with Class "C" liquor license.** The application of Tom J. Williams as manager of Columbian Club was approved with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.C. **Quote from Core & Main in the amount of \$11,305.65 for water distribution system upgrades.** It was noted that there was an error in the quote from Core & Main and this item was removed from the agenda 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".
 - 13.D. **Sole source quote from Platte Valley Communications in the amount of \$134,917.07 for relocation of existing equipment to E-911 Communications Center.** It was noted that August 4, 2019, is the goal to begin operations at the new E-911 Communications Center. The quote for relocation of equipment to the E-911 Communications Center was awarded to Platte Valley Communications with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.E. **Comments from mayor and city council members.** Bulkley announced the retirement of Phil Lorenzen, D.A. Davidson & Co. and Bond Underwriter for the City of Columbus. Bulkley wished Lorenzen well on his retirement and thanked him for the many years of great service he provided to the city. Bulkley referred to the recent flood damage at Quail Run Golf Course, said staff has met with FEMA and has been given permission to proceed with clean-up, and FEMA has implied they will fund approximately 75 percent to bring the golf course to the condition it was. Bulkley pointed out that there are still a lot of discussions to be held, decisions to make, and potential options will be included with the

budget discussions.

14. RESOLUTIONS:

14.A. Resolution No. R19-104 awarding contract to Hydro Klean, LLC in the amount of \$193,957.78 for 2019 Sanitary Sewer Rehabilitation. Resolution No. R19-104 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO HYDRO KLEAN, LLC, IN THE AMOUNT OF \$193,957.78 FOR 2019 SANITARY SEWER REHABILITATION was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING: None

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING: None

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

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 7:17 p.m. 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".

Presented and approved this 15 day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R19- 105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH IGNITE AERO, LLC (HANGAR NO. 1508-4) AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the Board of Airport Commissioners authorized the preparation and execution of this lease to hangar aircraft.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease to hangar aircraft with Ignite Aero, LLC for Hangar No. 1508-4 at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT made effective as of June 1, 2019, by and between THE COLUMBUS MUNICIPAL AIRPORT through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City" and Ignite Aero, LLC, hereinafter referred to as "Lessee(s)".

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants the Lessee(s) the exclusive privilege of using the space in Hangar # 1508-4 at the Columbus Municipal Airport for the sole purpose of hangaring of Lessee(s) aircraft. Lessee(s) assures City that it has read and fully understands the Rules and Regulations of the Columbus Municipal Airport.
2. For the privilege granted by this Lease to Lessee(s), Lessee(s) shall pay to the City an annual sum of One Thousand Twenty Dollars (\$ 1,020). This fee shall be paid in two semi-annual installments of Five hundred Ten Dollars (\$ 510), due by December 31 of the preceding year and by June 30 of the lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full lease fee is paid by December 31 of the preceding year. In the event of the termination of the lease during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a prorated portion of the advanced payment.
3. The term of this Lease is for a period of twelve (12) calendar months only, from January 1 through December 31. If such Lease begins after January 1, such lease term shall be from the beginning date of the Lease until December 31 in the first year only. After such Lease has expired during the first year, the Lease period of twelve (12) calendar months shall be from January 1 through December 31. Said Lease may be continuously renewed for twelve months upon payment of the lease fee without further action by the parties. The lease fee is to be paid by Lessee(s) to the City on or before the due date. If the Lessee(s) fails to pay the lease fee when due, the City may serve a thirty (30) day notice to pay or vacate the hangar. Failure to pay within the thirty (30) day notice period shall, without action by the City, terminate the lease. The fee for Leases issued after the first of each year shall be prorated based on the time of execution of the lease.
4. Lessee(s) has rented the hangar space for the purpose of storing aircraft or aeronautical equipment and shall not use the space in the above-described hangar for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

5. Lessee(s) shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of paragraph 5, Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline combustible liquids or hazardous material in the above-described hangar.
6. This lease is for the hangaring of the following aircraft:

#1 N	<u>4376 B</u>	#2 N	_____
Make	<u>JAYORCRAFT</u>	Make	_____
Model	<u>DCO-65</u>	Model	_____
No. of Engines	<u>1</u>	No. of Engines	_____
Year	<u>1943</u>	Year	_____
No. of Seats	<u>2</u>	No. of Seats	_____

Lessee(s), whether individuals, partnership or corporation, must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest.

7. The Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid damage to the hangar by wind. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at the option of the City.
8. Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. Lessee(s) shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
10. The City shall not be liable for any damage to Lessee(s) aircraft while the same is stored or "hangared" or being moved to or from the hangar space, other than gross negligence or willful wrongful acts of the officers, employees or agents of the City.

11. The City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the City shall in no way be responsible therefore. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and save harmless the City from any and all losses that may result from any negligence on the part of Lessee(s). Lessee(s) shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion and the public enemy.

Further, Lessee(s) shall obtain an insurance policy, or bond, or irrevocable letter of credit (hereinafter "security") in, at least, the amount of \$500,000 to cover general liability which shall name the "City of Columbus" as additionally insured on the certificate of insurance, or as holder of the bond or letter of credit. The security shall be presented to the Airport Manager upon the execution of this lease and shall remain in full force throughout the term of this lease. Any certificate of insurance provided must cover the term of the lease and be updated before the expiration date; any bond or letter of credit must, likewise, cover the term of the lease. The certificate of insurance, bond or letter of credit must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease.

12. The City reserves the right to control access to the hangar space in order to regulate the orderly and efficient operation of the Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the hangar space; provided, however, Lessee(s) shall provide a key for the lock to the Airport Manager who shall have the right of access to the hangar space at all times.
13. The City reserves the right (but shall not be obligated to Lessee(s)) to maintain and keep in repair all publicly owned facilities at the Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the Columbus Municipal Airport, at its discretion, without interference or hindrance by Lessee(s). The City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.
14. The Lessee(s) and its employees and agents shall obey the rules and regulations as may from time to time be lawfully promulgated by the City or its authorized agents in charge of the Airport, and the Lessee(s) and its employees and agents shall observe and obey such regulations as may from time to time be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.

15. The Lessee(s) as part of the consideration of this Agreement, do hereby covenant and agrees that:
 - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
 - (B) The Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
16. The parties agree that this Agreement is a mere lease; that it confers upon the Lessee(s) the privilege of the use of hangar space only for the purposes herein permitted, and necessary incidental privileges. Failure to abide by any of the provisions of this lease will result in the default of this lease at the option of the City.
17. In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.
18. In the event the Lessee(s) is in material default of any term of this lease and such default is not cured within fifteen (15) days, excluding paragraph 5, after the date or receipt of written notice of default from the City, then in any set of events, City, at City's sole option may terminate this lease by written notice to Lessee(s). If Lessee(s) violates paragraph 5 above and Lessee(s) does not immediately remove or cure such violations listed in paragraph 5 above, Lessee(s) is immediately in default of the Lease. If this condition is not cured within the allotted time, this lease shall end and the remainder of all rental payments due under the terms of this lease shall accelerate and become immediately due and payable to the City. Upon such termination of this lease by the City, Lessee(s) will surrender possession of the premises to the City and the City shall have all remedies of a secured party according to the laws of the State of Nebraska. The City may then re-enter the premises and repossess the same and remove all personal effects from the premises. Lessee(s) shall not have the right to sub-let, assign or in any manner re-lease any part of the described premises.
19. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the City and Lessee(s).
20. If it shall be determined by a court or other governing body that any provision or wording of this lease shall be invalid or unenforceable under city, state or other applicable law, such invalidity or unenforceability shall not invalidate the entire lease. Whenever two or more interpretations of the provisions or wording of this lease shall be possible, the interpretation or construction shall

lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.

- 21. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Michael P Hamornik for Isnik Aero 5/28/19

Signature Date

Signature Date

Michael P Hamornik

Printed Name

Printed Name

413 Bryan St. Clarkson, NE

Address *68609*

Address

402-750-2984

Phone Number

Phone Number

JP8402@gmail.com

Email

Email

APPROVED AS TO FORM:

[Signature]

CITY ATTORNEY

lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.

21. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Keith I. Schadelmann 7-9-19
Airport Manager Date

[Signature] 7/6/15
Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

[Signature] Br. Esnik Aero 5/28/19
Signature Date

Signature Date

Michael P Hamernik
Printed Name

Printed Name

413 Bryan St. Clarkson, NE
Address 68629

Address

402-750-2984
Phone Number

Phone Number

JP8402@gmail.com
Email

Email

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

RESOLUTION NO. R19- 106

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

B-D Construction, Inc.	Police Station	\$683,946.57
B-D Construction, Inc.	Police Station	\$582,936.12
Bierman Contracting, Inc.	E911 Commun. Center	\$126,819.30
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 51,661.00

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

B-D Construction, Inc.	Police Station	\$683,946.57
B-D Construction, Inc.	Police Station	\$582,936.12
Bierman Contracting, Inc.	E911 Commun. Center	\$126,819.30
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 51,661.00

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COPY

Contractor's Application for Payment No. 12 - Revised

Application Period: 5-01-19-thru 5-31-19	Application Date: 5/31/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.
Project:	Contract: New Columbus Police Station
Project Number:	Contractor's Project No.: 18-014
	Subcontract Number

Application For Payment
Change Order Summary

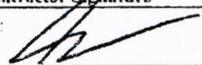
Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$7,782,583.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$7,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$	\$3,890,599.65
5. RETAINAGE:		
a. 10% X \$3,827,446.65 Work Completed.....	\$	\$382,744.67
b. 10% X \$63,153.00 Stored Material.....	\$	\$6,315.30
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$389,059.97
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$3,501,539.68
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$	\$2,817,593.11
8. AMOUNT DUE THIS APPLICATION.....	\$	\$683,946.57
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$	\$4,191,043.32

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from City of Columbus on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Chris Langan, Vice President Date: 5/31/2019

Payment of: \$ 683,946.57
(Line 8 or other - attach explanation of the other amount)

is recommended by:  7/5/2019
(Date)

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

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

COPY

Contractor's Application for Payment No. 13

Application Period: 6-01-19-thru 6-30-19	Application Date: 6/28/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.
Project:	Contract: New Columbus Police Station
Project Number:	Contractor's Project No.: 18-014
	Subcontract Number

Application For Payment
Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 7,782,583.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 7,782,583.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column G Total on Continuation Sheet).....	\$ 4,538,306.45
			5. RETAINAGE:	
			a. 10% X \$4,538,306.45 Work Completed.....	\$ 453,830.65
			b. 10% X _____ Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 453,830.65
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 4,084,475.80
			7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$ 3,501,539.68
			8. AMOUNT DUE THIS APPLICATION.....	\$ 582,936.12
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column H Total on Continuation Sheet + Line 5.c above).....	\$ 3,698,107.20
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

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

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

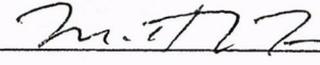
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner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

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

Contractor Signature

By:  Chris Langan, Vice President Date: 6/28/2019

Payment of: \$ 582,936.12
(Line 8 or other - attach explanation of the other amount)

is recommended by:  7/5/2019
(Date) 

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

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

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

PROJECT: *E911 Communications Center*

APPLICATION NO: 5

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: *June 28, 2019*

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

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>898,500.00</u>
2. Net change by Change Orders	\$	<u>153,204.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,051,704.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>870,367.02</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>43,518.35</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>43,518.35</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>826,848.67</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>700,029.37</u>
8. CURRENT PAYMENT DUE	\$	<u>126,819.30</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>224,855.33</u>

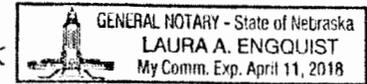
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$138,001.00	\$0.00
Total approved this Month	\$15,203.00	\$0.00
TOTALS	\$153,204.00	\$0.00
NET CHANGES by Change Order	\$153,204.00	

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

CONTRACTOR:
 By: *[Signature]* Date: July 1, 2019

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 1th Day of July, 2019

Notary Public: *[Signature]*
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 126,819.30

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

ARCHITECT:
 By: *[Signature]* Date: 7-8-2019

This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 7/8/19

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

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

PROJECT: *Frontier Park Restroom*

APPLICATION NO: 4

Distribution to:

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

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

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

PERIOD TO: *June 30, 2019*

PROJECT NOS: 19-013

CONTRACT FOR:

CONTRACT DATE: *February 14, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>316,900.00</u>
2. Net change by Change Orders	\$	<u>1,225.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>318,125.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>125,245.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>6,262.25</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>6,262.25</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>118,982.75</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>67,321.75</u>
8. CURRENT PAYMENT DUE	\$	<u>51,661.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>199,142.25</u>

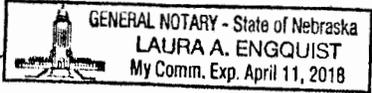
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,225.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$1,225.00	\$0.00
NET CHANGES by Change Order	\$1,225.00	

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

CONTRACTOR:

By: *Matt Bierman* Date: July 1, 2019

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 1th Day of July, 2019

Notary Public: *Laura A. Engquist* 

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 51,661.00

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

ARCHITECT:

By: *Quynh R. Meyer* Date: 7/2/19

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

Rachel Meyer 713119

CONDENSED FINANCIAL STATEMENT BY DEPARTMENT

For the Ninth Month Period Ended June 30, 2019

	9/30/18 BALANCE	RECEIPTS	ACTUAL DISBURSEMENTS	6/30/19 BALANCE
General Fund	8,364,112			7,906,361
General Administration		8,799,356	1,248,519	
Columbus Area Transit		223,456	168,446	
Community Center		198,813	354,712	
City Administrator		-	222,693	
Finance		-	315,111	
City Clerk		-	273,330	
Mayor/City Council		-	50,644	
Human Resources		-	100,284	
Police		149,737	3,671,639	
Animal Control		36,781	144,194	
Fire		119,882	595,668	
Rescue		391,380	1,316,048	
Volunteer Fire Department		-	68,707	
Library		72,506	912,933	
Cemetery		50,235	107,692	
Community Development		267,662	292,002	
Parks		411,906	1,013,621	
Pawnee Plunge Water Park		409,655	409,655	
Aquatic Center Pool		320,498	320,498	
Van Berg Golf Course		87,081	142,769	
Quail Run Golf Course		119,896	387,430	
Platte County Library Service	38,498	97,375	94,683	41,190
Perpetual Care	75,790	985	-	76,775
TOTAL GENERAL FUNDS	8,478,400	11,757,205	12,211,279	8,024,326
Streets/Engineering	2,112,717			873,831
Streets		4,119,948	5,358,833	
Engineering		-	-	
Airport	914,181	252,196	249,841	916,536
Sales Tax	10,029,288	4,079,468	6,131,173	7,977,584
1/2 Cent Sales Tax	15,670,674	5,423,498	6,217,483	14,876,690
Communications - E911	34,821	119,573	161,689	(7,295)
Communications - Wireless	(20,766)	56,529	35,764	-
Communications - Equip911	(641)	13,986	22,726	(9,381)
Housing Rehab & Loans	107,728	164	495	163,994
New Neighborhoods		780	780	
CDBG Revolving Rehab Loan		2,875	1,897	
CDBG DPA Loans (NENEDD)		57,410	965	
CDBG Grants		140,272	141,097	
Economic Development Reuse	93,097	1,204	645	93,656
Progress and Jobs Growth	1,358,482	129,167	620,000	867,649
Keno	822,219	391,133	381,750	831,602
TOTAL SPECIAL REVENUES	31,121,800	14,788,204	19,325,138	26,584,866
Capital Projects	(1,073,621)	1,073,621	-	-
TOTAL CAPITAL PROJECTS	(1,073,621)	1,073,621	-	-

CONDENSED FINANCIAL STATEMENT BY DEPARTMENT

For the Ninth Month Period Ended June 30, 2019

	9/30/18 BALANCE	ACTUAL RECEIPTS	DISBURSEMENTS	6/30/19 BALANCE
Debt Service	974,379			845,780
Taxes/Interest		554,504	665,531	
2000 Assess Not Bonded		-	-	
Flood Control Bonds		486,194	516,238	
2004 Various Purpose Bonds		122,024	121,814	
2008 Various Purpose Bonds		5,297	-	
2011 Various Purpose Bonds		80,013	73,048	
2012 Various Purpose Bonds		-	-	
2014 Assess Not Bonded		-	-	
Community Redevel Auth	37,363			(14,097)
Village Addition Shopping Center		-	-	
Hy Vee		-	-	
Slumberland		21,184	30,106	
Ramada - Columbus		31,241	58,985	
Hobby Lobby		16,349	31,141	
WHO Devel - Apartments		200,000	200,000	
WHO Development - Hotel		200,000	200,000	
Quantum Columbus, LLC		1,025,000	1,025,000	
Columbus Lodging, LLC		775,000	775,000	
Columbus Retail, LLC		375,000	375,000	
TOTAL DEBT SERVICE FUNDS	1,011,741	3,891,805	4,071,862	831,684
Utility Service	10,068,631			19,268,730
Wastewater Collection		5,750,842	1,411,607	
Wastewater Treatment Facility		11,636,563	6,775,700	
Water	10,469,324			12,067,613
Water		2,995,603	1,397,934	
Superfund Project		141,102	140,481	
Loup Distribution	4,088,661	3,021,857	2,831,250	4,279,268
Stormwater Utility	24,678	266,830	101,324	190,184
Solid Waste Division	1,992,673			2,410,136
Transfer Station		1,495,179	1,077,716	
TOTAL ENTERPRISE FUNDS	26,643,967	25,307,977	13,736,013	38,215,931
Health Insurance	1,919,631	2,356,421	2,375,638	1,900,414
TOTAL INTERNAL SERVICE FUND	1,919,631	2,356,421	2,375,638	1,900,414
Police Pension	57,593	2,795	2,150	58,239
Fire Pension	39,952	12,656	12,339	40,269
Licenses to Schools	-	14,650	11,335	3,315
Library Foundation	2,472,625	-	-	2,472,625
Library Endowment	1,644,041	-	-	1,644,041
Gerrard Park Trust	137,467	3,344	3,050	137,761
TOTAL TRUST & AGENCY FUNDS	4,351,677	33,445	28,874	4,356,249
	72,453,596	59,208,678	51,748,804	79,913,470

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
05214	A TO Z MESSAGING	071	001623	9788						
				500-500-532.50-624	00000	ANSWERING SE	7/15/19	52.50	.00	
				520-520-532.70-624	00000	ANSWERING SE	7/15/19	52.50	.00	
						* Invoice Sub-Total:		105.00	.00	
00581	ACE HARDWARE & GARDEN CNT	071	001549	JULY19						
				520-520-532.70-601	00000	SUPPLIES	7/15/19	36.31	.00	
				520-520-532.70-431	00000	SUPPLIES	7/15/19	40.81	.00	
				520-520-532.70-609	00000	SUPPLIES	7/15/19	17.72	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	46.75	.00	
				520-520-532.70-432	00000	SUPPLIES	7/15/19	184.90	.00	
				500-500-532.50-432	00000	SUPPLIES	7/15/19	186.57	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	36.85	.00	
				100-152-551.24-609	00000	SUPPLIES	7/15/19	12.99	.00	
				100-151-551.24-601	00000	SUPPLIES	7/15/19	38.62	.00	
				100-100-510.00-431	00000	SUPPLIES	7/15/19	45.03	.00	
				100-100-510.00-602	00000	SUPPLIES	7/15/19	4.76	.00	
				100-151-551.24-431	00000	SUPPLIES	7/15/19	73.98	.00	
				100-150-552.00-601	00000	SUPPLIES	7/15/19	277.87	.00	
				100-150-552.00-432	00000	SUPPLIES	7/15/19	4.99	.00	
				100-110-521.00-601	00000	SUPPLIES	7/15/19	24.89	.00	
				100-156-551.25-432	00000	SUPPLIES	7/15/19	11.99	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	276.40	.00	
				100-155-551.25-601	00000	SUPPLIES	7/15/19	67.36	.00	
				500-501-532.60-601	00000	SUPPLIES	7/15/19	18.37	.00	
				205-205-533.00-432	00000	SUPPLIES	7/15/19	56.47	.00	
						* Invoice Sub-Total:		1,463.63	.00	
06285	ACE SANITATION SERVICE	071	001550	JULY19						
				500-500-532.50-625	00000	GARBAGE SERV	7/15/19	35.00	.00	
				200-200-531.00-625	00000	GARBAGE SERV	7/15/19	35.00	.00	
				100-120-522.00-431	00000	GARBAGE SERV	7/15/19	35.00	.00	
						* Invoice Sub-Total:		105.00	.00	
01211	ADVANCE AUTO PARTS	071	001551	5606004677						
				200-200-531.00-432	00000	SUPPLIES	7/15/19	9.17	.00	
				200-200-531.00-433	00000	SUPPLIES	7/15/19	84.08	.00	
				205-205-533.00-601	00000	SUPPLIES	7/15/19	27.59	.00	
				205-205-533.00-432	00000	SUPPLIES	7/15/19	47.82	.00	
				520-520-532.70-433	00000	SUPPLIES	7/15/19	38.48	.00	
				500-501-532.60-432	00000	SUPPLIES	7/15/19	10.43	.00	
				500-500-532.50-433	00000	SUPPLIES	7/15/19	228.95	.00	
						* Invoice Sub-Total:		446.52	.00	
05463	ALPHAMEDIA USA LLC	071	001552	JULY19						
				100-151-551.24-540	00000	ADVERTISING	7/15/19	1,575.00	.00	
00758	AMERICAN LEGAL PUBLISHING CORP	071	001553	0129155						
				100-100-510.00-320	00000	CODE BOOK UP	7/15/19	10.00	.00	
03105	AQUA-CHEM INC	071	001554	POOLS						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-151-551.24-606	00000	CHEMICALS	7/15/19	2,615.20	.00	
03617	AQUA-PURE INC	071	001555	1907						
				520-520-532.70-606	00000	CHEMICALS	7/15/19	3,068.24	.00	
				520-522-532.70-606	00000	CHEMICALS	7/15/19	3,596.42	.00	
						* Invoice Sub-Total:		6,664.66	.00	
07451	B-D CONSTRUCTION INC	071	001557	12/13						
				211-211-570.00-755	00000	POLICE STATI	7/15/19	1,266,882.69	.00	
08075	BARCO MUNICIPAL PRODUCTS	071	001558	233675						
				500-500-532.50-439	00000	SUPPLIES	7/15/19	269.38	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	288.25	.00	
						* Invoice Sub-Total:		557.63	.00	
08569	BEARD-WARREN HEATING &	071	001559	JULY19						
				100-152-551.24-432	00000	HEAT PUMP RE	7/15/19	3,310.00	.00	
				520-520-532.70-432	00000	MAINTENANCE	7/15/19	204.67	.00	
						* Invoice Sub-Total:		3,514.67	.00	
06146	BEATRICE SCALE COMPANY INC.	071	001560	10731						
				570-570-545.00-432	00000	SCALE MAINTE	7/15/19	2,891.50	.00	
03280	BEHLEN TOWING LLC	071	001561	JULY19						
				100-120-522.00-433	00000	TOWING SERVI	7/15/19	300.00	.00	
				100-110-521.00-453	00000	TOWING SERVI	7/15/19	1,980.00	.00	
						* Invoice Sub-Total:		2,280.00	.00	
04098	BIERMAN CONTRACTING INC.	071	001562	JULY19						
				100-150-552.00-720	00000	FRONTIER PK	7/15/19	51,661.00	.00	
				211-211-570.00-755	00000	E911 COMM CT	7/15/19	126,819.30	.00	
						* Invoice Sub-Total:		178,480.30	.00	
69882	BLACK HILLS ENERGY	071	001714	JULY19						
				100-100-510.00-662	00000	NATURAL GAS	7/15/19	19.18	.00	
				100-100-510.00-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-102-551.27-621	00000	NATURAL GAS	7/15/19	23.03	.00	
				100-112-545.10-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-110-521.00-621	00000	NATURAL GAS	7/15/19	59.47	.00	
				100-121-523.00-621	00000	NATURAL GAS	7/15/19	22.45	.00	
				100-120-522.00-621	00000	NATURAL GAS	7/15/19	22.45	.00	
				100-140-541.00-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-150-552.00-621	00000	NATURAL GAS	7/15/19	28.69	.00	
				100-152-551.24-621	00000	NATURAL GAS	7/15/19	295.07	.00	
				100-151-551.24-621	00000	NATURAL GAS	7/15/19	2,011.21	.00	
				205-205-533.00-621	00000	NATURAL GAS	7/15/19	24.19	.00	
				100-155-551.25-621	00000	NATURAL GAS	7/15/19	23.78	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-156-551.25-621	00000	NATURAL GAS	7/15/19	21.85	.00	
				200-200-531.00-621	00000	NATURAL GAS	7/15/19	15.50	.00	
				500-501-532.60-621	00000	NATURAL GAS	7/15/19	68.47	.00	
				520-520-532.70-621	00000	NATURAL GAS	7/15/19	6.64	.00	
				100-130-555.00-621	00000	NATURAL GAS	7/15/19	75.75	.00	
				520-520-532.70-439	00000	REPAIR GAS M	7/15/19	504.13	.00	
						* Invoice Sub-Total:		3,221.86	.00	
04985	BOGUS RICHARD	071	001563	ENGINEER						
				205-205-533.00-720	00000	SRE BLDG MEE	7/15/19	91.64	.00	
02544	BOMGAARS	071	001564	JULY19						
				520-520-532.70-619	00000	SUPPLIES	7/15/19	14.97	.00	
				520-520-532.70-432	00000	SUPPLIES	7/15/19	2.45	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	51.94	.00	
				100-140-541.00-432	00000	SUPPLIES	7/15/19	5.57	.00	
				500-501-532.60-601	00000	SUPPLIES	7/15/19	30.97	.00	
				500-501-532.60-432	00000	SUPPLIES	7/15/19	207.76	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	158.30	.00	
				200-200-531.00-432	00000	SUPPLIES	7/15/19	47.96	.00	
						* Invoice Sub-Total:		519.92	.00	
00016	BROWN'S SHOE FIT CO	071	001715	POLICE						
				100-110-521.00-281	00000	ALDRICH	7/15/19	112.00	.00	
06194	BS&A SOFTWARE	071	001565	124192						
				100-100-510.00-751	00000	ACCOUNTING S	7/15/19	122,710.00	.00	
00441	CAROLINA SOFTWARE	071	001566	72126						
				570-570-545.00-340	00000	WASTEWORKS S	7/15/19	200.00	.00	
03698	CAT'S PRO MOW	071	001567	826900						
				100-120-522.00-431	00000	MOWING	7/15/19	250.00	.00	
13436	CENTRAL PARTS & MACHINE	071	001568	JULY19						
				500-500-532.50-432	00000	SUPPLIES	7/15/19	7.82	.00	
				520-520-532.70-432	00000	SUPPLIES	7/15/19	7.83	.00	
				100-140-541.00-432	00000	SUPPLIES	7/15/19	11.71	.00	
				100-156-551.25-432	00000	SUPPLIES	7/15/19	137.55	.00	
				100-150-552.00-601	00000	SUPPLIES	7/15/19	4.49	.00	
				100-150-552.00-433	00000	SUPPLIES	7/15/19	211.05	.00	
				100-150-552.00-432	00000	SUPPLIES CRE	7/15/19	6.04-	.00	
						* Invoice Sub-Total:		374.41	.00	
13437	CENTRAL SAND & GRAVEL CO	071	001569	50984						
				200-200-531.00-601	00000	SUPPLIES	7/15/19	1,286.70	.00	
02159	CENTRAL VALLEY AG COOPERATIVE	071	001570	JULY19						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	356.40	.00	
				520-520-532.70-431	00000	SUPPLIES	7/15/19	48.73	.00	
						* Invoice Sub-Total:		405.13	.00	
04278	CENTURY LINK	071	001571	E911						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				221-221-521.51-624	00000	PHONE CHARGE	7/15/19	825.54	.00	
				220-220-521.51-624	00000	PHONE CHARGE	7/15/19	169.09	.00	
						* Invoice Sub-Total:		994.63	.00	
01941	CLUB PROPHET SYSTEMS	071	001572	GOLF						
				100-156-551.25-340	00000	TEE SHEETS	7/15/19	90.00	.00	
05705	CNC REPAIR LLC	071	001573	JULY19						
				100-110-521.00-433	00000	VEHICLE MAIN	7/15/19	1,125.71	.00	
15250	COLUMBUS AREA CHAMBER OF	071	001574	32993						
				100-150-552.00-320	00000	SPRTS DIR-3	7/15/19	1,666.67	.00	
15250	COLUMBUS AREA CHAMBER OF	071	001575	HEALTH						
				600-000-101.13-000	00000	COLUMBUS BUC	7/15/19	1,500.00	.00	
						** VENDOR SUB-TOTAL:		3,166.67	.00	
00143	COLUMBUS CUSTOM EMBROIDERY	071	001576	E32866						
				100-100-510.00-280	00000	BOSWELL	7/15/19	5.60	.00	
				100-145-524.00-280	00000	BOSWELL	7/15/19	11.20	.00	
				200-200-531.00-280	00000	BOSWELL	7/15/19	28.00	.00	
				211-211-570.00-280	00000	BOSWELL	7/15/19	22.40	.00	
				500-500-532.50-280	00000	BOSWELL	7/15/19	11.20	.00	
				500-501-532.60-280	00000	BOSWELL	7/15/19	11.20	.00	
				520-520-532.70-280	00000	BOSWELL	7/15/19	11.20	.00	
				560-560-532.95-280	00000	BOSWELL	7/15/19	11.20	.00	
						* Invoice Sub-Total:		112.00	.00	
04782	COLUMBUS FAMILY RESOURCE CTR	071	001578	COMM CTR						
				100-103-551.27-451	00000	LEASE PAYMEN	7/15/19	8,925.00	.00	
15249	COLUMBUS PLUMBING COMPANY	071	001577	5854						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	11.25	.00	
15257	COLUMBUS STEEL SUPPLY	071	001579	134607						
				100-150-552.00-431	00000	SUPPLIES	7/15/19	25.00	.00	
15262	COLUMBUS TELEGRAM	071	001580	JULY19						
				100-100-510.00-550	00000	PUBLICATIONS	7/15/19	767.06	.00	
				100-110-521.00-590	00000	PUBLICATIONS	7/15/19	10.48	.00	
						* Invoice Sub-Total:		777.54	.00	
15260	COLUMBUS TIRE & SERVICE	071	001581	1-5323						
				100-110-521.00-433	00000	MAINTENANCE	7/15/19	15.00	.00	
15275	COMMUNITY INTERNET	071	001582	JULY19						
				100-100-510.00-624	00000	INTERNET	7/15/19	30.00	.00	
				100-120-522.00-624	00000	INTERNET	7/15/19	15.00	.00	
						* Invoice Sub-Total:		45.00	.00	
15361	CONNECTING POINT/RADIO SHACK	071	001583	5800						
				100-152-551.24-340	00000	PRINTERS	7/15/19	358.00	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-152-551.24-602	00000	TONER	7/15/19	220.00	.00	
				100-156-551.25-340	00000	PRINTER	7/15/19	179.00	.00	
				100-156-551.25-602	00000	TONER	7/15/19	110.00	.00	
				* Invoice Sub-Total:				867.00	.00	
04372	CONNELL KAREN	071	001584	LIBRARY						
				100-130-555.00-270	00000	MILEAGE/BLAI	7/15/19	82.94	.00	
				100-130-555.00-340	00000	SIRSI MEETIN	7/15/19	5.73	.00	
				100-130-555.00-540	00000	MILEAGE	7/15/19	16.47	.00	
				* Invoice Sub-Total:				105.14	.00	
04211	CONSOLIDATED MANAGEMENT CO	071	001585	POLICE						
				100-110-521.00-270	00000	MEALS-DUSH	7/15/19	186.23	.00	
05885	CORE & MAIN LP	071	001586	K806057						
				200-200-531.00-445	00000	SUPPLIES	7/15/19	794.04	.00	
15714	CORNHUSKER PUBLIC POWER DIST	071	001587	JULY19						
				500-500-532.50-622	00000	ELECTRICITY	7/15/19	354.95	.00	
				200-200-531.00-622	00000	ELECTRICITY	7/15/19	594.30	.00	
				* Invoice Sub-Total:				949.25	.00	
16413	CULLIGAN OF COLUMBUS	071	001588	JULY19						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	30.00	.00	
				100-112-545.10-431	00000	SUPPLIES	7/15/19	8.25	.00	
				100-121-523.00-431	00000	SUPPLIES	7/15/19	194.00	.00	
				100-110-521.00-431	00000	SUPPLIES	7/15/19	55.40	.00	
				* Invoice Sub-Total:				287.65	.00	
04428	DAKTRONICS INC	071	001589	6845326						
				100-150-552.00-320	00000	SCOREBD COMM	7/15/19	7,665.00	.00	
01984	DANKO EMERGENCY EQUIPMENT	071	001590	JULY19						
				100-150-552.00-751	00000	TURN OUT GEA	7/15/19	738.55	.00	
03581	DTN LLC	071	001591	5570068						
				205-205-533.00-352	00000	WEATHER SERV	7/15/19	747.00	.00	
02798	DUNBAR DOUGLAS	071	001592	GOLF						
				100-155-551.25-352	00000	CONTRACT	7/15/19	2,031.00	.00	
				100-156-551.25-352	00000	CONTRACT	7/15/19	4,123.00	.00	
				100-155-551.25-351	00000	LIQUOR COMM	7/15/19	849.65	.00	
				100-156-551.25-351	00000	LIQUOR COMM	7/15/19	3,756.10	.00	
				100-155-551.25-350	00000	VB CARTS	7/15/19	374.74	.00	
				100-155-551.25-353	00000	VB GREENS FE	7/15/19	508.00	.00	
				100-155-551.25-354	00000	VB PASSES	7/15/19	5.25-	.00	
				100-156-551.25-350	00000	QR CARTS	7/15/19	701.82	.00	
				100-156-551.25-353	00000	QR GREENS FE	7/15/19	451.34	.00	
				100-156-551.25-354	00000	QR PASSES	7/15/19	29.77-	.00	
				100-156-551.25-590	00000	CC FEES	7/15/19	1,126.50	.00	
				100-156-551.25-601	00000	SUPPLIES	7/15/19	46.39	.00	
				100-156-551.25-540	00000	ADVERTISING	7/15/19	175.00	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-155-551.25-540	00000	ADVERTISING	7/15/19	.00	.00	
				100-156-551.25-270	00000	TRAINING/DUE	7/15/19	.00	.00	
				* Invoice Sub-Total:				14,108.52	.00	
20281	EAKES OFFICE SOLUTIONS	071	001593	7811639-0						
				100-130-555.00-601	00000	NAME TAGS	7/15/19	24.52	.00	
20281	EAKES OFFICE SOLUTIONS	071	001594	JULY19						
				100-100-510.00-602	00000	SUPPLIES	7/15/19	164.17	.00	
				100-156-551.25-602	00000	SUPPLIES	7/15/19	26.98	.00	
				100-121-523.00-602	00000	SUPPLIES	7/15/19	551.74	.00	
				* Invoice Sub-Total:				742.89	.00	
				** VENDOR SUB-TOTAL:				767.41	.00	
05929	EDISON LIGHTING SUPPLY &	071	001595	4252						
				500-501-532.60-601	00000	SUPPLIES	7/15/19	260.66	.00	
23221	ELECTRICAL ENGINEERING &	071	001596	JULY19						
				500-501-532.60-432	00000	SUPPLIES	7/15/19	63.21	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	239.17	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	10.56	.00	
				* Invoice Sub-Total:				312.94	.00	
04740	ELECTRONIC ENGINEERING	071	001597	855000507						
				100-110-521.00-433	00000	PARTS	7/15/19	20.60	.00	
24051	ENTERPRISE ELECTRIC COLUMBUS	071	001598	517444						
				100-151-551.24-431	00000	SUPPLIES	7/15/19	48.00	.00	
27527	FASTENAL COMPANY	071	001599	15926691						
				500-500-532.50-439	00000	SUPPLIES	7/15/19	130.28	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	130.28	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	159.72	.00	
				200-200-531.00-612	00000	SUPPLIES	7/15/19	181.13	.00	
				100-150-552.00-601	00000	SUPPLIES	7/15/19	18.75	.00	
				* Invoice Sub-Total:				620.16	.00	
06249	FBG SERVICE CORPORATION	071	001600	JULY19						
				100-100-510.00-603	00000	CITY HALL	7/15/19	1,442.00	.00	
				100-110-521.00-603	00000	POLICE STATI	7/15/19	1,651.00	.00	
				* Invoice Sub-Total:				3,093.00	.00	
01796	FIRST NATIONAL BANK OMAHA	071	001601	LIBRARY						
				100-130-555.00-270	00000	ILA/NLA CONF	7/15/19	205.00	.00	
				100-130-555.00-540	00000	CONSTANT CON	7/15/19	66.50	.00	
				100-130-555.00-601	00000	SUPPLIES	7/15/19	168.38	.00	
				100-130-555.00-604	00000	POSTAGE	7/15/19	503.57	.00	
				100-130-555.00-640	00000	ESCAPE RM SU	7/15/19	76.40	.00	
				* Invoice Sub-Total:				1,019.85	.00	
01796	FIRST NATIONAL BANK OMAHA	071	001716	JULY19						
				100-106-511.00-270	00000	MEALS	7/15/19	27.76	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-105-515.00-270	00000	MEALS	7/15/19	93.24	.00	
				100-100-510.00-602	00000	FAN	7/15/19	31.93	.00	
				100-152-551.24-590	00000	AUTHORIZE.NE	7/15/19	29.90	.00	
				100-121-523.00-270	00000	ROPE CLASS M	7/15/19	112.72	.00	
				100-100-510.00-590	00000	TAX REFUND	7/15/19	50.75-	.00	
				211-211-570.00-755	00000	E911 COMM CT	7/15/19	1,482.24	.00	
				100-100-510.00-270	00000	TRAINING	7/15/19	8.50	.00	
				100-145-524.00-270	00000	TRAINING	7/15/19	17.00	.00	
				200-200-531.00-270	00000	TRAINING	7/15/19	42.50	.00	
				211-211-570.00-270	00000	TRAINING	7/15/19	34.00	.00	
				500-500-532.50-270	00000	TRAINING	7/15/19	17.00	.00	
				500-501-532.60-270	00000	TRAINING	7/15/19	17.00	.00	
				520-520-532.70-270	00000	TRAINING	7/15/19	17.00	.00	
				560-560-532.95-270	00000	TRAINING	7/15/19	17.00	.00	
				100-100-510.00-601	00000	SUPPLIES	7/15/19	2.27	.00	
				100-145-524.00-601	00000	SUPPLIES	7/15/19	4.57	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	11.40	.00	
				211-211-570.00-601	00000	SUPPLIES	7/15/19	9.13	.00	
				500-500-532.50-601	00000	SUPPLIES	7/15/19	4.57	.00	
				500-501-532.60-601	00000	SUPPLIES	7/15/19	4.57	.00	
				520-520-532.70-601	00000	SUPPLIES	7/15/19	4.57	.00	
				560-560-532.95-601	00000	SUPPLIES	7/15/19	4.57	.00	
				100-100-510.00-604	00000	POSTAGE	7/15/19	48.75	.00	
				100-110-521.00-281	00000	MAGDALENO	7/15/19	194.24	.00	
				100-110-521.00-280	00000	UNIFORMS	7/15/19	54.99	.00	
				100-110-521.00-270	00000	TRAINING	7/15/19	2,102.98	.00	
				100-110-521.00-590	00000	MILEAGE	7/15/19	22.85	.00	
				100-110-521.00-751	00000	K-9 PROGRAM	7/15/19	200.68	.00	
						* Invoice Sub-Total:		4,567.18	.00	
						** VENDOR SUB-TOTAL:		5,587.03	.00	
05371	FLOWRIDER INC	071	001602	10002594						
				100-151-551.24-432	00000	SUPPLIES	7/15/19	300.00	.00	
01110	FRONTIER	071	001603	JULY19						
				100-100-510.00-624	00000	PHONE CHARGE	7/15/19	436.74	.00	
				100-102-551.27-624	00000	PHONE CHARGE	7/15/19	83.82	.00	
				100-103-551.27-624	00000	PHONE CHARGE	7/15/19	41.55	.00	
				100-110-521.00-624	00000	PHONE CHARGE	7/15/19	738.31	.00	
				220-220-521.51-624	00000	PHONE CHARGE	7/15/19	246.11	.00	
				100-112-545.10-624	00000	PHONE CHARGE	7/15/19	41.55	.00	
				100-120-522.00-624	00000	PHONE CHARGE	7/15/19	369.59	.00	
				100-121-523.00-624	00000	PHONE CHARGE	7/15/19	.00	.00	
				100-130-555.00-624	00000	PHONE CHARGE	7/15/19	141.27	.00	
				100-140-541.00-624	00000	PHONE CHARGE	7/15/19	16.62	.00	
				100-145-524.00-624	00000	PHONE CHARGE	7/15/19	24.93	.00	
				100-150-552.00-624	00000	PHONE CHARGE	7/15/19	49.86	.00	
				100-151-551.24-624	00000	PHONE CHARGE	7/15/19	22.98	.00	
				100-152-551.24-624	00000	PHONE CHARGE	7/15/19	108.05	.00	
				100-155-551.25-624	00000	PHONE CHARGE	7/15/19	34.55	.00	
				100-156-551.25-624	00000	PHONE CHARGE	7/15/19	99.72	.00	
				200-200-531.00-624	00000	PHONE CHARGE	7/15/19	58.17	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				205-205-533.00-624	00000	PHONE CHARGE	7/15/19	49.86	.00	
				500-500-532.50-624	00000	PHONE CHARGE	7/15/19	41.55	.00	
				500-501-532.60-624	00000	PHONE CHARGE	7/15/19	139.76	.00	
				520-520-532.70-624	00000	PHONE CHARGE	7/15/19	213.21	.00	
				520-522-532.70-624	00000	PHONE CHARGE	7/15/19	112.44	.00	
				570-570-545.00-624	00000	PHONE CHARGE	7/15/19	33.24	.00	
				* Invoice Sub-Total:				3,103.88	.00	
01110	FRONTIER	071	001604	E911						
				220-220-521.51-624	00000	PHONE CHARGE	7/15/19	203.32	.00	
				** VENDOR SUB-TOTAL:				3,307.20	.00	
05986	FULL THROTTLE TRUCK &	071	001605	JULY19						
				570-570-545.00-433	00000	VEHICLE MAIN	7/15/19	4,088.14	.00	
30244	GALLS LLC	071	001606	POLICE						
				100-110-521.00-280	00000	SUPPLIES	7/15/19	322.08	.00	
				100-110-521.00-280	00000	CREDIT 71948	7/15/19	13.28-	.00	
				* Invoice Sub-Total:				308.80	.00	
30244	GALLS LLC	071	001607	012918581						
				100-110-521.00-281	00000	SUPPLIES	7/15/19	181.06	.00	
				** VENDOR SUB-TOTAL:				489.86	.00	
04939	GAVER TIRE & AUTO CENTER INC	071	001608	36934						
				200-200-531.00-432	00000	SUPPLIES	7/15/19	145.07	.00	
30686	GEHRING CONSTRUCTION &	071	001609	JULY19						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	17.10	.00	
				200-200-531.00-445	00000	SUPPLIES	7/15/19	474.25	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	443.19	.00	
				* Invoice Sub-Total:				934.54	.00	
30833	GERHOLD CONCRETE COMPANY	071	001610	JULY19						
				200-200-531.00-445	00000	SUPPLIES	7/15/19	511.25	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	147.80	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	431.88	.00	
				* Invoice Sub-Total:				1,090.93	.00	
30833	GERHOLD CONCRETE COMPANY	071	001611	STREET						
				200-200-531.00-445	00000	SUPPLIES	7/15/19	841.88	.00	
				** VENDOR SUB-TOTAL:				1,932.81	.00	
05757	GREAT PLAINS BUILDING SUPPLY	071	001612	322721						
				500-500-532.50-439	00000	SUPPLIES	7/15/19	12.79	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	12.78	.00	
				* Invoice Sub-Total:				25.57	.00	
05232	GREAT PLAINS COMMUNICATIONS	071	001613	LIBRARY						
				100-130-555.00-624	00000	INTERNET	7/15/19	310.00	.00	
06297	GRUBAUGH AUCTION SERVICE	071	001614	JULY19						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-100-510.00-590	00000	REFUND/POLES	7/15/19	361.00	.00	
33710	HADLEY-BRAITHWAIT COMPANY	071	001615	JULY19						
				100-121-523.00-601	00000	SUPPLIES	7/15/19	230.75	.00	
				100-151-551.24-630	00000	SUPPLIES	7/15/19	924.50	.00	
						* Invoice Sub-Total:		1,155.25	.00	
33710	HADLEY-BRAITHWAIT COMPANY	071	001616	211985						
				100-100-510.00-601	00000	SUPPLIES	7/15/19	219.90	.00	
						** VENDOR SUB-TOTAL:		1,375.15	.00	
02001	HAWKINS INC	071	001617	4531864						
				520-520-532.70-606	00000	CHEMICALS	7/15/19	1,429.36	.00	
35286	HDR ENGINEERING INC	071	001618	1200200643						
				500-500-532.50-730	00000	NSS COLL SYS	7/15/19	18,838.59	.00	
04561	HEARTLAND NATURAL GAS LLC	071	001619	JULY19						
				100-100-510.00-662	00000	NATURAL GAS	7/15/19	5.02	.00	
				100-100-510.00-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-102-551.27-621	00000	NATURAL GAS	7/15/19	1.34	.00	
				100-112-545.10-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-110-521.00-621	00000	NATURAL GAS	7/15/19	6.84	.00	
				100-121-523.00-621	00000	NATURAL GAS	7/15/19	2.85	.00	
				100-120-522.00-621	00000	NATURAL GAS	7/15/19	2.85	.00	
				100-140-541.00-621	00000	NATURAL GAS	7/15/19	.00	.00	
				100-150-552.00-621	00000	NATURAL GAS	7/15/19	1.88	.00	
				100-152-551.24-621	00000	NATURAL GAS	7/15/19	448.91	.00	
				100-151-551.24-621	00000	NATURAL GAS	7/15/19	3,222.97	.00	
				205-205-533.00-621	00000	NATURAL GAS	7/15/19	5.70	.00	
				100-155-551.25-621	00000	NATURAL GAS	7/15/19	5.02	.00	
				100-156-551.25-621	00000	NATURAL GAS	7/15/19	.00	.00	
				200-200-531.00-621	00000	NATURAL GAS	7/15/19	1.64	.00	
				500-501-532.60-621	00000	NATURAL GAS	7/15/19	10.38	.00	
				520-520-532.70-621	00000	NATURAL GAS	7/15/19	.70	.00	
				100-130-555.00-621	00000	NATURAL GAS	7/15/19	90.05	.00	
						* Invoice Sub-Total:		3,806.15	.00	
04870	HOBBY LOBBY	071	001620	GENERAL						
				100-100-510.00-590	00000	SUPPLIES	7/15/19	24.68	.00	
04457	HOUSTON STAN EQUIP CO, INC	071	001621	03 775342						
				520-520-532.70-432	00000	SUPPLIES	7/15/19	258.90	.00	
03013	HOWERTER MD MARK S	071	001622	RESCUE						
				100-121-523.00-320	00000	MED DIRECTOR	7/15/19	583.00	.00	
02423	IMPACT TELECOM	071	001717	1179018025						
				220-220-521.51-624	00000	PHONE CHARGE	7/15/19	61.64	.00	
42260	INGRAM LIBRARY SERVICES, INC	071	001624	LIBRARY						
				100-130-555.00-765	00000	BOOKS	7/15/19	597.24	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
45453	JACKSON SERVICES INC	071	001625	JULY19						
				100-100-510.00-603	00000	SUPPLIES	7/15/19	111.70	.00	
				100-102-551.27-603	00000	FLOOR MATS	7/15/19	20.25	.00	
				100-103-551.27-603	00000	SUPPLIES	7/15/19	20.25	.00	
				100-121-523.00-603	00000	SUPPLIES	7/15/19	343.86	.00	
				100-150-552.00-280	00000	UNIFORMS	7/15/19	64.96	.00	
				100-151-551.24-603	00000	SUPPLIES	7/15/19	44.00	.00	
				100-152-551.24-603	00000	SUPPLIES	7/15/19	32.00	.00	
				200-200-531.00-280	00000	UNIFORMS	7/15/19	1,094.92	.00	
				500-500-532.50-280	00000	UNIFORMS	7/15/19	448.48	.00	
				500-500-532.50-603	00000	SUPPLIES	7/15/19	160.89	.00	
				500-501-532.60-280	00000	UNIFORMS	7/15/19	353.60	.00	
				520-520-532.70-280	00000	UNIFORMS	7/15/19	265.96	.00	
				520-520-532.70-431	00000	SUPPLIES	7/15/19	63.62	.00	
				520-520-532.70-603	00000	SUPPLIES	7/15/19	122.82	.00	
				570-570-545.00-280	00000	UNIFORMS	7/15/19	355.64	.00	
				570-570-545.00-603	00000	SUPPLIES	7/15/19	58.78	.00	
				100-110-521.00-603	00000	SUPPLIES	7/15/19	131.98	.00	
				500-500-532.50-601	00000	SUPPLIES	7/15/19	44.24	.00	
				500-501-532.60-603	00000	SUPPLIES	7/15/19	92.71	.00	
						* Invoice Sub-Total:		3,830.66	.00	
00260	JOHNSON DALE TRUCKING	071	001626	30650						
				200-200-531.00-601	00000	SUPPLIES	7/15/19	1,041.60	.00	
48654	KELLY SUPPLY COMPANY	071	001627	JULY19						
				100-120-522.00-601	00000	SUPPLIES	7/15/19	3.98	.00	
				100-151-551.24-431	00000	SUPPLIES	7/15/19	174.71	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	82.32	.00	
						* Invoice Sub-Total:		261.01	.00	
05779	KENDIG KEAST COLLABORATIVE	071	001628	19481						
				100-100-510.00-720	00000	LAND DEV ORD	7/15/19	7,779.50	.00	
06288	KNTK-FM	071	001629	1190712853						
				100-151-551.24-540	00000	ADVERTISING	7/15/19	500.00	.00	
04230	KRATOCHVIL MICHAEL	071	001630	LIBRARY						
				100-130-555.00-432	00000	MILEAGE/FUEL	7/15/19	36.35	.00	
05394	LANGUAGE LINE SERVICES INC	071	001631	4595185						
				220-220-521.51-320	00000	INTERPRETATI	7/15/19	27.44	.00	
				221-221-521.51-320	00000	INTERPRETATI	7/15/19	133.97	.00	
						* Invoice Sub-Total:		161.41	.00	
02575	LIEN PETE & SONS INC	071	001632	055784						
				500-501-532.60-606	00000	CHEMICALS	7/15/19	10,226.84	.00	
03949	LINCOLN WINWATER WORKS	071	001633	061916						
				500-500-532.50-439	00000	SUPPLIES	7/15/19	861.24	.00	
02515	LOHR JOHN F	071	001634	GENERAL						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-100-510.00-590	00000	MILEAGE	7/15/19	58.00	.00	
53336	LOUP POWER DISTRICT	E	071	001718	JULY19					
				100-100-510.00-662	00000	ELECTRICITY	7/15/19	366.19	.00	
				100-110-521.00-622	00000	ELECTRICITY	7/15/19	1,261.37	.00	
				100-100-510.00-622	00000	ELECTRICITY	7/15/19	1,698.05	.00	
				100-121-523.00-622	00000	ELECTRICITY	7/15/19	690.84	.00	
				100-120-522.00-622	00000	ELECTRICITY	7/15/19	690.84	.00	
				100-102-551.27-622	00000	ELECTRICITY	7/15/19	120.14	.00	
				100-112-545.10-622	00000	ELECTRICITY	7/15/19	.00	.00	
				100-140-541.00-622	00000	ELECTRICITY	7/15/19	29.30	.00	
				100-150-552.00-622	00000	ELECTRICITY	7/15/19	5,122.25	.00	
				100-151-551.24-622	00000	ELECTRICITY	7/15/19	10,744.86	.00	
				100-152-551.24-622	00000	ELECTRICITY	7/15/19	5,139.17	.00	
				100-155-551.25-622	00000	ELECTRICITY	7/15/19	678.63	.00	
				100-156-551.25-622	00000	ELECTRICITY	7/15/19	5,038.60	.00	
				200-200-531.00-622	00000	ELECTRICITY	7/15/19	31,001.01	.00	
				205-205-533.00-626	00000	ELECTRICITY	7/15/19	453.80	.00	
				205-205-533.00-622	00000	ELECTRICITY	7/15/19	589.04	.00	
				500-500-532.50-622	00000	ELECTRICITY	7/15/19	2,134.67	.00	
				500-501-532.60-622	00000	ELECTRICITY	7/15/19	18,843.24	.00	
				520-520-532.70-622	00000	ELECTRICITY	7/15/19	6,117.18	.00	
				520-522-532.70-622	00000	ELECTRICITY	7/15/19	694.21	.00	
				570-570-545.00-622	00000	ELECTRICITY	7/15/19	406.90	.00	
				300-300-570.00-730	00000	12AV PROPERT	7/15/19	.00	.00	
				100-130-555.00-622	00000	ELECTRICITY	7/15/19	4,056.78	.00	
				200-200-531.00-432	00000	ST LIGHT REP	7/15/19	2,009.08	.00	
						* Invoice Sub-Total:		97,886.15	.00	
04956	M & L INC	071	001635	21						
				570-570-545.00-458	00000	WASTE CONTRA	7/15/19	6,624.42	.00	
03010	MAIL PREP ETC	071	001636	1228						
				100-100-510.00-604	00000	POSTAGE	7/15/19	133.45	.00	
03334	MAILFINANCE	071	001637	GENERAL						
				100-100-510.00-604	00000	MACHINE LEAS	7/15/19	617.67	.00	
05741	MARLEY'S ELECTRIC-CCE	071	001638	9783						
				200-200-531.00-432	00000	SERVICE CALL	7/15/19	909.77	.00	
52702	MATHESON-LINWELD	071	001639	RESCUE						
				100-121-523.00-601	00000	SUPPLIES	7/15/19	511.22	.00	
04437	MC2 INC	071	001640	0041239-IN						
				500-501-532.60-432	00000	SUPPLIES	7/15/19	1,790.74	.00	
56662	MENARDS	071	001641	LIBRARY						
				100-130-555.00-431	00000	SUPPLIES	7/15/19	49.89	.00	
				100-130-555.00-640	00000	TEEN PROGRAM	7/15/19	47.36	.00	
						* Invoice Sub-Total:		97.25	.00	
56662	MENARDS	071	001642	90437						

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				100-130-555.00-640	00000	SOLAR PATH L	7/15/19	47.76	.00	
56662	MENARDS	071	001643	JULY19						
				100-121-523.00-601	00000	SUPPLIES	7/15/19	33.47	.00	
				100-130-555.00-431	00000	SUPPLIES	7/15/19	59.98	.00	
				100-140-541.00-601	00000	SUPPLIES	7/15/19	16.22	.00	
				100-150-552.00-601	00000	SUPPLIES	7/15/19	3.98	.00	
				100-151-551.24-431	00000	SUPPLIES	7/15/19	117.65	.00	
				100-151-551.24-432	00000	SUPPLIES	7/15/19	237.95	.00	
				100-151-551.24-601	00000	SUPPLIES	7/15/19	57.65	.00	
				100-151-551.24-603	00000	SUPPLIES	7/15/19	45.71	.00	
				100-151-551.24-609	00000	SUPPLIES	7/15/19	6.79	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	325.03	.00	
				205-205-533.00-601	00000	SUPPLIES	7/15/19	79.08	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	293.40	.00	
				500-501-532.60-432	00000	SUPPLIES	7/15/19	52.08	.00	
				500-501-532.60-601	00000	SUPPLIES	7/15/19	12.80	.00	
				500-501-532.60-609	00000	SUPPLIES	7/15/19	28.72	.00	
				520-520-532.70-431	00000	SUPPLIES	7/15/19	43.13	.00	
				520-520-532.70-432	00000	SUPPLIES	7/15/19	64.91	.00	
				520-520-532.70-601	00000	SUPPLIES	7/15/19	35.66	.00	
				520-520-532.70-619	00000	SUPPLIES	7/15/19	251.10	.00	
				570-570-545.00-433	00000	SUPPLIES	7/15/19	18.16	.00	
				520-520-532.70-439	00000	SUPPLIES	7/15/19	109.69	.00	
						* Invoice Sub-Total:		1,893.16	.00	
						** VENDOR SUB-TOTAL:		2,038.17	.00	
57020	MID-AMERICAN RESEARCH	071	001644	JULY19						
				100-120-522.00-603	00000	SUPPLIES	7/15/19	248.00	.00	
				100-151-551.24-601	00000	SUPPLIES	7/15/19	752.00	.00	
				100-151-551.24-606	00000	SUPPLIES	7/15/19	1,360.00	.00	
				100-152-551.24-601	00000	SUPPLIES	7/15/19	752.00	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	385.00	.00	
						* Invoice Sub-Total:		3,497.00	.00	
04689	MIDLAND SCIENTIFIC INC	071	001645	5936688						
				500-501-532.60-610	00000	LAB	7/15/19	511.58	.00	
04458	MIDWEST MINI MELTS	071	001646	17134						
				100-151-551.24-630	00000	SUPPLIES	7/15/19	1,372.50	.00	
04031	MIDWEST RIGHT OF WAY SERVICES	071	001647	5282						
				200-200-531.00-730	00000	12AV VIADUCT	7/15/19	1,275.00	.00	
57029	MIDWEST SERVICE & SALES CO	071	001648	26416						
				200-200-531.00-612	00000	SUPPLIES	7/15/19	481.90	.00	
03286	MIKE'S TOWING	071	001649	JULY19						
				100-110-521.00-453	00000	TOWING	7/15/19	800.00	.00	
				100-121-523.00-433	00000	TOWING	7/15/19	175.00	.00	
						* Invoice Sub-Total:		975.00	.00	
04089	MUELLER SHANE	071	001650	CEMETERY						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-140-541.00-590	00000	CLOSE GATES	7/15/19	146.50	.00	
00981	MUELLER SPRINKLERS	071	001651	62821						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	37.26	.00	
01425	MUNICIPAL PIPE TOOL CO LLC	071	001652	30994						
				500-500-532.50-432	00000	SUPPLIES	7/15/19	978.02	.00	
05458	MUNICIPAL SUPPLY INC OF OMAHA	071	001653	0731178-IN						
				520-520-532.70-439	00000	SUPPLIES	7/15/19	269.94	.00	
59963	NEBRASKA LAW ENFORCEMENT	071	001654	POLICE						
				100-110-521.00-270	00000	DUSH-BASIC T	7/15/19	150.00	.00	
				100-110-521.00-751	00000	K-9 PROGRAM	7/15/19	660.00	.00	
						* Invoice Sub-Total:		810.00	.00	
03809	NEBRASKA SPORTS	071	001655	YYB763086						
				100-110-521.00-281	00000	SUPPLIES	7/15/19	248.17	.00	
03645	NEBRASKA-IOWA INDUSTRIAL	071	001656	5902371						
				500-501-532.60-432	00000	SUPPLIES	7/15/19	143.62	.00	
60497	NEWMAN TRAFFIC SIGNS	071	001657	STREET						
				200-200-531.00-612	00000	SUPPLIES	7/15/19	1,132.94	.00	
01924	NIEMANN'S PORT-A-POT LLC	071	001658	I1684						
				100-121-523.00-431	00000	RENTALS	7/15/19	40.00	.00	
61203	NORTHEAST NEBRASKA SOLID	071	001659	JULY19						
				200-200-531.00-625	00000	LANDFILL DIS	7/15/19	2,377.21	.00	
				500-501-532.60-625	00000	LANDFILL DIS	7/15/19	336.97	.00	
				570-570-545.00-455	00000	LANDFILL DIS	7/15/19	65,886.55	.00	
						* Invoice Sub-Total:		68,600.73	.00	
61303	NOVICKI FIRE PREVENTION SERVCS	071	001660	119-19						
				100-120-522.00-601	00000	PARTS & LABO	7/15/19	52.00	.00	
01191	O'REILLY AUTOMOTIVE INC	071	001662	JULY19						
				200-200-531.00-433	00000	SUPPLIES	7/15/19	167.90	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	262.22	.00	
				200-200-531.00-751	00000	V-PLOW	7/15/19	364.56	.00	
				500-500-532.50-432	00000	SUPPLIES	7/15/19	10.48	.00	
				500-500-532.50-439	00000	SUPPLIES	7/15/19	7.98	.00	
				520-520-532.70-432	00000	SUPPLIES	7/15/19	85.56	.00	
						* Invoice Sub-Total:		898.70	.00	
04002	OCLC, INC	071	001663	0000670208						
				100-130-555.00-341	00000	CATALOGING	7/15/19	843.46	.00	
29305	OFFICENET	071	001664	JULY19						
				100-100-510.00-602	00000	SUPPLIES	7/15/19	1,785.26	.00	
				100-102-551.27-602	00000	PAPER	7/15/19	126.68	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-103-551.27-602	00000	SUPPLIES	7/15/19	256.36	.00	
				100-110-521.00-432	00000	SUPPLIES	7/15/19	122.81	.00	
				100-110-521.00-602	00000	SUPPLIES	7/15/19	1,108.45	.00	
				100-112-545.10-602	00000	SUPPLIES	7/15/19	31.67	.00	
				100-120-522.00-602	00000	SUPPLIES	7/15/19	380.04	.00	
				100-145-524.00-602	00000	SUPPLIES	7/15/19	287.12	.00	
				100-150-552.00-602	00000	SUPPLIES	7/15/19	31.67	.00	
				100-152-551.24-602	00000	SUPPLIES	7/15/19	158.35	.00	
				100-156-551.25-602	00000	SUPPLIES	7/15/19	31.67	.00	
				200-200-531.00-602	00000	SUPPLIES	7/15/19	31.67	.00	
				205-205-533.00-602	00000	SUPPLIES	7/15/19	81.57	.00	
				220-220-521.51-602	00000	SUPPLIES	7/15/19	1,724.42	.00	
				500-500-532.50-602	00000	SUPPLIES	7/15/19	318.29	.00	
				520-520-532.70-602	00000	SUPPLIES	7/15/19	328.01	.00	
				570-570-545.00-602	00000	SUPPLIES	7/15/19	95.01	.00	
						* Invoice Sub-Total:		6,899.05	.00	
06023	OLSON'S PEST TECHNICIANS	071	001665	JULY19						
				100-102-551.27-431	00000	PEST CONTROL	7/15/19	47.00	.00	
				200-200-531.00-431	00000	PEST CONTROL	7/15/19	52.00	.00	
				570-570-545.00-320	00000	PEST CONTROL	7/15/19	47.00	.00	
						* Invoice Sub-Total:		146.00	.00	
04590	ONE CALL CONCEPTS INC	071	001661	9060121						
				500-500-532.50-439	00000	LOCATE FEES	7/15/19	152.92	.00	
				520-520-532.70-439	00000	LOCATE FEES	7/15/19	152.92	.00	
						* Invoice Sub-Total:		305.84	.00	
04440	ONE SOURCE	071	001666	20190630						
				100-100-510.00-590	00000	BACKGROUND C	7/15/19	313.00	.00	
				100-140-541.00-590	00000	BACKGROUND C	7/15/19	22.00	.00	
				100-151-551.24-590	00000	BACKGROUND C	7/15/19	368.00	.00	
				100-150-552.00-590	00000	BACKGROUND C	7/15/19	22.00	.00	
						* Invoice Sub-Total:		725.00	.00	
67443	OVERHEAD DOOR COMPANY	071	001667	JULY19						
				100-120-522.00-431	00000	MAINTENANCE	7/15/19	681.14	.00	
				205-205-533.00-448	00000	MAINTENANCE	7/15/19	28.04	.00	
						* Invoice Sub-Total:		709.18	.00	
02381	PARAGON CONSULTING SERVICES	071	001668	55628						
				560-560-532.95-340	00000	SOFTWARE MAI	7/15/19	402.50	.00	
02381	PARAGON CONSULTING SERVICES	071	001669	JULY19						
				100-100-510.00-340	00000	SOFTWARE MAI	7/15/19	287.50	.00	
				500-500-532.50-340	00000	SOFTWARE MAI	7/15/19	186.88	.00	
				520-520-532.70-340	00000	SOFTWARE MAI	7/15/19	186.87	.00	
				560-560-532.95-340	00000	SOFTWARE MAI	7/15/19	661.25	.00	
						* Invoice Sub-Total:		1,322.50	.00	
						** VENDOR SUB-TOTAL:		1,725.00	.00	
01968	PARTS BIN	071	001670	666838						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				200-200-531.00-601	00000	SUPPLIES	7/15/19	57.19	.00	
06298	PARTSMASTER	071	001671	23435604						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	150.09	.00	
03680	PEPSI BOTTLING GROUP	071	001672	08693959						
				100-151-551.24-630	00000	SUPPLIES	7/15/19	564.03	.00	
70269	PETTY CASH	071	001673	POLICE						
				100-110-521.00-270	00000	TRAINING EXP	7/15/19	52.16	.00	
				100-110-521.00-590	00000	MISC EXPENSE	7/15/19	32.20	.00	
				100-110-521.00-604	00000	POSTAGE	7/15/19	80.50	.00	
						* Invoice Sub-Total:		164.86	.00	
71789	PRESTOX	071	001674	RESCUE						
				100-121-523.00-431	00000	PEST CONTROL	7/15/19	92.00	.00	
05722	PRYOR LEARNING SOLUTIONS, INC.	071	001675	JULY19						
				500-500-532.50-270	00000	WACHA	7/15/19	249.00	.00	
				520-520-532.70-270	00000	GERNSTEIN	7/15/19	249.00	.00	
						* Invoice Sub-Total:		498.00	.00	
73634	REARDON LAWN & GARDEN INC	071	001676	JULY19						
				100-140-541.00-432	00000	SUPPLIES	7/15/19	6.50	.00	
				100-156-551.25-432	00000	SUPPLIES	7/15/19	14.97	.00	
				205-205-533.00-432	00000	SUPPLIES	7/15/19	8.99	.00	
						* Invoice Sub-Total:		30.46	.00	
05933	RECREONICS INC.	071	001677	POOLS						
				100-151-551.24-431	00000	SUPPLIES	7/15/19	66.90	.00	
				100-152-551.24-432	00000	SUPPLIES	7/15/19	43.36	.00	
						* Invoice Sub-Total:		110.26	.00	
00487	REDSTONE VETERINARY CLINIC	071	001678	ANIMAL CTL						
				100-112-545.10-320	00000	ANIMAL CARE	7/15/19	2,815.80	.00	
04739	RVW INC	071	001679	E911						
				211-211-570.00-755	00000	E911 COMM CT	7/15/19	1,100.00	.00	
05869	SANDRY FIRE SUPPLY LLC	071	001684	FIRE						
				100-120-522.00-751	00000	TURN OUT GEA	7/15/19	1,080.76	.00	
77076	SAPP BROS COLUMBUS INC	071	001685	JULY19						
				100-121-523.00-605	00000	FUEL	7/15/19	76.22	.00	
				205-205-533.00-605	00000	FUEL	7/15/19	422.28	.00	
						* Invoice Sub-Total:		498.50	.00	
76831	SAPP BROS PETROLEUM INC	071	001683	JULY19						
				100-110-521.00-605	00000	FUEL	7/15/19	4,560.00	.00	
				100-120-522.00-605	00000	FUEL	7/15/19	214.62	.00	
				100-156-551.25-431	00000	FUEL	7/15/19	103.00	.00	
				100-156-551.25-605	00000	FUEL	7/15/19	1,638.29	.00	

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				500-501-532.60-432	00000	FUEL	7/15/19	2,580.05	.00	
						* Invoice	Sub-Total:	9,095.96	.00	
03289	SERVICEMASTER BY SHEVLIN	071	001680	6473						
				100-130-555.00-603	00000	JANITORIAL	7/15/19	2,085.00	.00	
04220	SHEVLIN SUPPLY	071	001686	3908						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	338.70	.00	
81125	STATE OF NEBR DEPT OF REVENUE	071	001681	POOLS						
				100-151-551.24-669	00000	SALES TAX	7/15/19	7,739.80	.00	
				100-152-551.24-669	00000	SALES TAX	7/15/19	194.82	.00	
						* Invoice	Sub-Total:	7,934.62	.00	
81125	STATE OF NEBR DEPT OF REVENUE	071	001682	GOLF						
				100-155-551.25-669	00000	SALES TAX	7/15/19	1,243.92	.00	
				100-156-551.25-669	00000	SALES TAX	7/15/19	1,859.07	.00	
						* Invoice	Sub-Total:	3,102.99	.00	
81125	STATE OF NEBR DEPT OF REVENUE	071	001687	JULY19						
				520-520-532.70-669	00000	SALES TAX	7/15/19	12,927.87	.00	
				500-500-532.50-669	00000	SALES TAX	7/15/19	37,851.15	.00	
						* Invoice	Sub-Total:	50,779.02	.00	
						** VENDOR	SUB-TOTAL:	61,816.63	.00	
01801	STERICYCLE INC	071	001688	4008669225						
				100-121-523.00-603	00000	MAINT FEE	7/15/19	874.90	.00	
05340	SUNBELT RENTALS INC	071	001689	91013051-1						
				200-200-531.00-452	00000	EQUIP RENTAL	7/15/19	141.73	.00	
00515	SUPER SAVER	071	001690	107988						
				100-103-551.27-601	00000	SUPPLIES	7/15/19	11.64	.00	
				100-103-551.27-630	00000	SUPPLIES	7/15/19	38.08	.00	
						* Invoice	Sub-Total:	49.72	.00	
05820	SUPERION, LLC	071	001691	243234-JV						
				100-110-521.00-340	00000	MAINT AGREEM	7/15/19	5,494.81	.00	
				220-220-521.51-438	00000	MAINT AGREEM	7/15/19	6,992.67	.00	
				221-221-521.51-438	00000	MAINT AGREEM	7/15/19	1,432.23	.00	
						* Invoice	Sub-Total:	13,919.71	.00	
00541	SYSCO LINCOLN	071	001692	JULY19						
				100-103-551.27-601	00000	SUPPLIES	7/15/19	253.65	.00	
				100-103-551.27-630	00000	SUPPLIES	7/15/19	2,945.60	.00	
				100-151-551.24-630	00000	SUPPLIES	7/15/19	6,453.25	.00	
						* Invoice	Sub-Total:	9,652.50	.00	
02318	T-BONE FUEL DELIVERY	071	001693	TRANSFER						
				570-570-545.00-605	00000	FUEL	7/15/19	6,726.44	.00	
05910	TELECOMMUNICATION SYSTEMS INC.	071	001694	04-037133						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				225-225-521.51-624	00000	TEXT TO E911	7/15/19	1,554.00	.00	
09567	TIRE OUTLET INC	071	001695	JULY19						
				100-121-523.00-433	00000	REPAIRS	7/15/19	430.00	.00	
				100-150-552.00-432	00000	REPAIRS	7/15/19	16.00	.00	
				570-570-545.00-433	00000	REPAIRS	7/15/19	480.00	.00	
				* Invoice Sub-Total:				926.00	.00	
04366	TOTALFUNDS	071	001696	GENERAL						
				100-100-510.00-604	00000	POSTAGE	7/15/19	1,000.00	.00	
83022	TRACTOR SUPPLY CREDIT PLAN	071	001697	JULY19						
				100-150-552.00-601	00000	SUPPLIES	7/15/19	54.99	.00	
				200-200-531.00-432	00000	SUPPLIES	7/15/19	65.97	.00	
				200-200-531.00-601	00000	SUPPLIES	7/15/19	159.98	.00	
				205-205-533.00-601	00000	SUPPLIES	7/15/19	59.90	.00	
				500-501-532.60-432	00000	SUPPLIES	7/15/19	128.55	.00	
				* Invoice Sub-Total:				469.39	.00	
03541	TRUCK CENTER COMPANIES	071	001698	JULY19						
				100-120-522.00-433	00000	MAINTENANCE	7/15/19	529.83	.00	
				500-501-532.60-432	00000	MAINTENANCE	7/15/19	23.66	.00	
				570-570-545.00-433	00000	MAINTENANCE	7/15/19	174.41	.00	
				* Invoice Sub-Total:				727.90	.00	
04548	TWIN RIVERS VETERINARY CLINIC	071	001699	ANIMAL CTL						
				100-112-545.10-320	00000	ANIMAL CARE	7/15/19	541.15	.00	
02863	TYPHOON WASH	071	001700	171-3664						
				100-110-521.00-433	00000	CAR WASHES	7/15/19	36.92	.00	
00493	U & I SANITATION	071	001701	8577-244						
				100-120-522.00-431	00000	GARBAGE SERV	7/15/19	49.50	.00	
88137	UNITED STATES POST OFFICE	071	001702	JULY19						
				500-500-532.50-604	00000	UTILITY BILL	7/15/19	1,202.60	.00	
				520-520-532.70-604	00000	UTILITY BILL	7/15/19	1,202.60	.00	
				* Invoice Sub-Total:				2,405.20	.00	
02210	UPS STORE	071	001703	21404						
				100-151-551.24-432	00000	VACUUM REPAI	7/15/19	105.00	.00	
				100-152-551.24-432	00000	VACUUM REPAI	7/15/19	105.00	.00	
				* Invoice Sub-Total:				210.00	.00	
03789	UTILITY SERVICE CO INC	071	001704	WATER						
				520-520-532.70-439	00000	SYSTEM MAINT	7/15/19	14,163.18	.00	
00295	VAN DIEST SUPPLY COMPANY	071	001705	GOLF						
				100-155-551.25-607	00000	CHEMICALS	7/15/19	736.00	.00	
				100-156-551.25-607	00000	CHEMICALS	7/15/19	2,550.00	.00	
				* Invoice Sub-Total:				3,286.00	.00	
05201	VAN WALL EQUIPMENT INC	071	001706	1217991						

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VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				100-156-551.25-432	00000	SUPPLIES	7/15/19	392.72	.00	
06237	VERIZON CONNECT NWF, INC.	071	001707	1803644						
				100-102-551.27-340	00000	GPS SERVICE	7/15/19	90.85	.00	
				560-560-532.95-320	00000	GPS SERVICE	7/15/19	35.95	.00	
						* Invoice Sub-Total:		126.80	.00	
04312	VERIZON WIRELESS	071	001708	JULY19						
				100-100-510.00-624	00000	CELL PHONES	7/15/19	388.71	.00	
				205-205-533.00-624	00000	CELL PHONES	7/15/19	70.04	.00	
				100-140-541.00-624	00000	CELL PHONES	7/15/19	44.02	.00	
				100-102-551.27-624	00000	CELL PHONES	7/15/19	26.02	.00	
				100-145-524.00-624	00000	CELL PHONES	7/15/19	175.21	.00	
				100-156-551.25-624	00000	CELL PHONES	7/15/19	44.02	.00	
				100-130-555.00-624	00000	CELL PHONES	7/15/19	55.98	.00	
				100-150-552.00-320	00000	SPORTS/ACT D	7/15/19	43.15	.00	
				100-150-552.00-624	00000	CELL PHONES	7/15/19	93.03	.00	
				100-151-551.24-624	00000	CELL PHONES	7/15/19	26.02	.00	
				100-152-551.24-624	00000	CELL PHONES	7/15/19	26.02	.00	
				500-500-532.50-624	00000	CELL PHONES	7/15/19	266.08	.00	
				520-520-532.70-624	00000	CELL PHONES	7/15/19	154.07	.00	
				570-570-545.00-624	00000	CELL PHONES	7/15/19	96.06	.00	
				200-200-531.00-624	00000	CELL PHONES	7/15/19	237.23	.00	
				500-501-532.60-624	00000	CELL PHONES	7/15/19	88.04	.00	
				220-220-521.51-624	00000	CELL PHONES	7/15/19	44.02	.00	
				100-120-522.00-624	00000	CELL PHONES	7/15/19	639.27	.00	
				100-121-523.00-624	00000	CELL PHONES	7/15/19	.00	.00	
				100-110-521.00-624	00000	CELL PHONES	7/15/19	.00	.00	
						* Invoice Sub-Total:		2,405.03	.00	
06230	VVS CANTEEN	071	001709	458259						
				100-125-522.00-601	00000	SUPPLIES	7/15/19	92.76	.00	
18993	WASTE CONNECTIONS OF NEBRASKA	071	001710	5368977						
				100-100-510.00-625	00000	WASTE REMOVA	7/15/19	65.00	.00	
				100-110-521.00-625	00000	WASTE REMOVA	7/15/19	65.00	.00	
				100-130-555.00-625	00000	WASTE REMOVA	7/15/19	65.00	.00	
						* Invoice Sub-Total:		195.00	.00	
06299	WATSON	071	001711	000084373						
				211-211-570.00-755	00000	E911 COMM CT	7/15/19	85,884.50	.00	
02867	WEST POINT IMPLEMENT OF	071	001712	JULY19						
				200-200-531.00-432	00000	SUPPLIES	7/15/19	277.20	.00	
				205-205-533.00-432	00000	SUPPLIES	7/15/19	214.82	.00	
						* Invoice Sub-Total:		492.02	.00	
98491	ZEE MEDICAL SERVICE	071	001713	125-015620						
				100-110-521.00-601	00000	SUPPLIES	7/15/19	202.15	.00	

INVOICE HEADER RECORDS TOTAL:	2,143,194.39	.00
INVOICE DETAIL LINE ITEMS TOTAL:	2,143,194.39	.00
INCLUDES MANUAL CHECKS TOTALING	BALANCED	.00
		BALANCED

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on the W1/3 of Lot 2 and all of Lot 3 and E1/3 of Lot 4, all in Block 116, Original City of Columbus, Platte County Nebraska (2311 and 2319 11 Street) from "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District) and at said hearing and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 24, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 2311 and 2319 from ML/C1 to B-1) (W 1/3rd of Lot 2, all of Lot 3 and the east 1/3rd of Lot 4, Block 116, Original City.

RECOMMENDATION:

I recommend approval of this rezoning to B-1, Eleventh Street at this location is essentially part of the Central Business District and I believe the rezoning is a good fit for the area.

DISCUSSION:

We have received an application to rezone property located at 2311 and 2319 11th Street from ML/C-1 to B-1. This part of Eleventh Street is part of the downtown business district and I believe B-1 zoning is appropriate for the area. The Husker Bar is located at 2311 11th Street and owner has plans of expanding into 2319 11th Street.

FISCAL IMPACT:

None

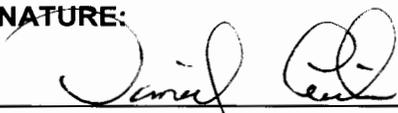
ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: _____

Approved By: _____




RE-ZONING APPLICATION

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

FILED

JUN 13 2019

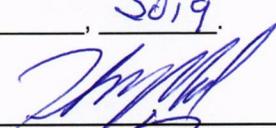
**CITY CLERK
COLUMBUS, NEBR.**

1. Applicant's Name: Oborny Group, LLC
Applicant's Address: 1003 2nd St., Columbus, NE 68601
2. Property Owner: Oborny Group, LLC
Address of Property: 2311 and 2319 11th St., Columbus, NE 68601
Legal Description of Property: W1/3rd of Lot 2 and all of Lot 3 (2311 11th St) and E1/3rd of Lot 4 (2319 11th St.), all in Block 116, Original City of Columbus, Platte County, Nebraska.
Present Zoning Classification C-1 (ML/C-1 Light Industrial District)
Requested Zoning Classification B-1 (Central Business District)
3. Set forth a description of the reason for the Re-zoning Application:
Applicant is the contract purchaser of the former Overturn Electric Motors Co. property at 2319 11th St. and seeks to incorporate that property into his Husker Bar business and seeks to rezone the subject properties from C-1 to B-1 and simultaneously seek a Special Use Permit to allow a single-family residence on the 2nd floor of the building located on Lot 3 of Block 116.
Set forth the nature and operating characteristics of the proposed use:
Single family residence on the 2nd floor of the building located on Lot 3, Block 116, and the incorporation of the building on the E1/3rd of Lot 4 into Applicant's bar business.
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See Attached.

I, the undersigned, am the authorized agent for the owner of the property described in this Application.

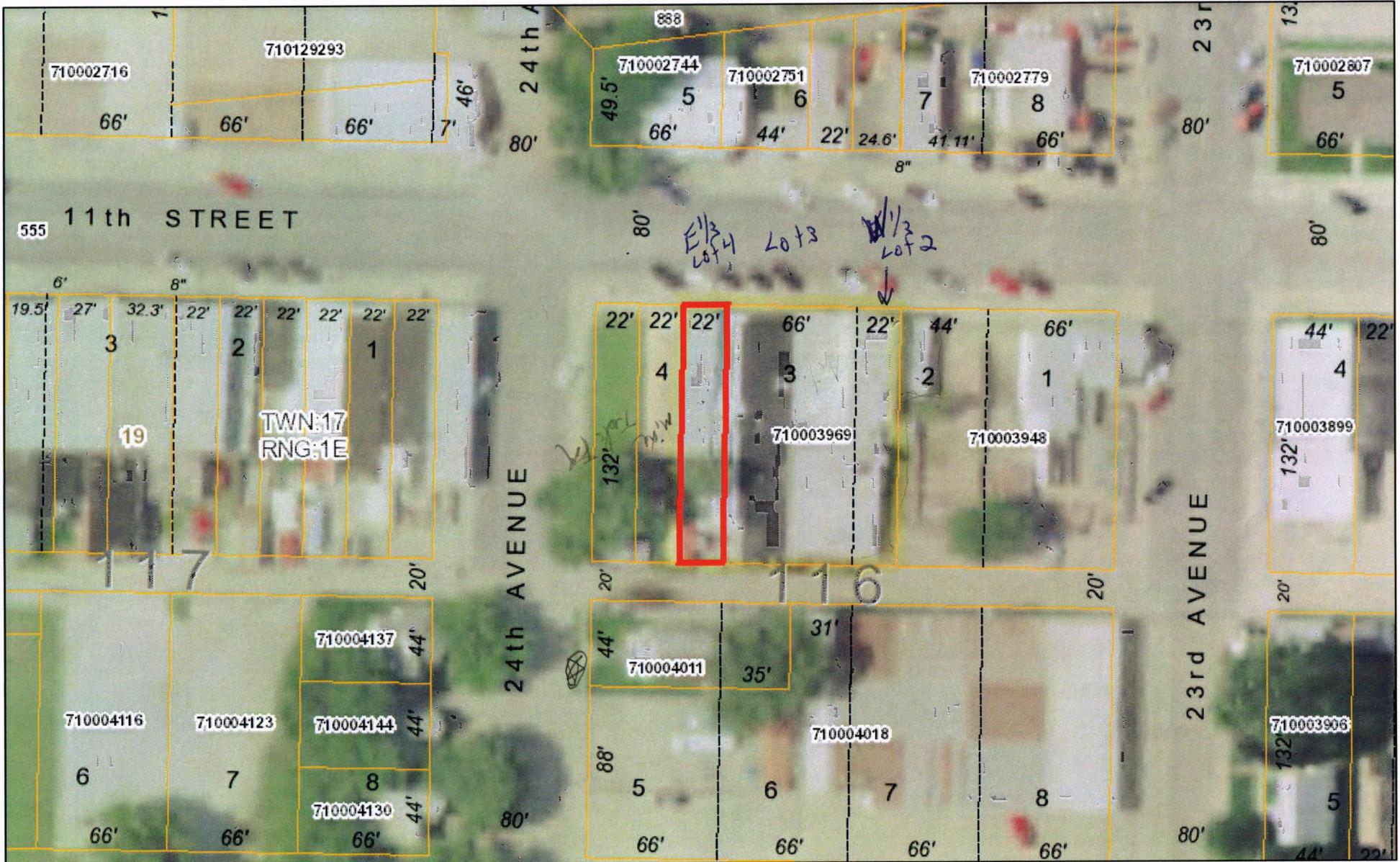
Dated this 12th day of June, 2019.



Thomas M. Maul, Authorized Agent

APPLICATION FILED BY:
THOMAS M. MAUL, ATTORNEY REPRESENTING OWNER/AGENT
SEND COPIES OF NOTICES TO ATTORNEY

N1

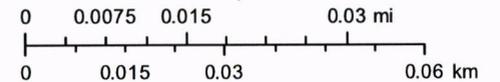


May 30, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,128

- Lot Lines
- Sections
- Parcels
- Townships



Handwritten notes: C-1, 44' x 35', Log + Area, 10227607

ORDINANCE NO. 19 - 19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: WEST 1/3 OF LOT 2 AND ALL OF LOT 3 AND THE EAST 1/3 OF LOT 4, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; FROM THE PRESENT ZONING CLASSIFICATION OF "ML/C-1" (LIMITED INDUSTRIAL DISTRICT) TO "B-1" (CENTRAL BUSINESS DISTRICT), TO AMEND THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following described real estate, to wit:

East 1/3 of Lot 2 and all of Lot 3 and the East 1/3 of Lot 4, Block 116, Original City of Columbus, Platte County, Nebraska; be rezoned and reclassified from the present zoning classification of "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District), and

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

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

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

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

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

West 1/3 of Lot 2 and all of Lot 3 and the East 1/3 of Lot 4, Block 116, Original City of Columbus, Platte County, Nebraska; be rezoned and reclassified from the present zoning classification of "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District), be and the same is hereby approved.

Section 2. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, under Ordinance No. 96-08, as amended, dated March 18, 1996 and adopted August 4, 1997 as the Official Zoning Code of Columbus by Ordinance No. 97-17, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District) and that the Zoning Map adopted and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same is hereby amended to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow a second floor single-family apartment on the following described real estate in an "B-1" (Central Business District) zone: located on Lot 3, Block 116, Original City of Columbus, Platte County, Nebraska (2311 11 Street) and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 25, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to Allow a 2nd Floor Single Family Apartment in a B-1 Zoning District

RECOMMENDATION:

I recommend approval of this Special Use permit to allow a 2nd floor single family apartment, the City has been trying to encourage second floor dwellings in the downtown and I believe this is a good use of the existing space.

DISCUSSION:

We have received an application for a Special Use permit allow a 2nd floor dwelling located at 2311 11th Street. As part of the building permit, approval process plans will be required including IBC required separation depending on if the space is sprinklered. The plan will also need submitted to the State Fire Marshal's office for approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Special Use Permit

SIGNATURE:

By: _____



Approved By: _____



SPECIAL USE PERMIT APPLICATION

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

FILED

JUN 13 2019

**CITY CLERK
COLUMBUS, NEBR.**

1. Applicant's Name: Oborny Group, LLC
Applicant's Address: 1003 2nd St., Columbus, NE 68601
2. Property Owner: Oborny Group, LLC
Address of Property: 2311 11th St., Columbus, Nebraska
Legal Description of Property: Lot 3, Block 116, Original City of Columbus, Platte County, Nebraska.

3. Set forth a description of the nature and operating characteristics of the proposed use:
Creating a single-family residence on the 2nd floor of the building located on the above described property. Applicant is currently seeking a rezoning of the subject property from C-1 to B-1 to then allow a single family dwelling on the 2nd floor, with a special use permit.

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

See Attached

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

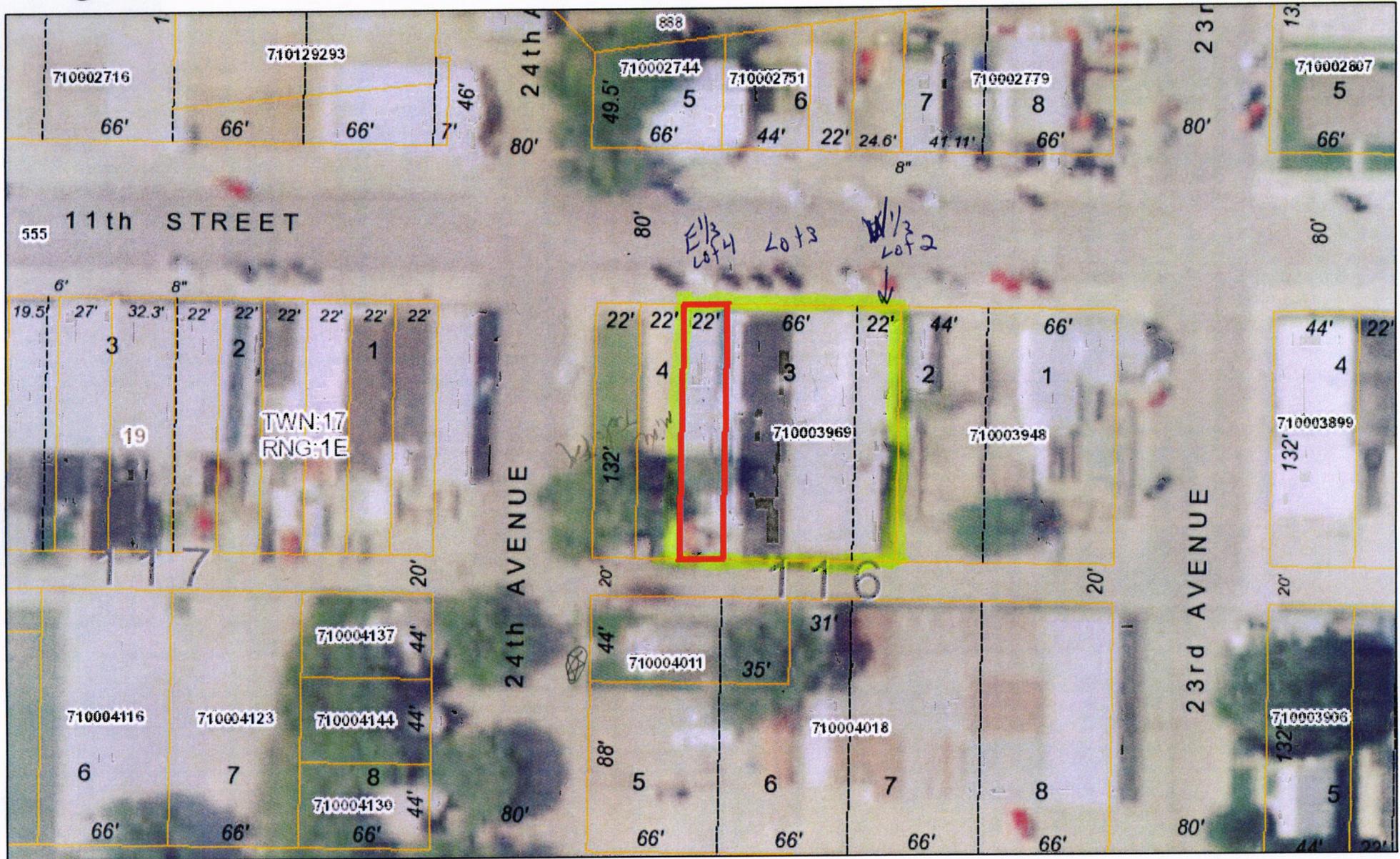
Dated this 12th day of June, 2019.



Thomas M. Maul, Authorized Agent

APPLICATION FILED BY:
THOMAS M. MAUL, ATTORNEY REPRESENTING OWNER/AGENT
SEND COPIES OF NOTICES TO ATTORNEY

N1

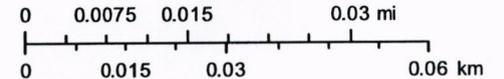


May 30, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,128

- Lot Lines
- Sections
- Parcels
- Townships



1-2
44' x 35'
Log # 7607

ORDINANCE NO. 19- 20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT TO ALLOW FOR A SECOND FLOOR APARTMENT AS CONTAINED IN THE ZONING DISTRICT REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-1" (CENTRAL BUSINESS DISTRICT) ZONE: LOT 3, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow for a Second Floor Apartment as contained in the Zoning District Regulations of the Zoning Code, on the following described real estate, to wit:

LOT 3, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA;

which is in a "B-1" Central Business District Zone; and,

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

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

Section 1. That a Special Use Permit has been issued to allow for a Second Floor Apartment as contained in the Zoning District Regulations of the Zoning Code, on the following described real estate, to wit:

LOT 3, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA;

which is in a "B-1" Central Business District Zone.

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

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by '16-405 of Nebraska Revised Statutes with

distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on Lots 5 and 6, Block 16, Phillips 3rd Addition to the City of Columbus, Platte County, Nebraska (2518 and 2510 22 Street) from "R-1" (Single-Family Residential District) to "B-2" (General Commercial District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 25, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 2510 and 2518 22nd Street from R-1 to B-2

RECOMMENDATION:

I recommend approval of this rezoning for the use by Arby's, and to amend the Future Land Use map accordingly. If approved the parking and drive-thru will be improved in addition to a grass or landscaped buffer adjacent to the property to the east.

DISCUSSION:

We have received an application to rezone 2510 and 2518 22nd Street from R-1 to B-2 to allow for upgrades to the parking better drive thru access and flow.

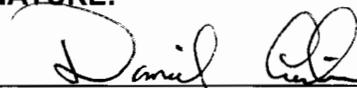
FISCAL IMPACT:

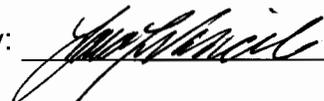
None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By:  _____

Approved By:  _____

FILED

JUN 12 2019

CITY CLERK
COLUMBUS, NEBR.

RE-ZONING APPLICATION

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

1. Applicant's Name: Panda, Inc.
Applicant's Address: 13911 Gold Circle, Ste 130, Omaha, NE 68144

2. Property Owner: Applicant has contracted to buy the following described properties, which sales will have closed by the time of the hearings on this matter
Address of Property: 2518 22nd St. and 2510 22nd St., Columbus, Nebraska
Legal Description of Property: Lots 5 and 6, Block 16, Phillips 3rd Addition to the City of Columbus, Platte County, Nebraska.

Present Zoning Classification	R-1 Single-Family Residential
Requested Zoning Classification	B-2 General Commercial

3. Set forth a description of the reason for the Re-zoning Application:
Applicant is the owner of the Arby's restaurant located north of Lots 5 and 6 and Applicant wants to expand its parking lot and reroute it's drive-through lane along and across a portion of Lots 5 and 6.

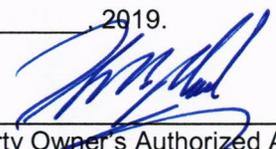
Set forth the nature and operating characteristics of the proposed use:

Parking lot and drive-through lane to the existing Arby's restaurant

4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.
See attached (not to scale) map showing the approximate location of Lots 5 and 6 and the approximate location of the drive-through lane across a portion of Lot 6.

I, the undersigned, am the contracted property owner's authorized agent.

Dated this 12th day of June, 2019.



Property Owner's Authorized Agent

APPLICATION FILED BY:
THOMAS M. MAUL, ATTORNEY REPRESENTING OWNER/AGENT
SEND COPIES OF NOTICES TO ATTORNEY

N ↑

Highway 30

26th Ave

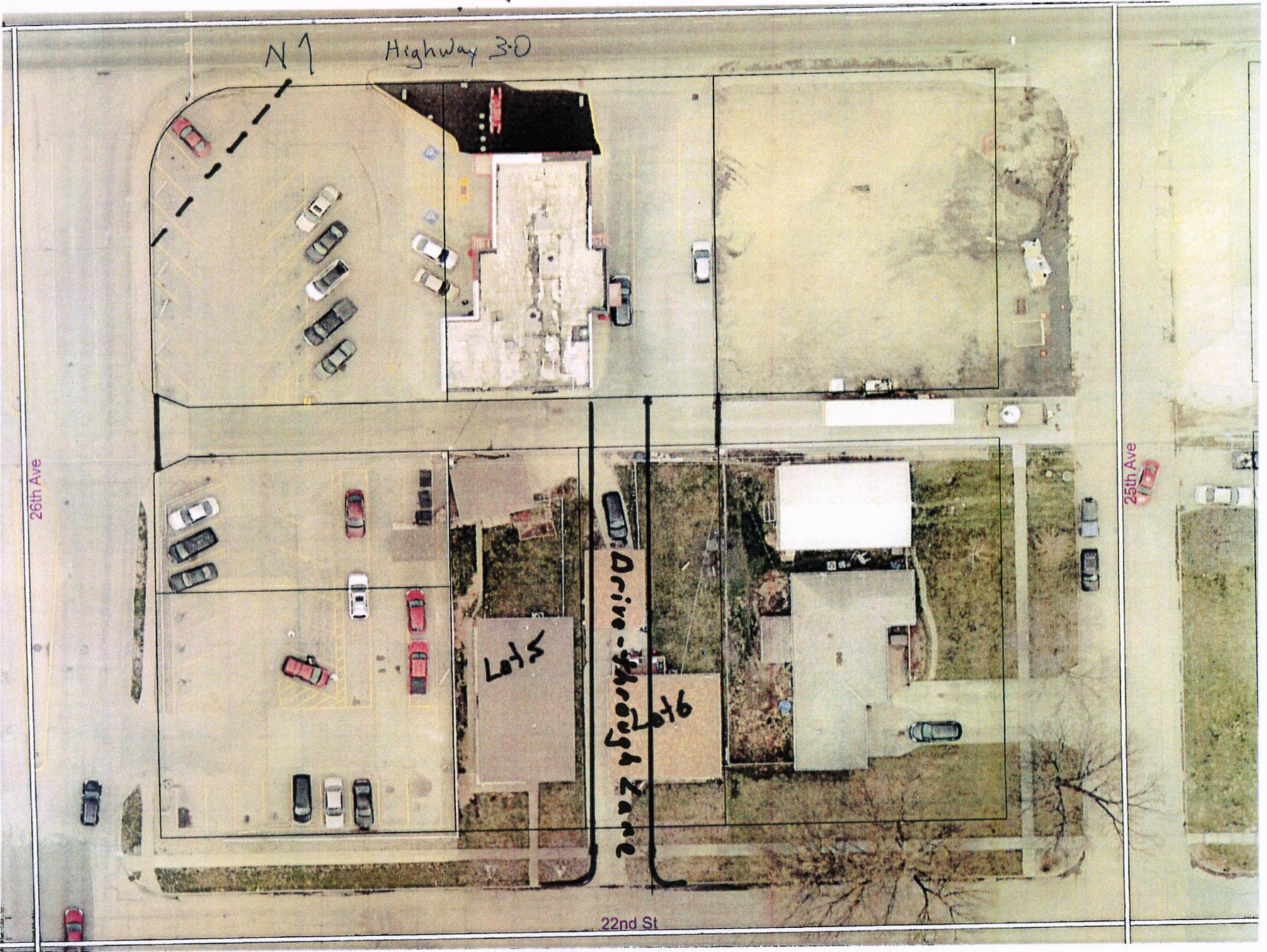
25th Ave

22nd St

519

Drive-Through Lane

919



ORDINANCE NO. 19-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOTS 5 AND 6, BLOCK 16,, PHILLIPS 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM "R-1" (SINGLE- FAMILY RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT), TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES.

WHEREAS, a request has been made that the following described real estate be rezoned from "R-1" (Single-Family Residential District) to "B-2" (General Commercial District), to wit:

LOTS 5 AND 6, BLOCK 16, PHILLIPS 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA;

from the present zoning classification of "R-1" (Single-Family Residential District) to "B-2" (General Commercial District) and to amend the Future Land Use Map as well as the Zoning Map which are attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said zoning and reclassification as provided by law; and

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

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

WHEREAS, the Mayor and City Council have held a public hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that the rezoning request should be granted

and that the issuance of a change in the zoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the request to rezone and reclassify the following described real estate, to wit: Lots 5 and 6, Block 16, Phillips Addition to the City Columbus, Platte County, Nebraska, from "R-1" (Single-Family Residential District) to "B-2" (General Commercial District), be and the same is hereby approved.

Section 2. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, under Ordinance No. 96-08, as amended, dated March 18, 1996 and adopted August 4, 1997 as the Official Zoning Code of Columbus by Ordinance No. 97-17, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "R-1" (Single-Family Residential District) to "B-2" (General Commercial District) and that the Future Land Use Map as well as the Zoning Map adopted and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a special use permit to allow convenience storage on the following described real estate in a "B-2" (General Commercial District) zone: Lot 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the north 60 feet, the west 30 feet, and the south 5 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska (3920 23 Street) and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 24, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use permit to allow Convenience Storage in a B-2 zoning district

RECOMMENDATION:

I recommend approval of the Special Use permit for Convenience Storage. (All storage will be within the building)

DISCUSSION:

We have received an application to allow Convenience Storage at 3920 23rd Street. All storage will be within the building with no external affects to the adjoining properties.

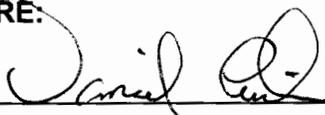
FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Permit

SIGNATURE:

By:  _____

Approved By:  _____

SPECIAL USE PERMIT APPLICATION

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

Applicant's Name: Foreman Lumber

Applicant's Address: 5109 Howard Boulevard, Columbus, NE 68601

Applicant's Phone: (402) 910-1615

Applicant's Email: craig@foremanlumber.com & jacitessendorf@yahoo.com

Property Owner: Foreman Lumber

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

Legal Description of Property:

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

Description of the nature and operating characteristics of the proposed use:

This property is zoned as B-2 (General Commercial District) and is currently vacant land. The applicant desires to develop the above described tract to be used as "Convenience Storage". Applicant intends to build a building and lease the storage spaces to individuals who may use the property for permissible commercial uses. See attached map.

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

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

Dated the 17 day of June, 2019.

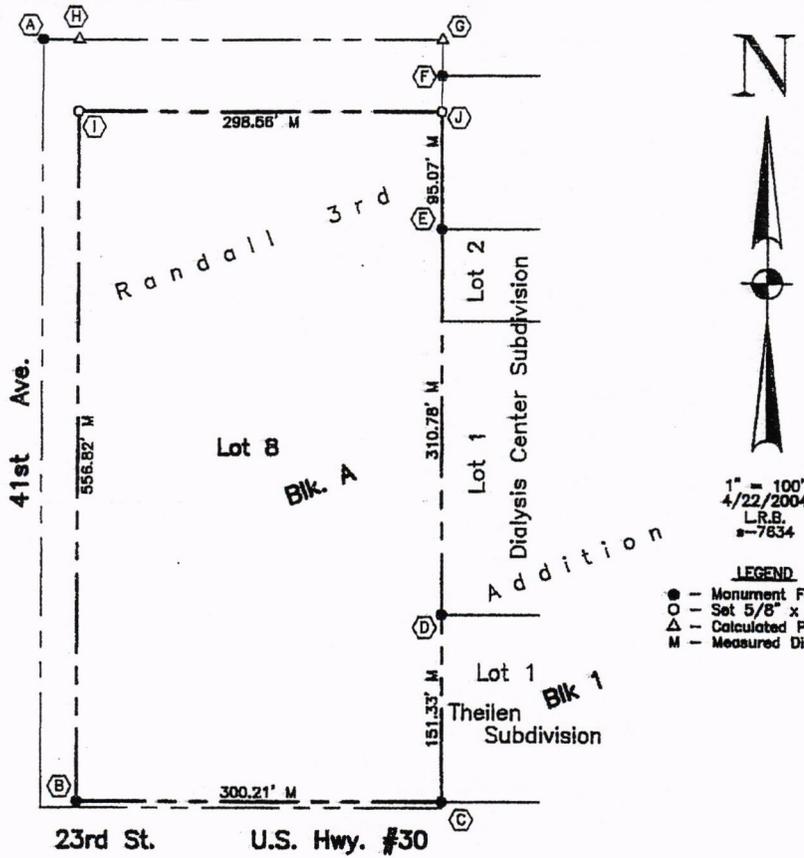
FILED



Property Owner

JUN 17 2019

**CITY CLERK
COLUMBUS, NEBR.**



3) 0.90 AC ±
2) 0.62 AC ±
1) 2.31 AC ±

This plat was prepared at the request of Nationwide Insurance, Columbus, Ohio.

FIELD NOTES

At "A", found 3/4" iron pipe. At "B", found 5/8" iron bar with plastic cap. At "C", "D", "E", and "F", found 5/8" iron bars. Calculated "G" 30.00' north of "F" on the extension of line "C-F". Calculated "H" 30.00' east of "A" on line "A-G". Set "I" 60.00' south of "H" on line "H-B". Set "J" 30.00' south of "F" on line "F-C".

DESCRIPTION

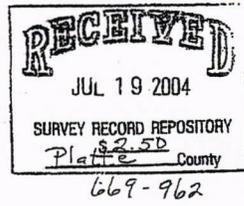
Lot 8, except the north 60.00 feet, the west 30.00 feet, and the south 5.00 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on April 22, 2004; that all dimensions are in feet and are correct to the best of my knowledge and belief.



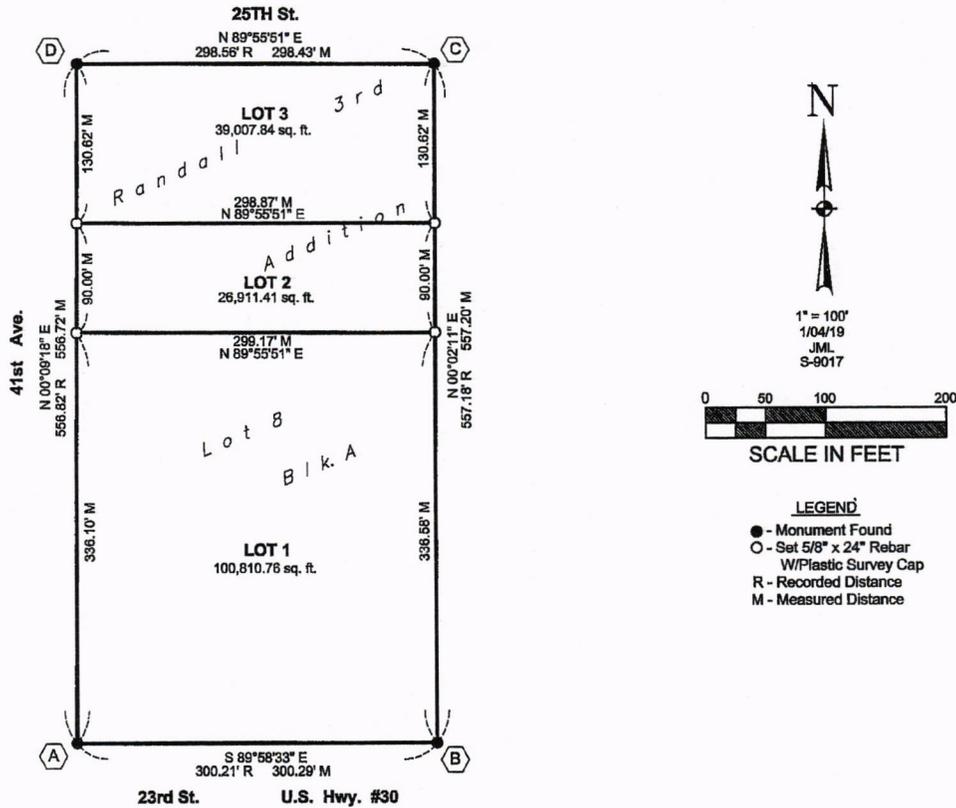
Clyde R. Flowers, Jr.
Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.



P:\2004\0422\0422.DWG

FOREMAN SUBDIVISION

A MINOR SUBDIVISION OF LOT 8, BLOCK "A", RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



This plat was prepared at the request of Craig Foreman, Columbus, Nebraska.

FIELD NOTES

At "A", "B", "C", and "D", found 5/8" iron bars as recorded on a survey by myself, dated April 22, 2004.

DESCRIPTION

Lot 8, except the north 60.00 feet, the west 30.00 feet, and the south 5.00 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on January 2, 2019; that all dimensions are in feet and are correct to the best of my knowledge and belief.



Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.

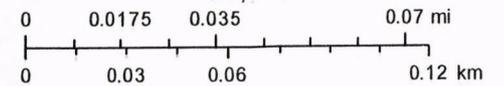


March 13, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- Parcels
- Sections



ORDINANCE NO. 19- 22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW FOR CONVENIENCE STORAGE ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-2" (GENERAL COMMERCIAL DISTRICT) ZONE, TO WIT: LOT 3 FOREMAN SUBDIVISION, A MINOR SUBDIVISION OF LOT 8, EXCEPT THE NORTH 60.00 FEET, THE WEST 30 FEET, AND THE SOUTH 5 FEET, BLOCK A, RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Lot 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

which is in a "B-2" (General Commercial District) zone.

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

WHEREAS, issuance of a Special Use Permit shall be conditioned upon sewer and drainage easements, as set forth on the attached Exhibit AA@ and subject to the approval of the City, being provided by the legal owner of the property.

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

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

Lot 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block A, Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

which is in a "B-2" (General Commercial District) zone.

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. R19-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEDICATION FROM FOREMAN LUMBER INC., FOR THE FOLLOWING SANITARY SEWER EASEMENT: A TRACT OF LAND LOCATED IN LOTS 1, 2, AND 3, FOREMAN SUBDIVISION IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOTS 1, 2, AND 3, FOREMAN SUBDIVISION IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Foreman Lumber, Inc., a Nebraska corporation is the owner of the following described real estate: Lots 1, 2, and 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska, and

WHEREAS, said owner has executed an instrument of dedication of the following utility easement to the use and benefit of the public:

A tract of land located in Lots 1, 2, and 3, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, more particularly described as follows: The East 20 feet of Lots 1, 2, and 3, Foreman Subdivision in the City of Columbus, Platte County Nebraska.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication of the above described Easement be and the same is hereby accepted.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVE AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 10, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Foreman Lumber Special Use Permit Easements

RECOMMENDATION:

I recommend approval of the sanitary sewer and drainage utility easements associated with the Special Use Permit for Foreman Lumber.

DISCUSSION:

The utilities easements are a requirement of the Special Use Permit and will provide sanitary sewer and drainage easements for operations and maintenance.

FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

DEDICATION OF
SANITARY SEWER EASEMENT

Know All Men By These Presents: That Foreman Lumber Inc., a Nebraska corporation, the owner of the following described real estate:

Lots 1, 2, and 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

hereby dedicates a perpetual sanitary sewer easement for the installation of sanitary sewer system and maintenance thereof over and across the above described real estate, which easement is described as follows:

A tract of land located in Lots 1, 2, and 3, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, more particularly described as follows: The East 20 feet of Lots 1, 2, and 3, Foreman Subdivision in the City of Columbus, Platte County, Nebraska.

IN WITNESS WHEREOF, this instrument has been signed on this 10th day of July, 2019.

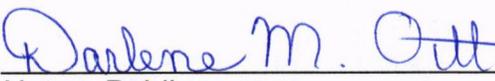
FOREMAN LUMBER, INC

By 

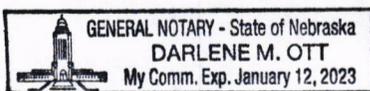
President, Craig M. Foreman

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me, a Notary Public, on July 10th, 2019, by Craig M. Foreman, the President of Foreman Lumber Inc., a Nebraska corporation, on behalf of the company.



Notary Public



RESOLUTION NO. R19-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEDICATION FROM FOREMAN LUMBER INC., FOR THE FOLLOWING DRAINAGE EASEMENT: LOTS 2 AND 3, FOREMAN SUBDIVISION, A MINOR SUBDIVISION OF LOT 8, EXCEPT THE NORTH 60.00 FEET, THE WEST 30 FEET, AND THE SOUTH 5 FEET, BLOCK "A", RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Foreman Lumber, Inc., a Nebraska corporation is the owner of the following described real estate: Lots 2 and 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska, and

WHEREAS, said owner has executed an instrument of dedication of the following drainage easement to the use and benefit of the public:

A tract of land located in Lots 2 and 3, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 2, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, and assuming the North line of said Lot 2 to have a bearing of N89°55'51"E; thence N89°55'51"E, and along said North line, a distance of 13.50 feet; thence S00°04'09"E, a distance of 12.00 feet; thence N89°55'51"E, a distance of 177.35 feet; thence S64°41'27"E, a distance of 56.25 feet; thence S87°12'33"E, a distance of 39.24 feet; thence N00°04'09"E, a distance of 10.00 feet; thence S89°55'51"W, a distance of 13.48 feet; thence S00°09'18"W, a distance of 6.00 feet to the point of beginning, and said tract containing 0.21 acres, more or less.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication of the above described easement be and the same is hereby accepted.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVE AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 10, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Foreman Lumber Special Use Permit Easements

RECOMMENDATION:

I recommend approval of the sanitary sewer and drainage utility easements associated with the Special Use Permit for Foreman Lumber.

DISCUSSION:

The utilities easements are a requirement of the Special Use Permit and will provide sanitary sewer and drainage easements for operations and maintenance.

FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

DEDICATION OF
DRAINAGE EASEMENT

Know All Men By These Presents: That Foreman Lumber Inc., a Nebraska corporation, the owner of the following described real estate:

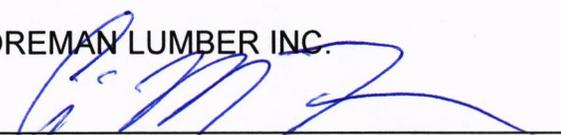
Lots 2 and 3, Foreman Subdivision, a Minor Subdivision of Lot 8, except the North 60.00 feet, the West 30 feet, and the South 5 feet, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska.

hereby dedicates a perpetual drainage easement for the installation of a drainage system and maintenance thereof over and across the above described real estate, which easement is described as follows:

A tract of land located in Lots 2 and 3, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 2, Foreman Subdivision in the City of Columbus, Platte County, Nebraska, and assuming the North line of said Lot 2 to have a bearing of N89°55'51"E; thence N89°55'51"E, and along said North line, a distance of 13.50 feet; thence S00°04'09"E, a distance of 12.00 feet; thence N89°55'51"E, a distance of 177.35 feet; thence S64°41'27"E, a distance of 56.25 feet; thence S87°12'33"E, a distance of 39.24 feet; thence N00°04'09"E, a distance of 10.00 feet; thence S89°55'51"W, a distance of 13.48 feet; thence S00°09'18"W, a distance of 6.00 feet to the point of beginning, and said tract containing 0.21 acres, more or less.

IN WITNESS WHEREOF, this instrument has been signed on this 10th day of July, 2019.

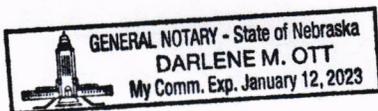
FOREMAN LUMBER INC.

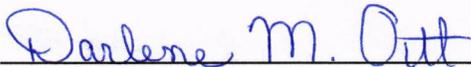
By 

President, Craig M. Foreman

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me, a Notary Public, on July 10th, 2019, by Craig M. Foreman, the President of Foreman Lumber Inc., a Nebraska corporation, on behalf of the company.




Notary Public

From: [Nicole Preston](#)
To: [Luckey, Michaela](#)
Subject: Re: City Council Meeting Continuance
Date: Tuesday, July 9, 2019 10:36:19 AM

Okay thank you very much for the clarification.

We would ask that our public hearing for the Special Use Permit for Lance Lehr & Bonfire LLC be continued to August 19, 2019.

I am assuming that I do not need to send the ordinance by tomorrow or do I still?

On Tue, Jul 9, 2019 at 10:24 AM Luckey, Michaela <mluckey@columbusne.us> wrote:

Good Morning Nikki,

You can send a written statement by email requesting the public hearing be continued and what date you want it continued to. The city council meets on the 1st and 3rd Monday so either to August 5 or August 19.

You do not need to be present – since you are requesting continuation, there will be no discussion.

You still need to submit the affidavit of notice of compliance on Monday for the city council meeting.

Let me know if you have any other questions.

Thank you,

Michaela

Michaela Luckey, CMC

City Clerk's Office

2424 14 Street

PO Box 1677

Columbus, NE 68602-1677

PH. 402-562-4226

From: Nicole Preston <lehrinc30@gmail.com>
Sent: Tuesday, July 9, 2019 10:13 AM
To: Luckey, Michaela <mluckey@columbusne.us>
Subject: City Council Meeting Continuance

Ms. Luckey,

I just wanted to confirm that I need to be at the City Council meeting next Monday to ask for a continuance of our Special Use Permit for Bonfire LLC?

I know we had to send in a written statement by email last time for the planning commission meeting, so I was just wondering if that would suffice again or if we actually have to make an appearance? And if so do I need to still bring in the affidavit of notice compliance and all of that even though we are continuing until the next meeting?

Thank you for your help!

Nikki Preston

Bonfire LLC

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow a campground on the following described real estate in an "B-2" (General Commercial District) zone: a tract of land located in Lots 7, 8, & 9 of the SE1/4 of Section 25, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the southeast corner of said SE1/4; thence N 00°04'57" E, 607.80 ft. on the east line of said SE1/4; thence N 46°29'05" W, 187.91 ft. to the west right-of-way line of U.S. Highway No. 30 and the point of beginning; thence N 46°29'05" W, 512.80 ft.; thence S 73°05'00" W, 369.69 ft.; thence S 19°42'32" W, 276.58 ft.; thence S 23°38'47" E, 617.23 ft. to the north right-of-way line of said highway; thence northeasterly 834.30 ft. on a 1096.28 ft. radius curve concaved to the northwest, long chord bears N 44°33'09" E, 814.31 ft. on the said highway right-of-way line to the point of beginning, containing 11.62 acres more or less (3518 South 9 Street) and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

SPECIAL USE PERMIT APPLICATION

FILED

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

JUN 17 2019
CITY CLERK
COLUMBUS, NEBR.

Applicant's Name: Lance Lehr
Applicant's Address: 312 Moffton Road
Columbus, NE 68601
Applicant's Phone #: 270-8000
Applicant's E-Mail: hbonetruckstop@hotmail.com
Property Owner: Lance Lehr
Address of Property: 3518 S 9th Street
Legal Description of Property:

25 17 1WPT LOTS 7-8-9

Description of the nature and operating characteristics of the proposed use:

campground in a B2 zone
please see attached

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

please see attached

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

Dated the 17 day of June, 2019

Lance Lehr
Property Owner/Authorized Agent

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and subdivision agreement of Meadow View Addition, a tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 87°58'19" W on the North line of said Jackson Meadows Addition, 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N 02°03'38" W, 278.99 feet; thence N 42°56'40" E, 113.13 feet; thence N 87°56'58" E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N 87°58'06" E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the City of Columbus, Platte County, Nebraska; thence S 02°03'03" E on the West line of said Block 4, 359.11 feet to the point of beginning, containing 2.69 acres more or less (south of the intersection of 51 Avenue and 37 Street) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City of Columbus, Nebraska, will hold a separate public hearing as to whether said Addition as above described should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: July 3, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Meadow View Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow View Addition as it is consistent with the Preliminary Plat with the approved waiver of subdivision regulations noted below. The Preliminary Plat and waiver of subdivision regulations was approved by the Planning Commission on April 8, 2019, and City Council on April 15, 2019.

- Waiver to exceed the 350-foot maximum length of cul-de-sac length which conforms to the area layout plan

DISCUSSION:

The addition consists of 11 residential lots with extension of utilities including a looped water main and street. The addition is outside of the corporate limits and will be voluntarily annexed.

The vacation of 51st Avenue from the south line of 37th Street to the south line of Meadow View Addition has been submitted and on the Public Property, Safety, and Works Committee July 8, 2019, agenda.

FISCAL IMPACT:

Minor costs for associated utility main extensions.

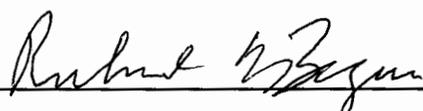
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis _____

SIGNATURE:

By: _____  _____

Approved By: _____ Tara Vasicek _____

MAJOR SUBDIVISION/ADDITION APPLICATION

PRELIMINARY / FINAL (Circle One)

DATE: April 22, 2019

NAME OF SUBDIVISION: Meadow View Addition

NAME OF APPLICANT: Meadow Ridge Properties, LLC

ADDRESS OF APPLICANT: 4811 37th Street

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 11

ADDRESS OF SUBDIVISION: On 51st Avenue, South of 37th Street

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

John A. Zwingman, Project Engineer
Owner or Owner's Representative

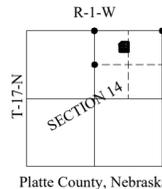
MEADOW VIEW ADDITION

A part of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
Date: April 17, 2019
Project Number: S-071-086
Scale: 1" = 40'

Situation Sketch



ZONING

Existing Zone: RR
Proposed Zone: R1

- 5' Side Utility Easements
- 10' Rear Utility Easement
- 20' Front and Street Side Setbacks
- 10' Interior Side Setbacks
- 25' Rear Setbacks

LEGEND

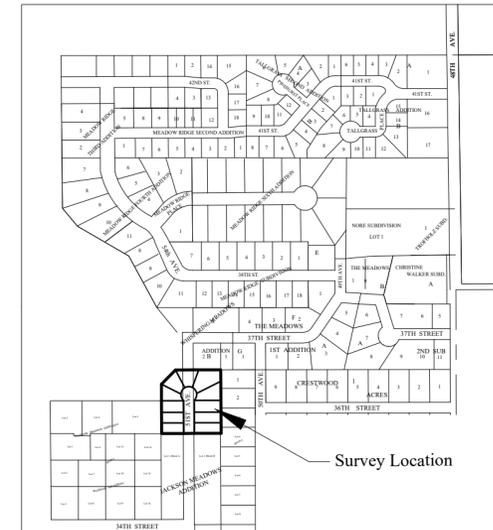
- Section Corner Found
- Property Corner Found
- Set Property Corner
- R Recorded Distance

DEVELOPER/OWNER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingsman
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

Location Sketch



City of Columbus,
Platte County, Nebraska

Note: Previously platted 51st Avenue to be vacated within the boundary of the legal description of Meadow View Addition by Ordinance No. 19-_____.

This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 87°58'19" W on the North line of said Jackson Meadows Addition, 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N 02°03'38" W, 278.99 feet; thence N 42°56'40" E, 113.13 feet; thence N 87°56'58" E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N 87°58'06" E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the City of Columbus, Platte County, Nebraska; thence S 02°03'03" E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less.

UTILITY EASEMENT

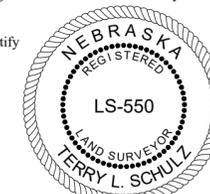
The East 10 feet of 51st Avenue Right-of-Way, adjacent to Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 27, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date _____



DEDICATION

I, Charles Seadschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW VIEW ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this _____ day of _____, 2019.

Charles Seadschlag
Meadow Ridge Properties, LLC

STATE OF NEBRASKA ss
COUNTY OF PLATTE)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, personally appeared Charles Seadschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW VIEW ADDITION, to me personally known to be the identical person who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

NOTARY PUBLIC

COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of MEADOW VIEW ADDITION, to the City of Columbus, Platte County, Nebraska approved by the Planning Commission this _____ day of _____, 2019.

Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of MEADOW VIEW ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this _____ day of _____, 2019 by

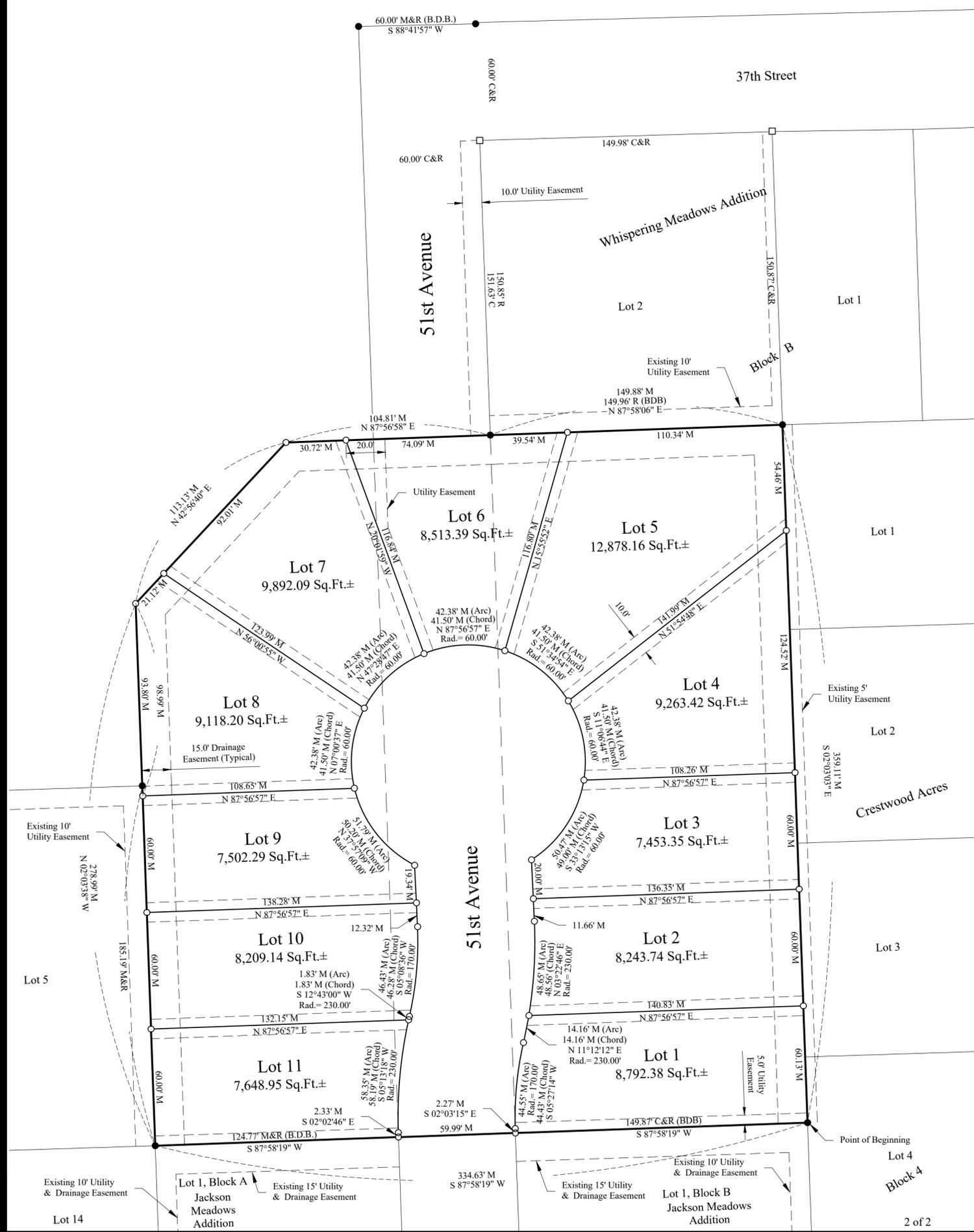
Resolution No. _____

Mayor _____

City Clerk _____

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of MEADOW VIEW ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2019.

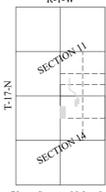
School Superintendent _____





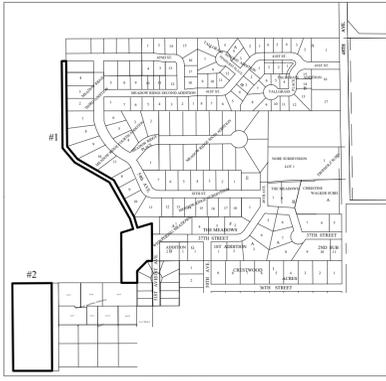
Drawn By: LRR
Date: May 28, 2019
Project Number: S-071-086
Scale: 1" = 100'

Situation Sketch
R-1-W



Platte County, Nebraska

Location Sketch



City of Columbus,
Platte County, Nebraska



Drainage Easement #1

A permanent easement for drainage purposes located in the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W and the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Meadow Ridge Third Addition thence N 02°12'23" W on the West line of said Meadow Ridge Third Addition, 398.93 feet to the Northwest corner of Lot 1, Block C, Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°07'25" W, 30.00 feet; thence S 02°13'23" E and parallel to the West line of said Meadow Ridge Third Addition, 398.93 feet; thence S 02°46'06" E and parallel to the West line of Meadow Ridge Fourth Addition, 251.85 feet; thence S 49°42'03" E and parallel to the West line of said Meadow Ridge Fourth Addition, 125.51 feet; thence S 61°08'31" E and parallel to the West line of said Meadow Ridge Fourth Addition, 269.13 feet; thence S 30°16'11" E and parallel to the West line of said Meadow Ridge Addition, 325.85 feet; thence S 18°25'28" E, 68.78 feet; thence S 71°34'32" W, 157.21 feet; thence S 02°03'02" E and parallel to the West Right-of-Way line of platted 51st Avenue, 400.00 feet to a point on the North line of Lot 5, Block 1, Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°06'30" E on the North line of said Lot 5, 125.20 feet; thence N 02°03'38" W on the West line of Meadow View Addition to the City of Columbus, Platte County, Nebraska, 93.80 feet; thence N 42°56'40" E on the Northwest line of said Meadow View Addition, 113.13 feet; thence N 87°56'58" E on the North line of said Meadow View Addition, 44.83 feet to a point on said West Right-of-Way line of platted 51st Avenue; thence N 02°03'02" W on said West Right-of-Way line, 300.00 feet; thence S 71°34'32" W, 73.35 feet; thence N 18°25'28" W, 71.89 feet; thence N 30°16'11" W on the West line of said Meadow Ridge Addition, 337.25 feet; thence N 61°08'31" W on the West line of said Meadow Ridge Fourth Addition, 272.00 feet; thence N 49°42'03" W, 109.80 feet; thence N 02°46'06" W on the West line of said Meadow Ridge Fourth Addition, 241.07 feet to the Point of Beginning, containing 3.07 acres more or less.

Drainage Easement #2

A permanent easement for drainage purposes located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 02°13'09" W on the West line of the Northwest 1/4 of said Northeast 1/4, 697.80 feet; thence N 87°49'23" E, 311.63 feet; thence S 02°01'27" E, 699.87 feet; thence S 88°12'27" W, 309.25 feet to the Point of Beginning, containing 4.98 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 27, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date



RESOLUTION NO. R19- 109

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 NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S87°58'19"W ON THE NORTH LINE OF SAID JACKSON MEADOWS ADDITION 334.63 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID JACKSON MEADOWS ADDITION; THENCE N02°03'38"W, 278.99 FEET; THENCE N42°56'40"E, 113.13 FEET; THENCE N87°56'58"E, 104.81 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N87°58'06"E ON THE SOUTH LINE OF SAID LOT 2, 149.88 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, CRESTWOOD ACRES OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°03'03"E ON THE WEST LINE OF SAID BLOCK 4, 359.11 FEET TO THE POINT OF BEGINNING, CONTAINING 2.69 ACRES MORE OR LESS; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS THE MEADOW VIEW ADDITION TO THE CITY COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING AND ACCEPTING THE MEADOW VIEW ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Meadow Ridge Properties, LLC, a Nebraska limited liability company is the Owner of the real estate located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S87°58'19"W on the North line of said Jackson Meadows Addition 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N02°03'38"W, 278.99 feet; thence N42°56'40"E, 113.13 feet; thence N87°56'58"E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N87°58'06"E on the South line of said

Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the city of Columbus, Platte County, Nebraska; thence S02°03'03"E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less,

all of which is presently an unplatted tract of land which is contiguous to the boundaries and within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenue roadways with appropriate utility easements under the name of Meadow View 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, blocks, streets and avenue roadways with appropriate utility easement areas belonging to such addition, all as provided by law, and bearing the certificate of Terry L. Schulz, RLS #550, under the date March 21, 2019, a copy of which Plat is hereto attached; and

WHEREAS, said Owner has executed an instrument of dedication of the streets, public ways and utility easements to the use and benefit of the public, all as 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, all of the lots shown on said plat were heretofore zoned RR according to the zoning regulations of the City of Columbus, Nebraska; and

WHEREAS, said Owner has agreed with the City of Columbus, Nebraska to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with 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 and 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 same should be included within the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said Addition 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 the City Council have held separate public hearings on the approval of the Final Plat of said Addition and the inclusion of said Addition 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 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 the Meadow View Addition to the City of Columbus, Nebraska be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, the said area as so platted which was heretofore outside but contiguous the city corporate limits shall become part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all right and privileges, and subject to all the laws rules, ordinances and regulations to the City of Columbus, Nebraska, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification heretofore as assigned RR area according to the Zoning Regulation of the City of Columbus, Nebraska; that the Meadow View Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Development Agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RETURN TO: Thomas M. Fehring, Fehring & Mielak, LLP, PO Box 400, Columbus, NE 68602-0400
402/563-9617 (phone), 402.563.9618 (fax), thomas.fehring@fmflaw.com

MEADOW VIEW ADDITION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on July ____, 2019, by and between MEADOW RIDGE PROPERTIES, LLC, a Nebraska Limited Liability Company, (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 MEADOW VIEW 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 systems 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 2.69 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 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall 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 within dedicated right-of-way and easements, 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 within dedicated right-of-way and easements, per plat (**Exhibit “A”**) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, 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 dedicated

right-of-way and easements 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 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, if any, shall be located within a dedicated street right-of-way dedicated per plat (**Exhibit "A"**), which Subdivider shall 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 shall 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 shall 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 Subdivider's expense pursuant to the drainage plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed and 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 to the City as part of the City's Municipal Storm Sewer Separation System requirements.

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

MEADOW RIDGE PROPERTIES, LLC
By: Charles Seedschlag, Authorized Member
Dated: July ____, 2019.

STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On July ____, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charles Seedschlag, 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.

Notary Public

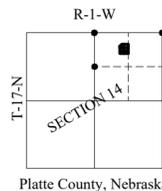
MEADOW VIEW ADDITION

A part of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
Date: April 17, 2019
Project Number: S-071-086
Scale: 1" = 40'

Situation Sketch



ZONING

Existing Zone: RR
Proposed Zone: R1

- 5' Side Utility Easements
- 10' Rear Utility Easement
- 20' Front and Street Side Setbacks
- 10' Interior Side Setbacks
- 25' Rear Setbacks

LEGEND

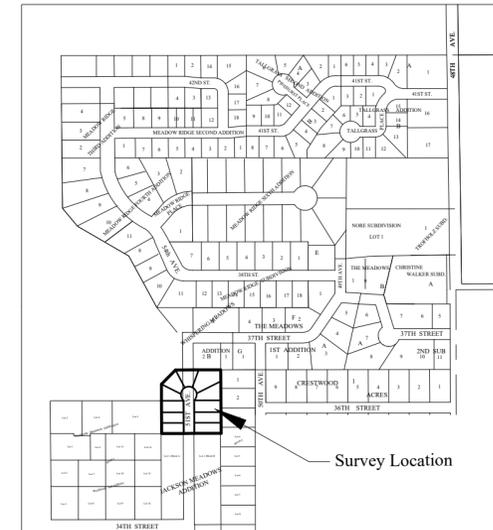
- Section Corner Found
- Property Corner Found
- Set Property Corner
- R Recorded Distance

DEVELOPER/OWNER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

Location Sketch



City of Columbus,
Platte County, Nebraska

Note: Previously platted 51st Avenue to be vacated within the boundary of the legal description of Meadow View Addition by Ordinance No. 19-_____.

This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 87°58'19" W on the North line of said Jackson Meadows Addition, 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N 02°03'38" W, 278.99 feet; thence N 42°56'40" E, 113.13 feet; thence N 87°56'58" E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N 87°58'06" E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the City of Columbus, Platte County, Nebraska; thence S 02°03'03" E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less.

UTILITY EASEMENT

The East 10 feet of 51st Avenue Right-of-Way, adjacent to Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 27, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date _____



DEDICATION

I, Charles Seadschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW VIEW ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this _____ day of _____, 2019.

Charles Seadschlag
Meadow Ridge Properties, LLC

STATE OF NEBRASKA ss
COUNTY OF PLATTE)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, personally appeared Charles Seadschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW VIEW ADDITION, to me personally known to be the identical person who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

NOTARY PUBLIC

COLUMBUS NEBRASKA PLANNING COMMISSION

This Final Plat of MEADOW VIEW ADDITION, to the City of Columbus, Platte County, Nebraska approved by the Planning Commission this _____ day of _____, 2019.

Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL

This Final Plat of MEADOW VIEW ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this _____ day of _____, 2019 by

Resolution No. _____

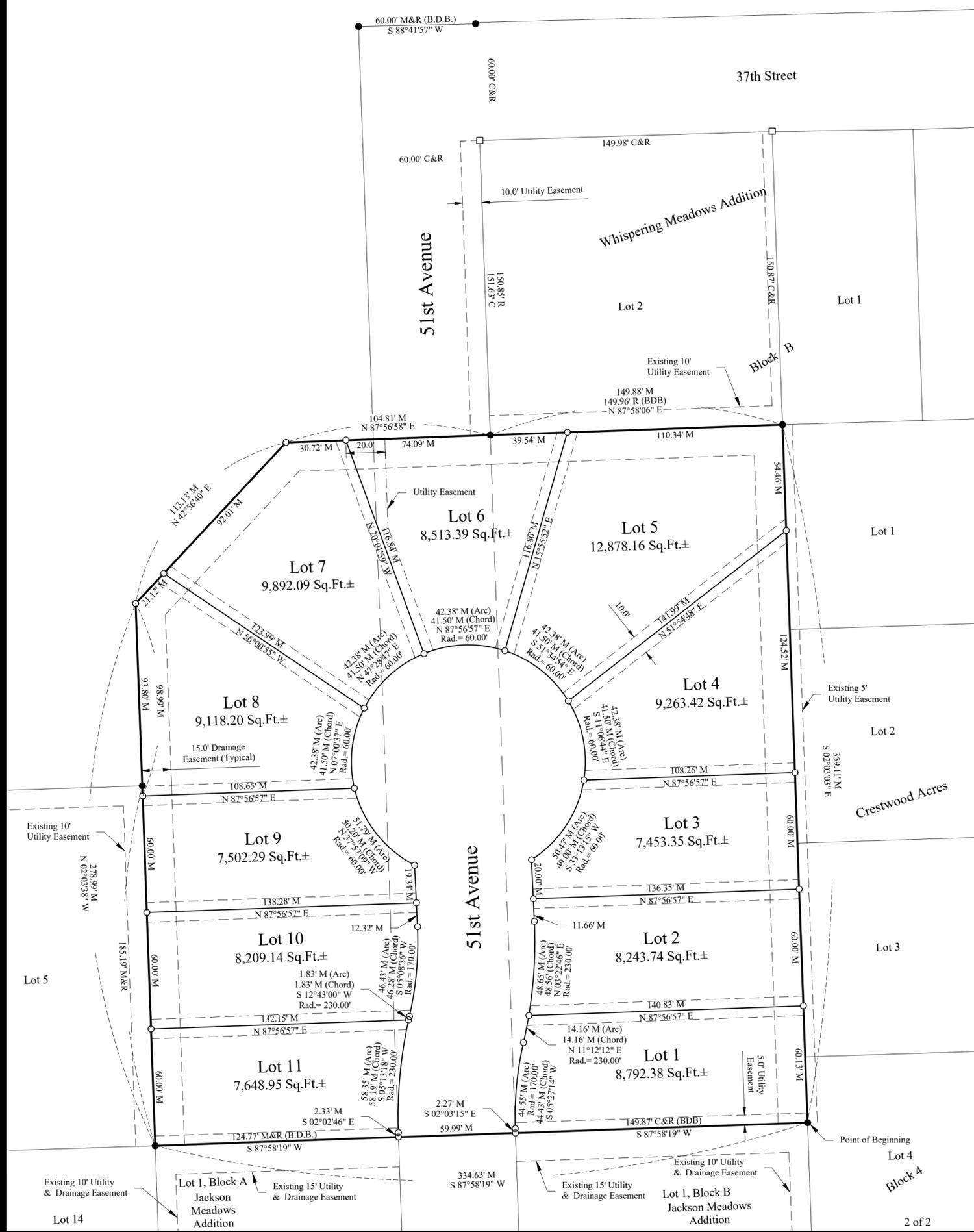
Mayor _____

City Clerk _____

COLUMBUS, NEBRASKA SCHOOL BOARD

This Final Plat of MEADOW VIEW ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2019.

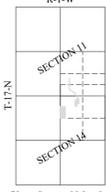
School Superintendent _____





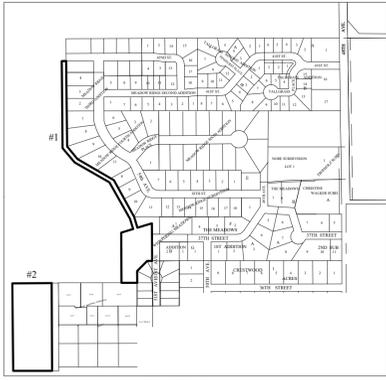
Drawn By: LRR
Date: May 28, 2019
Project Number: S-071-086
Scale: 1" = 100'

Situation Sketch
R-1-W



Platte County, Nebraska

Location Sketch



City of Columbus,
Platte County, Nebraska



Drainage Easement #1

A permanent easement for drainage purposes located in the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W and the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Meadow Ridge Third Addition thence N 02°12'23" W on the West line of said Meadow Ridge Third Addition, 398.93 feet to the Northwest corner of Lot 1, Block C, Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°07'25" W, 30.00 feet; thence S 02°13'23" E and parallel to the West line of said Meadow Ridge Third Addition, 398.93 feet; thence S 02°40'06" E and parallel to the West line of Meadow Ridge Fourth Addition, 251.85 feet; thence S 49°42'03" E and parallel to the West line of said Meadow Ridge Fourth Addition, 125.51 feet; thence S 61°08'31" E and parallel to the West line of said Meadow Ridge Fourth Addition, 269.13 feet; thence S 30°16'11" E and parallel to the West line of said Meadow Ridge Addition, 325.85 feet; thence S 18°25'28" E, 68.78 feet; thence S 71°34'32" W, 157.21 feet; thence S 02°03'02" E and parallel to the West Right-of-Way line of platted 51st Avenue, 400.00 feet to a point on the North line of Lot 5, Block 1, Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°06'30" E on the North line of said Lot 5, 125.20 feet; thence N 02°03'38" W on the West line of Meadow View Addition to the City of Columbus, Platte County, Nebraska, 93.80 feet; thence N 42°56'40" E on the Northwest line of said Meadow View Addition, 113.13 feet; thence N 87°56'58" E on the North line of said Meadow View Addition, 44.83 feet to a point on said West Right-of-Way line of platted 51st Avenue; thence N 02°03'02" W on said West Right-of-Way line, 300.00 feet; thence S 71°34'32" W, 73.35 feet; thence N 18°25'28" W, 71.89 feet; thence N 30°16'11" W on the West line of said Meadow Ridge Addition, 337.25 feet; thence N 61°08'31" W on the West line of said Meadow Ridge Fourth Addition, 272.00 feet; thence N 49°42'03" W, 109.80 feet; thence N 02°40'06" W on the West line of said Meadow Ridge Fourth Addition, 241.07 feet to the Point of Beginning, containing 3.07 acres more or less.

Drainage Easement #2

A permanent easement for drainage purposes located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 02°13'09" W on the West line of the Northwest 1/4 of said Northeast 1/4, 697.80 feet; thence N 87°49'23" E, 311.63 feet; thence S 02°01'27" E, 699.87 feet; thence S 88°12'27" W, 309.25 feet to the Point of Beginning, containing 4.98 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 27, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date



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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and subdivision agreement of Meadow Ridge Seventh Addition, a tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'44" E on the West line of said North 1/2, 82.07 feet; thence N 88°06'48" E, 558.46 feet to the Point of Beginning; thence N 88°06'48" E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S 02°13'22" E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S 88°07'45" W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N 02°13'23" W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S 88°07'45" W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N 02°13'23" W, 277.84 feet to the point of beginning, containing 3.22 acres, more or less (west and north of the intersection of 42 Street and 54 Avenue) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City of Columbus, Nebraska, will hold a separate public hearing as to whether said Addition as above described should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline
City Clerk

Publish: 07:03:19

Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: July 3, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Meadow Ridge 7th Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow-Ridge 7th Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on April 8, 2019, and City Council on April 15, 2019.

DISCUSSION:

The addition consists of 9 residential lots with extension of utilities and streets. The addition is outside of the corporate limits and will be voluntarily annexed.

FISCAL IMPACT:

Minor costs for associated utility main extensions and streets.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Dan Curtis

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

MAJOR SUBDIVISION/ADDITION APPLICATION

PRELIMINARY / FINAL (Circle One)

DATE: April 22, 2019

NAME OF SUBDIVISION: Meadow Ridge Seventh Addition

NAME OF APPLICANT: Meadow Ridge Properties, LLC

ADDRESS OF APPLICANT: 4811 37th Street

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 9

ADDRESS OF SUBDIVISION: West of Meadow Ridge 5th and North of Meadow Ridge 2nd and 3rd

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

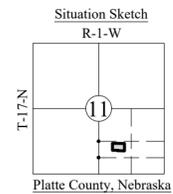
John A. Zwingman, Project Engineer
Owner or Owner's Representative

MEADOW RIDGE SEVENTH ADDITION

Of Part of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska



Drawn By: LRR
Date: March 12, 2019
Revised: June 25, 2019
Project Number: S-071-086
Scale: 1" = 40'

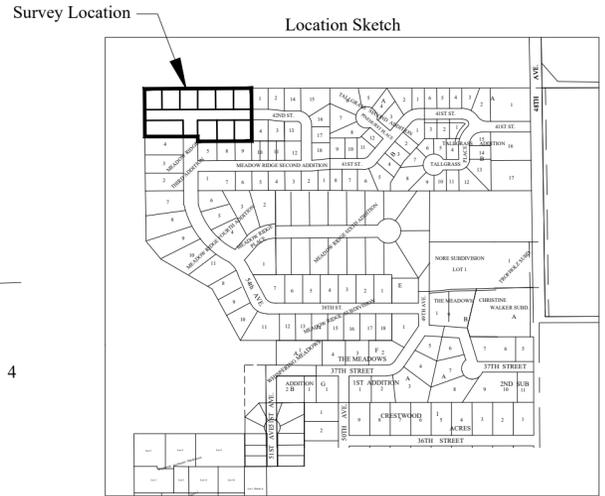


- LEGEND
Section Corner Found
Property Corner Found
Set Property Corner
Recorded Distance

DEVELOPER/OWNER: Meadow Ridge Properties, LLC
ENGINEER: John A. Zwingman
SURVEYOR: Terry L. Schulz

ZONING
Existing Zone: RR
Proposed Zone: R1

- 5' Side Utility Easements
10' Rear Utility Easement
20' Front and Street Side Setbacks
10' Interior Side Setbacks
25' Rear Setbacks



This survey was prepared at the request of Charles Seedschlag, Columbus, Nebraska.

FIELD NOTES
A) Northwest Corner, North 1/2, Southwest 1/4, Southeast 1/4, Section 11, T17N, R1W: Found 1" Iron Pipe as Recorded by Clyde R. Flowers, Jr., RLS #357, Dated August 12, 1998.

LEGAL DESCRIPTION
A tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'44" E on the West line of said North 1/2, 82.07 feet; thence N 88°06'48" E, 558.46 feet to the Point of Beginning; thence N 88°06'48" E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S 02°13'22" E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S 88°07'45" W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Platte County, Nebraska; thence N 02°13'23" W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S 88°07'45" W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N 02°13'23" W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 13, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 Date



DEDICATION
I, Charles Seedschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW RIDGE SEVENTH ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this ___ day of ___, 2019.

Charles Seedschlag
Meadow Ridge Properties, LLC

STATE OF NEBRASKA ss
COUNTY OF PLATTE

On this ___ day of ___, 2019, before me, the undersigned, a Notary Public, personally appeared Charles Seedschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW RIDGE SEVENTH ADDITION, to me personally known to be the identical person who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

NOTARY PUBLIC

COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the Planning Commission this ___ day of ___, 2019.

Chairman

COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this ___ day of ___, 2019 by Resolution Number ___.

Mayor

City Clerk

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of MEADOW RIDGE SEVENTH ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this ___ day of ___, 2019.

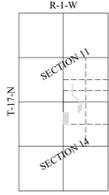
School Superintendent





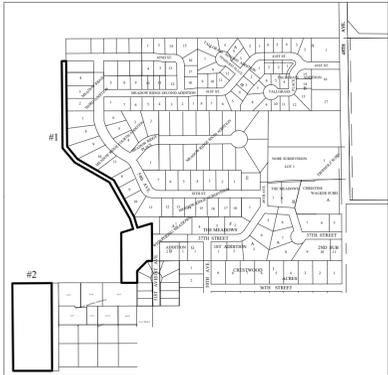
Drawn By: LRR
Date: May 28, 2019
Project Number: S-071-086
Scale: 1" = 100'

Situation Sketch
R-1-W



Platte County, Nebraska

Location Sketch



City of Columbus,
Platte County, Nebraska



SCALE IN FEET

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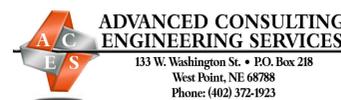
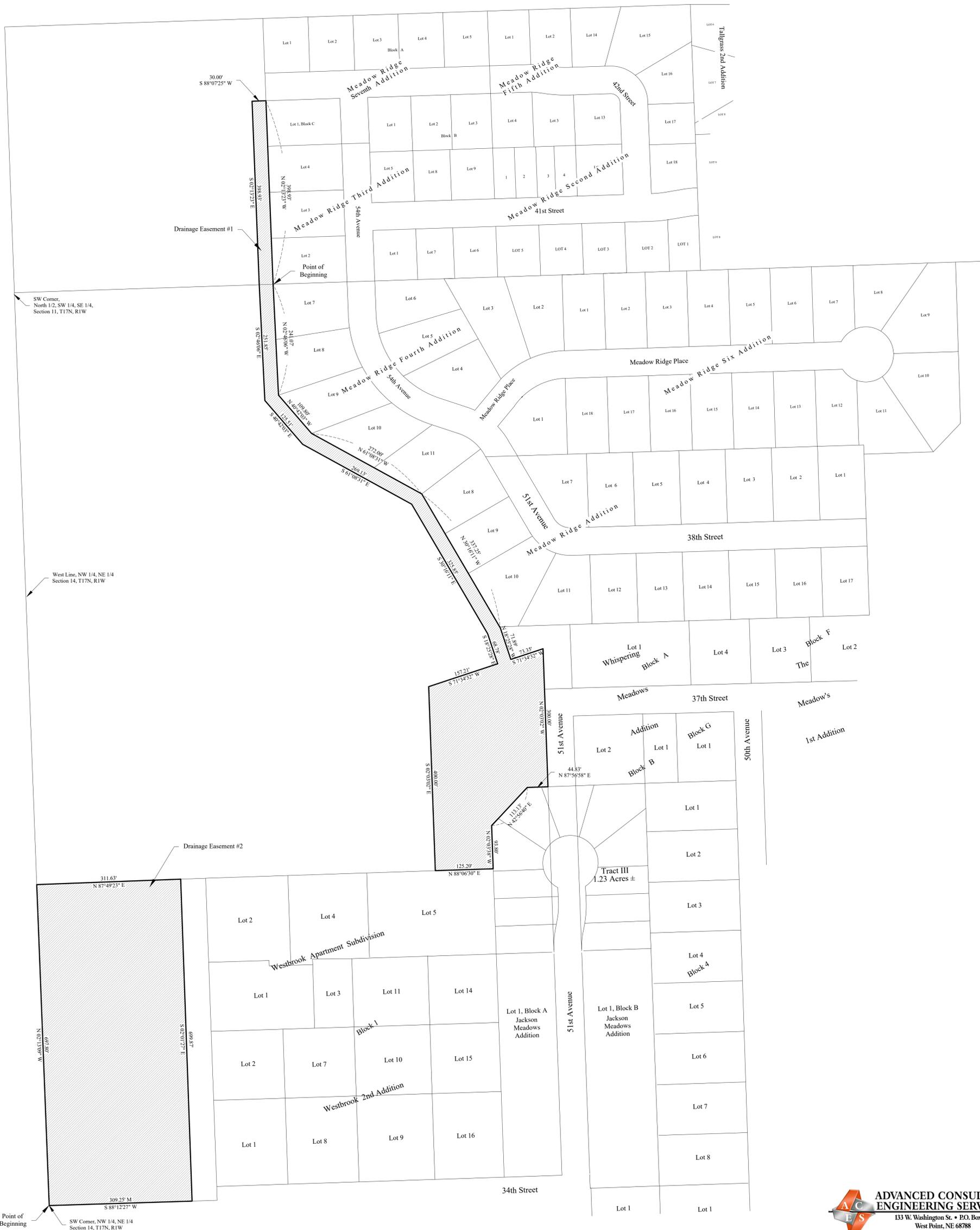
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Terry L. Schulz, State of Nebraska, R.L.S. #550

Date



RESOLUTION NO. R19- 110

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 N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S02°05'44"E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET; THENCE N88°06'48"E, 558.46 FEET TO THE POINT OF BEGINNING; THENCE N88°06'48"E, 486.01 FEET TO THE NORTHWEST CORNER OF LOT 1, MEADOW RIDGE FIFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°13'22"E ON THE WEST LINE OF SAID MEADOW RIDGE FIFTH ADDITION, 297.98 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE FIFTH ADDITION; THENCE S88°07'45"W, 266.00 FEET TO THE NORTHWEST CORNER OF LOT 5, MEADOW RIDGE THIRD ADDITION TO THE CITY OF COLUMBUS, NEBRASKA; THENCE N02°13'23"W ON THE EAST RIGHT-OF-WAY LINE OF 54TH AVENUE, 20.00 FEET; THENCE S88°07'45"W ON THE NORTH LINE OF SAID MEADOW RIDGE THIRD ADDITION, 220.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE THIRD ADDITION; THENCE N02°13'23"W, 277.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS THE MEADOW RIDGE SEVENTH ADDITION TO THE CITY COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING AND ACCEPTING THE MEADOW RIDGE SEVENTH ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Meadow Ridge Properties, LLC, a Nebraska limited liability company is the Owner of the real estate located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S02°05'44"E on the West line of said North1/2, 82.07 feet; thence N88°06'48"E, 558.46 feet to the Point of Beginning; thence N88°06'48"E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S02°13'22"E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S88°07'45"W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N02°13'23"W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S88°07'45"W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N02°13'23"W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less,

all of which is presently an unplatted tract of land which is contiguous to the boundaries and within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenue roadways with appropriate utility easements under the name of Meadow Ridge Seventh 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, blocks, streets and avenue roadways with appropriate utility easement areas belonging to such addition, all as provided by law, and bearing the certificate of Terry L. Schulz, RLS #550, under the date March 21, 2019, a copy of which Plat is hereto attached; and

WHEREAS, said Owner has executed an instrument of dedication of the streets, public ways and utility easements to the use and benefit of the public, all as 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, all of the lots shown on said plat were heretofore zoned RR according to the zoning regulations of the City of Columbus, Nebraska; and

WHEREAS, said Owner has agreed with the City of Columbus, Nebraska to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with 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 and 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 same should be included within the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said Addition 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 the City Council have held separate public hearings on the approval of the Final Plat of said Addition and the inclusion of said Addition 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 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 the Meadow Ridge Seventh Addition to the City of Columbus, Nebraska be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, the said area as so platted which was heretofore outside but contiguous the city corporate limits shall become part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all right and privileges, and subject to all the laws rules, ordinances and regulations to the City of Columbus, Nebraska, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification heretofore as assigned RR area according to the Zoning Regulation of the City of Columbus, Nebraska; that the Meadow Ridge Seventh Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Development Agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RETURN TO: Thomas M. Fehring, Fehring & Mielak, LLP, PO Box 400, Columbus, NE 68602-0400
402/563-9617 (phone), 402.563.9618 (fax), thomas.fehring@fmflaw.com

MEADOW RIDGE SEVENTH ADDITION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on July ____, 2019, by and between MEADOW RIDGE PROPERTIES, LLC, a Nebraska Limited Liability Company, (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 MEADOW RIDGE SEVENTH 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 systems 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 3.22 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 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall 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 within dedicated right-of-way and easements, 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 within dedicated right-of-way and easements, per plat (**Exhibit “A”**) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, 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 dedicated

right-of-way and easements 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 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, if any, shall be located within a dedicated street right-of-way dedicated per plat (**Exhibit "A"**), which Subdivider shall 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 shall 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 shall 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 Subdivider's expense pursuant to the drainage plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed and 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 to the City as part of the City's Municipal Storm Sewer Separation System requirements.

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

MEADOW RIDGE PROPERTIES, LLC
By: Charles Seedschlag, Authorized Member
Dated: July ____, 2019.

STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On July ____, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charles Seedschlag, 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.

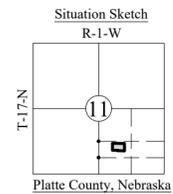
Notary Public

MEADOW RIDGE SEVENTH ADDITION

Of Part of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska



Drawn By: LRR
Date: March 12, 2019
Revised: June 25, 2019
Project Number: S-071-086
Scale: 1" = 40'

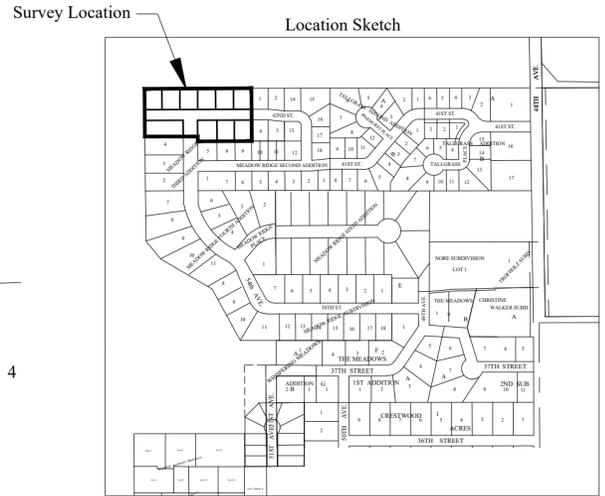


- LEGEND
Section Corner Found
Property Corner Found
Set Property Corner
Recorded Distance

DEVELOPER/OWNER: Meadow Ridge Properties, LLC
ENGINEER: John A. Zwingman
SURVEYOR: Terry L. Schulz

ZONING
Existing Zone: RR
Proposed Zone: R1

- 5' Side Utility Easements
10' Rear Utility Easement
20' Front and Street Side Setbacks
10' Interior Side Setbacks
25' Rear Setbacks



This survey was prepared at the request of Charles Seedschlag, Columbus, Nebraska.

FIELD NOTES
A) Northwest Corner, North 1/2, Southwest 1/4, Southeast 1/4, Section 11, T17N, R1W: Found 1" Iron Pipe as Recorded by Clyde R. Flowers, Jr., RLS #357, Dated August 12, 1998.

LEGAL DESCRIPTION
A tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'44" E on the West line of said North 1/2, 82.07 feet; thence N 88°06'48" E, 558.46 feet to the Point of Beginning; thence N 88°06'48" E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S 02°13'22" E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S 88°07'45" W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Platte County, Nebraska; thence N 02°13'23" W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S 88°07'45" W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N 02°13'23" W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 13, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 Date



DEDICATION
I, Charles Seedschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW RIDGE SEVENTH ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this ___ day of ___, 2019.

Charles Seedschlag
Meadow Ridge Properties, LLC

STATE OF NEBRASKA ss
COUNTY OF PLATTE)

On this ___ day of ___, 2019, before me, the undersigned, a Notary Public, personally appeared Charles Seedschlag, Meadow Ridge Properties, LLC, owner of the described property, MEADOW RIDGE SEVENTH ADDITION, to me personally known to be the identical person who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

NOTARY PUBLIC

COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the Planning Commission this ___ day of ___, 2019.

Chairman

COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this ___ day of ___, 2019 by Resolution Number ___.

Mayor

City Clerk

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of MEADOW RIDGE SEVENTH ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this ___ day of ___, 2019.

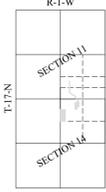
School Superintendent





Drawn By: LRR
Date: May 28, 2019
Project Number: S-071-086
Scale: 1" = 100'

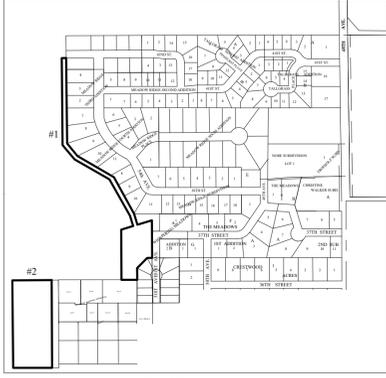
Situation Sketch
R-1-W



Platte County, Nebraska



Location Sketch



City of Columbus,
Platte County, Nebraska

Drainage Easement #1

A permanent easement for drainage purposes located in the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W and the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Meadow Ridge Third Addition thence N 02°12'23" W on the West line of said Meadow Ridge Third Addition, 398.93 feet to the Northwest corner of Lot 1, Block C, Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°07'25" W, 30.00 feet; thence S 02°13'23" E and parallel to the West line of said Meadow Ridge Third Addition, 398.93 feet; thence S 02°46'06" E and parallel to the West line of Meadow Ridge Fourth Addition, 251.85 feet; thence S 49°42'03" E and parallel to the West line of said Meadow Ridge Fourth Addition, 125.51 feet; thence S 61°08'31" E and parallel to the West line of said Meadow Ridge Fourth Addition, 269.13 feet; thence S 30°16'11" E and parallel to the West line of said Meadow Ridge Addition, 325.85 feet; thence S 18°25'28" E, 68.78 feet; thence S 71°34'32" W, 157.21 feet; thence S 02°03'02" E and parallel to the West Right-of-Way line of platted 51st Avenue, 400.00 feet to a point on the North line of Lot 5, Block 1, Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°06'30" E on the North line of said Lot 5, 125.20 feet; thence N 02°03'38" W on the West line of Meadow View Addition to the City of Columbus, Platte County, Nebraska, 93.80 feet; thence N 42°56'40" E on the Northwest line of said Meadow View Addition, 113.13 feet; thence N 87°56'58" E on the North line of said Meadow View Addition, 44.83 feet to a point on said West Right-of-Way line of platted 51st Avenue; thence N 02°03'02" W on said West Right-of-Way line, 300.00 feet; thence S 71°34'32" W, 73.35 feet; thence N 18°25'28" W, 71.89 feet; thence N 30°16'11" W on the West line of said Meadow Ridge Addition, 337.25 feet; thence N 61°08'31" W on the West line of said Meadow Ridge Fourth Addition, 272.00 feet; thence N 49°42'03" W, 109.80 feet; thence N 02°46'06" W on the West line of said Meadow Ridge Fourth Addition, 241.07 feet to the Point of Beginning, containing 3.07 acres more or less.

Drainage Easement #2

A permanent easement for drainage purposes located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 02°13'09" W on the West line of the Northwest 1/4 of the Northeast 1/4, 697.80 feet; thence N 87°49'23" E, 311.63 feet; thence S 02°01'27" E, 699.87 feet; thence S 88°12'27" W, 309.25 feet to the Point of Beginning, containing 4.98 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 27, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date



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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone A tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S87°58'19"W on the North line of said Jackson Meadows Addition 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N02°03'38"W, 278.99 feet; thence N42°56'40"E, 113.13 feet; thence N87°56'58"E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N87°58'06"E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the city of Columbus, Platte County, Nebraska; thence S02°03'03"E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less (vicinity of 3500 block of 51 Avenue) from "RR" (Rural Residential District) to "R-2" (Urban-Family Residential District) and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 24, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning From RR to R-2

RECOMMENDATION:

I recommend the rezoning from RR to R-2 be approved.

DISCUSSION:

We have received an application to rezone future Meadow View Addition from RR to R-2. If the rezoning were approved single-family homes and uses listed under R-2 would be permitted. I believe R-2 is a good fit for the area and recommend approval.

FISCAL IMPACT:

None

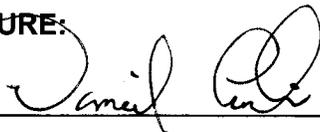
ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: _____

Approved By: _____



FILED

APR 17 2019

**RE-ZONING APPLICATION
(Meadow View Addition)**

**CITY CLERK
COLUMBUS, NEBR.**

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

1. *Applicant's Name:* Meadow Ridge Properties, LLC

Applicant's Address: 4811 37 Street
Columbus NE 68601

2. *Property Owner:* Meadow Ridge Properties, LLC

Address of Property: Rural – Columbus, NE

Legal Description of Property:

A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S87°58'19"W on the North line of said Jackson Meadows Addition 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N02°03'38"W, 278.99 feet; thence N42°56'40"E, 113.13 feet; thence N87°56'58"E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N87°58'06"E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the city of Columbus, Platte County, Nebraska; thence S02°03'03"E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less ("Property").

Present Zoning Classification: RR

Requested Zoning Classification: R-2

3. *Set forth a description of the reason for the re-zoning application:*

To allow Applicant to use the Property for single-family residential unit purposes and urban-family residential unit purposes.

Set forth the nature and operating characteristics of the proposed use:

To allow Applicant to use the Property for single-family residential unit

purposes and urban-family residential unit purposes by eventually subdividing the Property and offering the same for sale to others for purposes of building single-family and urban-family residential units.

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

See attached Exhibit "A" for a copy of the preliminary plat.

I, the undersigned, am the Property owner of the Property described in this Application.

Dated: April 17, 2019.



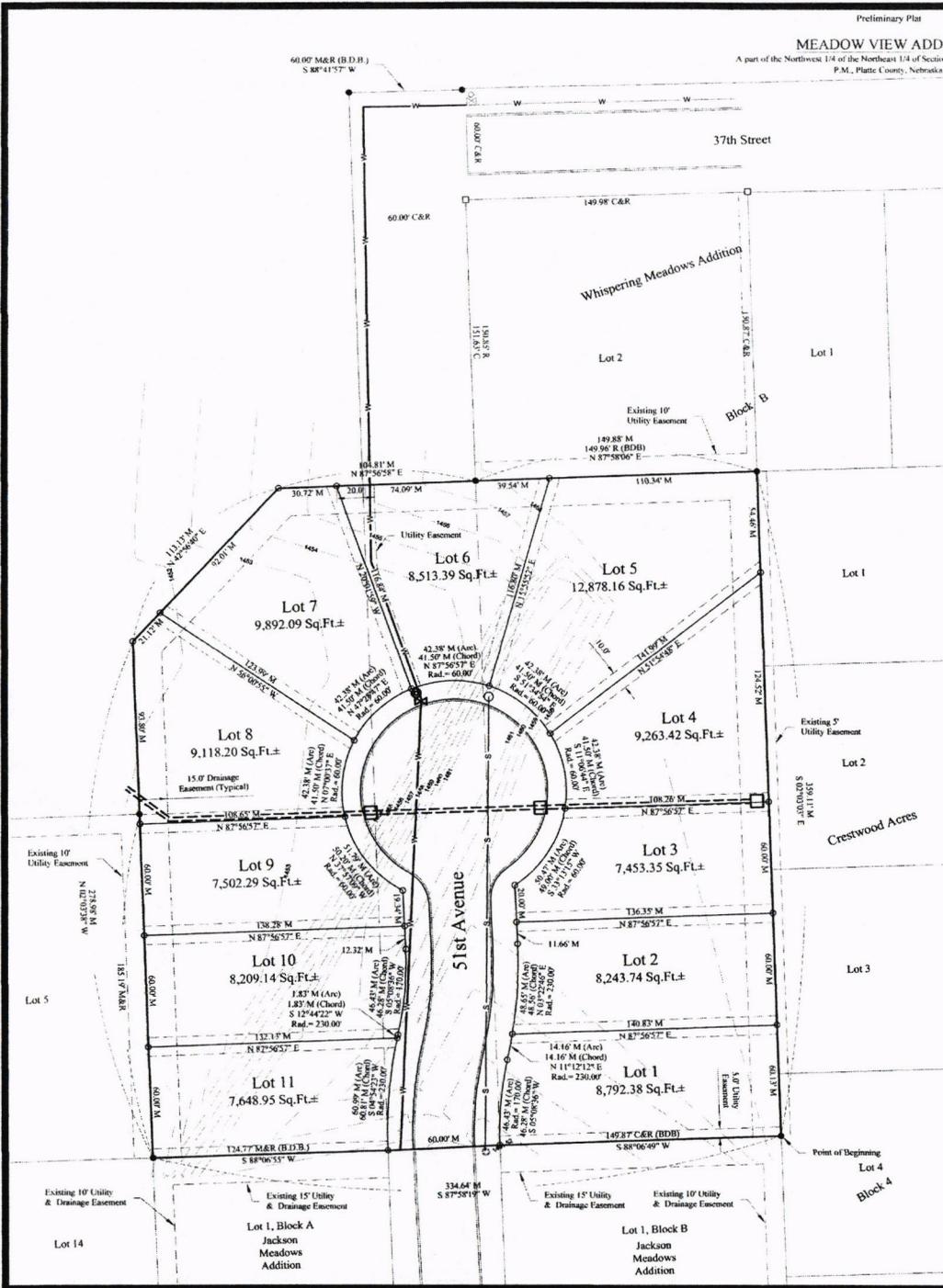
Charles B. Seadschlag, Authorized Member,
Meadow Ridge Properties, LLC

Prepared by:

Thomas M. Fehring, #21713
Fehring & Mielak, LLP
P. O. Box 400
Columbus, NE 68602-0400
Tel. No. 402.563.9617
Fax No. 402.563.9618

MEADOW VIEW ADDITION

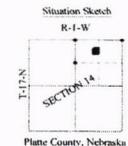
A part of the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Preliminary Plat



Drawn By: LRR
Date: March 12, 2019
Project Number: S-071-086
Scale: 1" = 40'



ZONING
Existing Zone: RR
Proposed Zone: R1

- 5' Side Utility Easements
- 10' Rear Utility Easements
- 20' Front and Street Side Setbacks
- 10' Interior Side Setbacks
- 25' Rear Setbacks

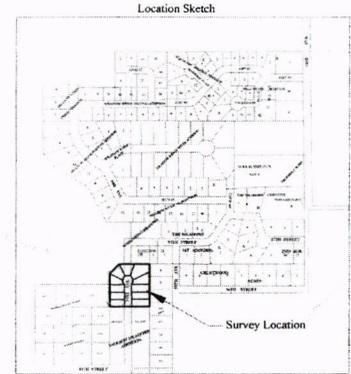
LEGEND

●	Section Corner Found
○	Proposed Corner Found
○	Set Property Corner
R	Recorded Distance
⊠	Telephone Pedestal
○	Manhole
⊖	Water Valve
○	Fire Hydrant
○	Tree
○	Power Pole
—	Overhead Electrical
—	Fence
—	Gas Line
—	Proposed Sanitary Sewer
—	Proposed Water
—	Proposed Storm Sewer
—	Proposed Storm Inlet

DEVELOPER/OWNER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schultz
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923



This survey was prepared at the request of Charles Scudschlag, Columbus, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 87°58'19" W on the North line of said Jackson Meadows Addition, 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N 02°03'38" W, 278.99 feet; thence N 42°50'40" E, 113.13 feet; thence N 87°56'58" E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N 87°58'09" E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the City of Columbus, Platte County, Nebraska; thence S 02°03'03" E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on March 12, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schultz
Terry L. Schultz, State of Nebraska, R.L.S. #550
3-21-2019
Date



COLUMBUS NEBRASKA PLANNING COMMISSION

This Preliminary Plat of MEADOW VIEW ADDITION, in the City of Columbus, Platte County, Nebraska approved by the Planning Commission this _____ day of _____, 2019.

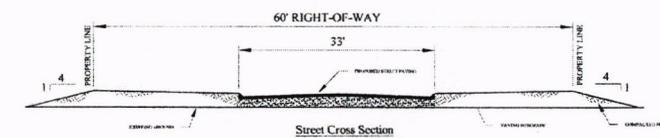
Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL

This Preliminary Plat of MEADOW VIEW ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this _____ day of _____, 2019.

Mayor _____

City Clerk _____



ORDINANCE NO. 19-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S87°58'19"W ON THE NORTH LINE OF SAID JACKSON MEADOWS ADDITION 334.63 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID JACKSON MEADOWS ADDITION; THENCE N02°03'38"W, 278.99 FEET; THENCE N42°56'40"E, 113.13 FEET; THENCE N87°56'58"E, 104.81 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N87°58'06"E ON THE SOUTH LINE OF SAID LOT 2, 149.88 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, CRESTWOOD ACRES OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°03'03"E ON THE WEST LINE OF SAID BLOCK 4, 359.11 FEET TO THE POINT OF BEGINNING, CONTAINING 2.69 ACRES MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following-described real estate, to wit:

A tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S87°58'19"W on the North line of said Jackson Meadows Addition 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence

N02°03'38"W, 278.99 feet; thence N42°56'40"E, 113.13 feet; thence N87°56'58"E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N87°58'06"E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the city of Columbus, Platte County, Nebraska; thence S02°03'03"E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less,

be rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-2" (Urban-Family Residential District) and to amend the Zoning Map, which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification; and

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

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

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

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

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

A tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block B, Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S87°58'19"W on the North line of said Jackson Meadows Addition 334.63 feet to the Northwest Corner of Lot 1, Block A of said Jackson Meadows Addition; thence N02°03'38"W, 278.99 feet; thence N42°56'40"E, 113.13 feet; thence N87°56'58"E, 104.81 feet to the Southwest Corner of Lot 2, Block B, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence N87°58'06"E on the South line of said Lot 2, 149.88 feet to the Northwest Corner of Lot 1, Block 4, Crestwood Acres of the city of Columbus, Platte County, Nebraska; thence S02°03'03"E on the West line of said Block 4, 359.11 feet to the Point of Beginning, containing 2.69 acres more or less,

from the present zoning classification of "RR" (Rural Residential District) to "R-2" (Urban-Family Residential District) be and the same is hereby approved.

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

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

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

INTRODUCED BY COUNCIL MEMBER: _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone A tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S02°05'44"E on the West line of said North 1/2 82.07 feet; thence N88°06'48"E, 558.46 feet to the Point of Beginning; thence N88°06'48"E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S02°13'22"E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S88°07'45"W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N02°13'23"W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S88°07'45"W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N02°13'23"W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less (vicinity of north of 54 Avenue and west of 42 Street) from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 3 day of July, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 07:03:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 24, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning from RR to R-1

RECOMMENDATION:

I recommend approval of this rezoning from RR to R-1 and to amend the Future Land Use map accordingly.

DISCUSSION:

We have received an application to rezone the future Meadow Ridge Seventh Addition from RR to R-1. I believe R-1 zoning is a good use of the property and recommend approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: _____

Approved By: _____




FILED

APR 17 2019

**RE-ZONING APPLICATION
(Meadow Ridge Seventh Addition)**

**CITY CLERK
COLUMBUS, NEBR.**

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

1. *Applicant's Name:* Meadow Ridge Properties, LLC

 Applicant's Address: 4811 37 Street
 Columbus NE 68601

2. *Property Owner:* Meadow Ridge Properties, LLC

 Address of Property: Rural – Columbus, NE

Legal Description of Property:

A tract of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S02°05'44"E on the West line of said North $\frac{1}{2}$, 82.07 feet; thence N88°06'48"E, 558.46 feet to the Point of Beginning; thence N88°06'48"E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S02°13'22"E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S88°07'45"W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N02°13'23"W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S88°07'45"W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Addition; thence N02°13'23"W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less ("Property").

Present Zoning Classification: RR

Requested Zoning Classification: R-1

3. *Set forth a description of the reason for the re-zoning application:*

To allow Applicant to use the Property for single-family residential unit purposes.

Set forth the nature and operating characteristics of the proposed use:

To allow Applicant to use the Property for single-family residential unit purposes by eventually subdividing the Property and offering the same for sale to others for purposes of building single-family residential units.

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

See attached Exhibit "A" for a copy of the preliminary plat.

I, the undersigned, am the Property owner of the Property described in this Application.

Dated: April 17, 2019.



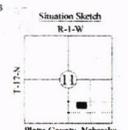
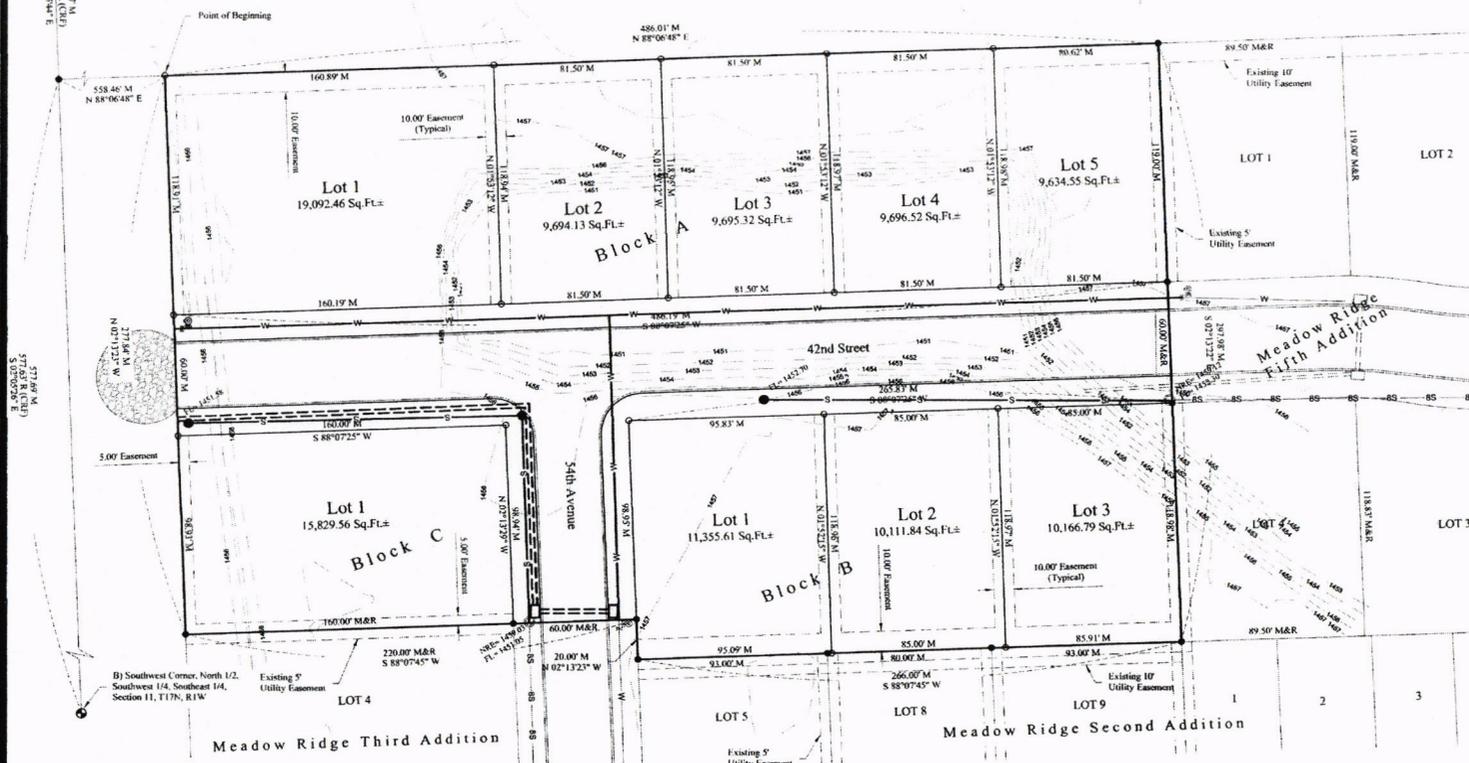
Charles B. Seedschlag, Authorized Member,
Meadow Ridge Properties, LLC

Prepared by:

Thomas M. Fehring, #21713
Fehring & Mielak, LLP
P. O. Box 400
Columbus, NE 68602-0400
Tel. No. 402.563.9617
Fax No. 402.563.9618



Preliminary Plat
MEADOW RIDGE SEVENTH ADDITION
 Of Part of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 11, T17N, R1W
 of the 6th P.M., Platte County, Nebraska



LEGEND

- Section Corner Found
- Property Corner Found
- Set Property Corner
- R Recorded Distance
- ⊠ Telephone Pole
- ⊠ Manhole
- ⊠ Water Valve
- ⊠ Fire Hydrant
- Tree
- Power Pole
- Overhead Electrical
- X Fence
- GAS Gas Line
- S Proposed Sanitary Sewer
- W Proposed Water
- Proposed Storm Sewer
- Proposed Storm Inlet

DEVELOPER/OWNER:
 Meadow Ridge Properties, LLC
 4811 37th Street
 Columbus, NE 68601

ENGINEER:
 John A. Zwingman
 Advanced Consulting Engineering Services
 133 West Washington Street
 West Point, NE 68778
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schultz
 Advanced Consulting Engineering Services
 133 West Washington Street
 West Point, NE 68778
 Phone: 402-372-1923

This survey was prepared at the request of Charles Seadachig, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, North 1/2, Southwest 1/4, Southeast 1/4, Section 11, T17N, R1W:
 Found 1" Iron Pipe as Recorded by Clyde R. Flowers, Jr., R.S.#357, Dated August 12, 1998.
 8.32' North to Nail and Disc in Brace Post.
 0.82' SSE to Nail and Disc in Corner Fence Post.
 8.02' West to Nail and Disc in Brace Post.

B) Southwest Corner, North 1/2, Southwest 1/4, Southeast 1/4, Section 11, T17N, R1W:
 Found 5/8" Iron Bar by Tree.
 0.5' East to Read Head in Corner Fence Post.
 20.44' East to Nail and Disc in Gate Post.
 2.4' NE to Nail and Disc in 16" Tree.
 On Range of Fence East.
 0.5' East to Range of Fence South.

LEGAL DESCRIPTION
 A tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'44" E on the West line of said North 1/2, 82.07 feet; thence N 88°00'48" E, 558.46 feet to the Point of Beginning; thence N 88°00'48" E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S 02°13'22" E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S 88°07'45" W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N 02°13'25" W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S 88°07'45" W on the North line of said Meadow Ridge Third Addition, 230.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N 02°13'23" W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on March 12, 2019, and that all dimensions are in feet and are correct to the best of my knowledge and belief.

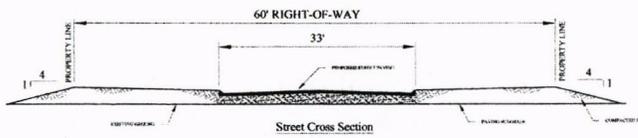
Terry L. Schultz, State of Nebraska, R.L.S.#2550 Date: 3-21-2019



COLUMBIUS NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the Planning Commission this _____ day of _____, 2019.

COLUMBIUS NEBRASKA CITY COUNCIL
 This Preliminary Plat of MEADOW RIDGE SEVENTH ADDITION, to the City of Columbus, Platte County, Nebraska approved by the City Council this _____ day of _____, 2019.

Mayer _____ City Clerk



ADVANCED CONSULTING ENGINEERING SERVICES
 133 West Washington St. • West Point, NE 68778
 Phone: 402-372-1923

ORDINANCE NO. 19-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S02°05'44"E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET; THENCE N88°06'48"E, 558.46 FEET TO THE POINT OF BEGINNING; THENCE N88°06'48"E, 486.01 FEET TO THE NORTHWEST CORNER OF LOT 1, MEADOW RIDGE FIFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°13'22"E ON THE WEST LINE OF SAID MEADOW RIDGE FIFTH ADDITION, 297.98 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE FIFTH ADDITION; THENCE S88°07'45"W, 266.00 FEET TO THE NORTHWEST CORNER OF LOT 5, MEADOW RIDGE THIRD ADDITION TO THE CITY OF COLUMBUS, NEBRASKA; THENCE N02°13'23"W ON THE EAST RIGHT-OF-WAY LINE OF 54TH AVENUE, 20.00 FEET; THENCE S88°07'45"W ON THE NORTH LINE OF SAID MEADOW RIDGE THIRD ADDITION, 220.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE THIRD ADDITION; THENCE N02°13'23"W, 277.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following-described real estate, to wit:

A tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North,

Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S02°05'44"E on the West line of said North 1/2, 82.07 feet; thence N88°06'48"E, 558.46 feet to the Point of Beginning; thence N88°06'48"E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S02°13'22"E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S88°07'45"W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N02°13'23"W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S88°07'45"W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N02°13'23"W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less,

be rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District), and to amend the Future Land Use Map as well as the Zoning Map, which are attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification; and

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

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

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

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

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

A tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M.,

Platte County, Nebraska; thence S02°05'44"E on the West line of said North 1/2, 82.07 feet; thence N88°06'48"E, 558.46 feet to the Point of Beginning; thence N88°06'48"E, 486.01 feet to the Northwest Corner of Lot 1, Meadow Ridge Fifth Addition to the City of Columbus, Platte County, Nebraska; thence S02°13'22"E on the West line of said Meadow Ridge Fifth Addition, 297.98 feet to the Southwest Corner of Lot 4 of said Meadow Ridge Fifth Addition; thence S88°07'45"W, 266.00 feet to the Northwest Corner of Lot 5, Meadow Ridge Third Addition to the City of Columbus, Nebraska; thence N02°13'23"W on the East Right-of-Way line of 54th Avenue, 20.00 feet; thence S88°07'45"W on the North line of said Meadow Ridge Third Addition, 220.00 feet to the Northwest Corner of Lot 4 of said Meadow Ridge Third Addition; thence N02°13'23"W, 277.84 feet to the Point of Beginning, containing 3.22 acres, more or less,

from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) be and the same is hereby approved.

Section 2. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, under Ordinance No. 96-08, as amended, dated March 18, 1996, and adopted August 4, 1997, as the Official Zoning Code of Columbus by Ordinance No. 97-17, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER: _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

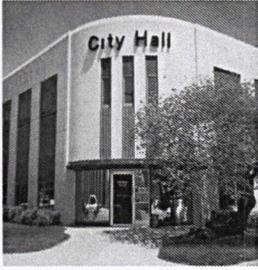
**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF COLUMBUS, NEBRASKA**

Notice is hereby given that a public hearing before the City Council of the City of Columbus, Nebraska, will be held July 15, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to receive a report of activities from the Citizen's Advisory Review Committee in accord with the Columbus Economic Development Plan and at said time and place you may appear and be heard.

Dated this 5 day of July, 2019

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 07:05:19
One Affidavit of Publication



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: July 10, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator *N*
RE: Citizens Advisory Review Committee semi-annual report

A current fund account balance is attached here.

Reauthorization of LB840

The voters reauthorized LB840 in November, 2018. Both referendums (funding and plan approval) were approved by over 60%. In April 2019 the sales tax collection for the economic development fund began. The 1st revenue from the sales tax collection was received in June from the Nebraska Department of Revenue.

Columbus Hydraulics Project Approval

The City Council approved funding for Columbus Hydraulics project currently under construction. The project is scheduled for completion in late 2019. Columbus Hydraulics continues to grow with approximately 150 full-time employees and actively recruiting more production workers.

Prairie Catalytics

The City Council previously approved funding for Prairie Catalytics and construction is complete. We expect to receive a request for the funds they were approved for utilities in the near future.

CONCURRENCE:

David Bell, Co-Chair CARC



**Progress and Jobs Growth
Activity Through June 30, 2019**

	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018	6/30/2019
Revenues:						
Sales Tax	300,000.00	300,000.00	300,000.00	285,336.11		43,047.53
Federal Grants	-					
Local Grants	-					
Interest	7,918.87	9,053.44	16,311.97	16,610.34	21,429.44	10,523.47
Miscellaneous Receipts						500.00
Loan Payments						
Maine Plastics	63,675.00					
Monster Storage, LLC		30,000.00	30,000.00	30,000.00	60,000.00	-
Apogee Retail LLC		40,000.00				
Blazer LLC			39,154.06	61,560.00	61,560.00	52,110.00
Central American Foods				10,000.00		
DiStar Industries					13,970.00	22,986.00
Total Revenues	371,593.87	379,053.44	385,466.03	403,506.45	156,959.44	129,167.00
Expenditures:						
Professional	2,303.75					
Blazer, LLC		300,000.00			150,000.00	
Cargill Project			500.00	125,986.88		
East Industrial Park Survey		11,500.00				
Marriott				30,000.00		
DiStar Industries, LLC				120,000.00		
Columbus Hydraulics, LLC						600,000.00
Workforce Housing Matching					750,000.00	
Columbus Area Chamber of Commerce						20,000.00
Total Expenditures	2,303.75	311,500.00	500.00	275,986.88	900,000.00	620,000.00
Net	369,290.12	67,553.44	384,966.03	127,519.57	(743,040.56)	(490,833.00)
Beginning Fund Balance	1,152,193.46	1,521,483.58	1,589,037.02	1,974,003.05	2,101,522.62	1,358,482.06
Ending Fund Balance	1,521,483.58	1,589,037.02	1,974,003.05	2,101,522.62	1,358,482.06	867,649.06

\$91,540.00 has been committed to Prairie Catalytic upon completion of water and sewer lines.

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on June 17, 2019, Castellanos Moracen dba King Bar made application to the Nebraska Liquor Control Commission for a Retail Class "I" Beer, Wine, Distilled Spirits, On Sale Only Liquor License at 4704 Howard Boulevard, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on June 24, 2019.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 15th day of July, 2019 at 7:00 p.m., at which time protests against and recommendations for the granting of said license will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 07:03:19
Two Affidavits of Publication



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES S. SHERER, CHIEF OF POLICE 

DATE: JULY 1, 2019

SUBJECT: KING BAR
LIQUOR LICENSE APPLICATION
4704 HOWARD BOULEVARD
COLUMBUS, NEBRASKA

CORPORATE PRESIDENT: MAIKEL CASELLANOS
MORACEN
3508 20TH STREET
COLUMBUS, NE 68601

MANAGER: MAIKEL CASELLANOS
MORACEN
3508 20TH STREET
COLUMBUS, NE 68601

It should be noted that this application request is due to the opening of a new bar/dance hall. There will be “bar food” also sold on premise. The applicant is asking for approval of a Class I license, allowing for on sale only of beer, wine, and distilled spirits.

A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

- C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There are periods of heavy motor vehicle traffic and slim pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate off-street parking available.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

The Columbus Police Department makes no recommendation.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

The Columbus Police Department makes no recommendation.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are two existing liquor licenses in the area. Cubby's is one block or a one minute walk away. The other one is Bo's West, approximately a ten minute walk away.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The Columbus Police Department makes no recommendation.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The Columbus Police Department makes no recommendation.

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

The Columbus Police Department makes no recommendation. They are aware of the minimum age required to serve.

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

The Columbus Police Department makes no recommendation. Upon speaking with the manager and president, they plan to have security of some sort at the doors and then roaming the area. They plan to have four security people on duty. They will not let minors into the establishment unless it is a family event like a wedding reception. Any violations of this by patrons will be reported to the police. They will have a regular bar setup with the alcohol behind it.

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

The Columbus Police Department makes no recommendation.

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

The Columbus Police Department makes no recommendation.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information at hand does not reveal any felony arrests or violations of the applicant.

- P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

The Columbus Police Department makes no recommendation.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local governing body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The Columbus Police Department makes no recommendation.

- R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

The Columbus Police Department makes no recommendation.

- S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

The Columbus Police Department makes no recommendation.

- T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: June 24, 2019

DUE DATE: July 15, 2019

Applicant Rodney W & Patricia A Muller %Wendy Gomez,
Castellanos Moracen dba King Bar

Address 4704 Howard Blvd., Columbus, NE 68601

Legal Description Pt Lot 7, Block E, Wilken Acres, Columbus, NE.

IS (x) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE
AND RETURN THIS FORM**

Requested License or Action: Class I

Existing Zoning: B-2

Existing Land Use: Business/Residential

Adjacent Land Use and Zoning:

North: R-2

South: M-L

East: B-2

West: B-2

General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Expressway (US 30/81)

Street Width and Profile: 4 lane divided'

Speed Limit: 35 mph

Average Daily Traffic Count: 13,800 vpd



SIGNED

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

JUN 17 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

✓ **RETAIL LICENSE(S)**

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

✓ **CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) King Bar

Street Address #1 4704 Howard Blvd

Street Address #2 _____

City Columbus

County Platte

10

Zip Code 68601

Premises Telephone number N/A

Business e-mail address kbar17604@gmail.com

Is this location inside the city/village corporate limits: YES NO _____

Mailing address (where you want to receive mail from the Commission) _____

Name Maikel Castellanos Moracen

Street Address #1 3508 20th ST

Street Address #2 _____

City Columbus

State NE

Zip Code 68601

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 72 x width 47 in feet

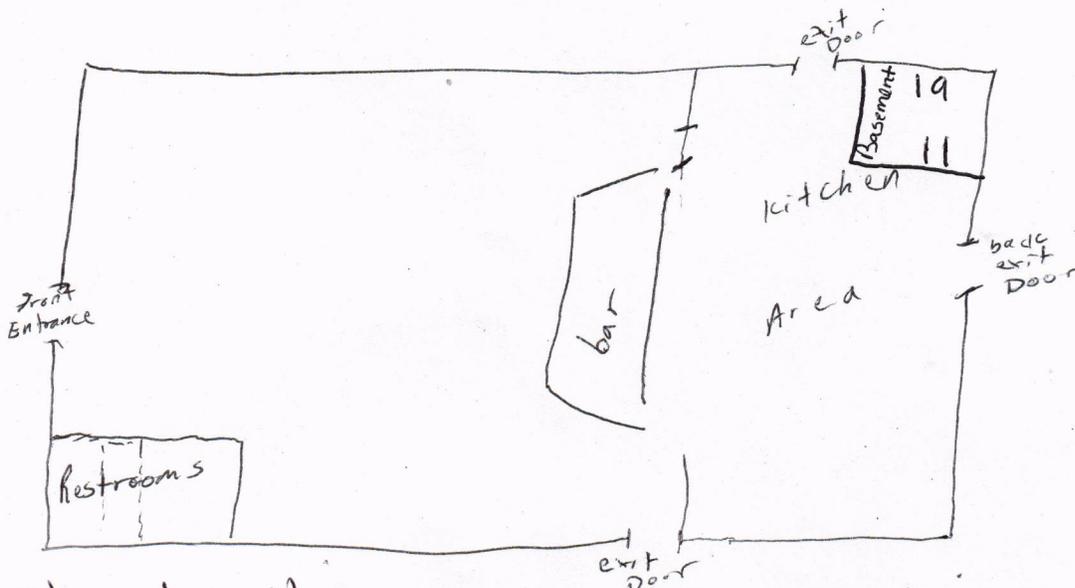
Is there a basement? Yes No _____

If yes, length 19 x width 11 in feet

Is there an outdoor area? Yes _____ No _____

If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



One story building approximately 47x72 including
Basement area approx 11x19

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

✓ 5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES NO

If yes, list the lender(s) _____

✓ 6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

✓ 7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES NO

If yes, list such item(s) and the owner. _____

✓ 8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

✓ 9. Is anyone listed on this application a law enforcement officer?

_____ YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

✓ 10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Cornerstone bank - Maikel Castellanos Moracen

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

none

12. List the alcohol related training and or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Maikel Castelanos Moran	05/2019	Responsible Beverage Training
Jose Anita	01/2019	Responsible Beverage Service Training
Vanisleidy Ortega Espinosa	06/2019	Responsible Beverage Service Training

List of NLCC certified training programs Experience:

Applicant Name	Job Title	Date of Employment	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date 5/17/2021
 Deed
 Purchase Agreement

14. When do you intend to open for business? When liquor license gets approved

15. What will be the main nature of business? Club/Bar

16. What are the anticipated hours of operation? 9pm to 1am

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Maikel Castelanos Moran & Havana, Cuba	2009	2016	Vanisleidy Ortega: Havana, Cuba	2009	2016
Columbus, Nebraska	2016	Present	" Columbus, NE	2016	Present
Jose Anita San Marcos, CA	2009	2011	Irma Portillo: San Marcos, California	2009	2011
Schuyler, Nebraska	2011	2012	" Schuyler, Nebraska	2011	2012
Columbus, Nebraska	2012	2016	" Columbus, Nebraska	2012	2016
Columbus, Nebraska	2016	Present	" Columbus, Nebraska	2016	Present

If necessary, attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

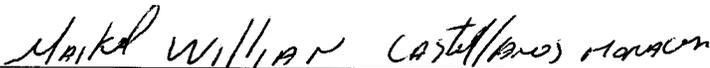
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



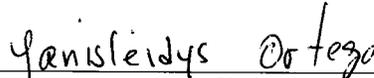
Signature of Applicant



Signature of Spouse



Print Name



Print Name

Signature of Applicant



Signature of Spouse

Print Name



Print Name

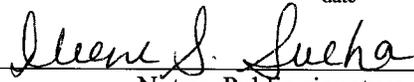
ACKNOWLEDGEMENT

State of Nebraska
County of Platte

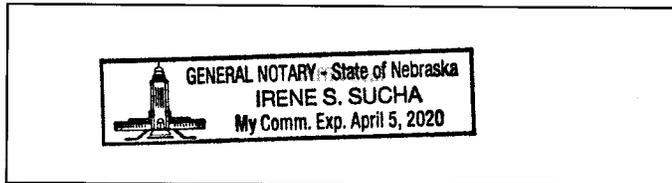
The foregoing instrument was acknowledged before me this

June 12, 2019
date

by Maikel William Castellanos Moracen, Yanisleidys Ortega,
name of person(s) acknowledged (individual(s) signing) and Irma Portillo



Notary Public signature

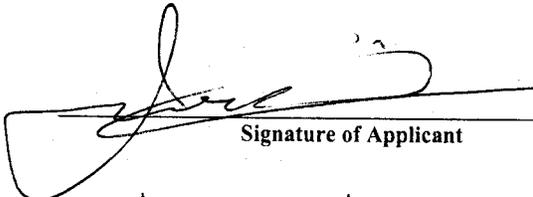


The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Jose Arista

Print Name

Signature of Spouse

Print Name

Signature of Applicant

Print Name

Signature of Spouse

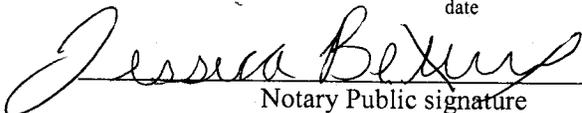
Print Name

ACKNOWLEDGEMENT

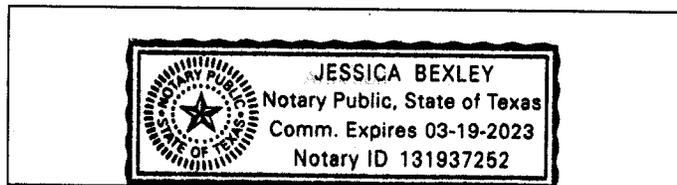
State of ~~Nebraska~~ Texas
County of ~~_____~~ Bell

6/10/2019
date

The foregoing instrument was acknowledged before me this
JOSE ARISTA
name of person(s) acknowledged (individual(s) signing)



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Nebraska Secretary of State

KING BAR

Wed Jun 19 14:38:50 2019

SOS Account Number

1905163633

Status

Active

Contact

KINGBAR LIMITED LIABILITY PARTNERSHIP

3508 20TH ST

COLUMBUS, NE 68601

Entity Type

Trade Name

Date Filed

May 30 2019

Filed Documents

Filed documents for KING BAR may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Trade Name	May 30 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Assignment of Registration	Jun 19 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

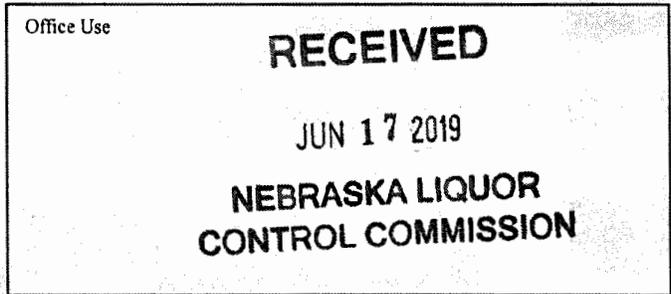
Good Standing Documents

Not Available for Trade Names

[↑ Back to Top](#)

**APPLICATION FOR LIQUOR LICENSE
PARTNERSHIP
INSERT - FORM 2**

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



Partner(s), including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) At least one (1) partner must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate, INS papers or US Passport
- 4) Fingerprints are required. See Form 147 for further information, this form MUST be included with your application
- 5) Must sign the signature page of the Application for License form
- 6) Primary Partner may be required to take a training course
- 7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of Primary Partner (Please note if your partnership is a husband/wife combination then opposite spouse will need to complete the additional partner section on the next page)

Last Name: Castellanos Moracen

First Name: Maikel MI: W

Home Address: 3508 20th ST City: Columbus Zip Code: 68601

Social Security Number: _____ Date of Birth: _____

Home Telephone Number: 531-213-9583

Driver's License Number: _____ State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES NO

If yes, provide your spouse's information below

Spouses Last Name: Ortega Espinosa

Spouses First Name: Yaniskeidys MI: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ State: NE

Name of additional partner(s) (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

✓ Last Name: Arita

First Name: Jose MI: M

Home Address: 111 W. Roselane City: Columbus Zip Code: 68601

Social Security Number _____ Date of Birth: _____

Home Telephone Number: 620-481-6472

Driver's License Number _____ State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

✓ YES

NO

If yes, provide your spouse's information below

Spouses Last Name: Portillo

Spouses First Name: Irma MI: J

Social Security Number: _____ Date of Birth: _____

Driver's License Number _____ State: NE

If necessary, this page can be copied for additional partner information

In compliance with the ADA, this partnership insert form 2 is available in other formats for person with disabilities. A ten day advance period is required in writing to produce the alternate format.

KING BAR BUSINESS PLAN

Not an LLP, applying as
Partnership per Anita

I. EXECUTIVE SUMMARY

King Bar, (hereinafter "Business") is intended to be formed as a Nebraska Limited Liability Partnership (LLP) located at 4704 Howard Blvd, Columbus, Nebraska 68601, poised for rapid growth in the Club/Bar industry. The Business seeks funding to take advantage of a window of opportunity for introducing a new Entertainment service, which has the potential to dominate the market.

Business Description. The Business is to be organized as a Limited Liability Partnership (LLP) formed and authorized under the laws of the State of Nebraska, and will be led by Maikel Willian Castellanos Moracen, who will serve as Director and Shareholder.

Maikel is more than qualify to operate this business. He brings his past experience of running a club in Spain and Cuba. Maikel has been in management for over 20 years. Maikel has also serve as a bartender for roughly 5 years.

New Service. The Business has developed a Entertainment service which has the following specifications:

To provide a lively experience every time by using a dance culture thru music. A place that will bring entertainment to they city by bring musicians an comedians. A place to destress thru the art of dancing. King bar will serve a mix cold drinks to cool you down from all the dancing.

The Business has a window of opportunity to introduce its services and gain a significant piece of the market share.

Funding Request. The total funding request is for a \$0.00 capital investment in return for a 80% equity ownership interest in the Business. The funding proceeds will be used as follows:

\$2,000.00 for Marketing

This amount is earmarked for effectively marketing the services as described below in the Marketing Summary section of the Business Plan.

\$1,500.00 for Staffing

This portion of funding is intended for hiring employees to produce the services and assist marketing and sales efforts.

\$10,000.00 for inventory
start up

The Business is looking for equity funding. Financial projections forecast a break-even point in less than 2 years after product introduction.

II. BUSINESS SUMMARY

The business is a start-up business, providing clients with Entertainment.

Industry Overview. The Club/Bar industry in the United States currently generates \$0.00 in annual sales. Annual revenue for the regional market where the business is located is estimated at \$0.00.

Seasonal Factors. The Business would only be influenced by the seasonal factors that affect our customers. Since the demand for our services crosses many different businesses and industries, seasonal fluctuations are expected to be limited to the typical down turn in the dull period months are not affected by the annual holiday schedules.

Position in the Industry. live events. King Bar will bring known artist and comedians.

Legal Issues. The promoters have secured the required patents and trademarks for the services and processes of the business in accordance with the statutory requirements.

Location. King Bar will be located in a building that will be leased for two years with the option to continue to leased the building for more at the amount of \$2,000 for rent monthly. King Bar will be responsible for any utilities utilize to operate the bar. it will be at the expense of King Bar to maintained the building operational and in good working order.

III. MARKETING SUMMARY

Target Markets. The main target markets for the business include:

- any one 21 years of age or older
- Dancers
- beer drinkings/ mix drinks
- Boxers/MMA fans

It is estimated that there are 200 potential customers within the Business defined trading area that are estimated to spend \$110.00. To seek the most profitable market segments in the target markets overall, the Business will focus on the following areas within the target market:

- King Bar will focus in having live events weekly. King Bar will always have music for every customer like. King Bar will have a different theme for every day of the week.

Competition. Customer choice of services in this industry is based on Environment and the type of drinks offered. Plus a variety within the bar.

There is none like the one king Bar will be. there are local bars in town, but none with a dance floor or live events.

Services. The Business intends to provide exceptional, personalized service, which will be the crucial factor in building and protecting the Business's brand within the community. The Business intends to handle customer concerns and issues with a customer oriented focus with the intent of providing timely resolution and preventing the loss of customers.

IV. STRATEGY AND IMPLEMENTATION SUMMARY

The Business plans the following tactics as part of sales promotion:

In addition, the Business will also engage in the following marketing campaigns:

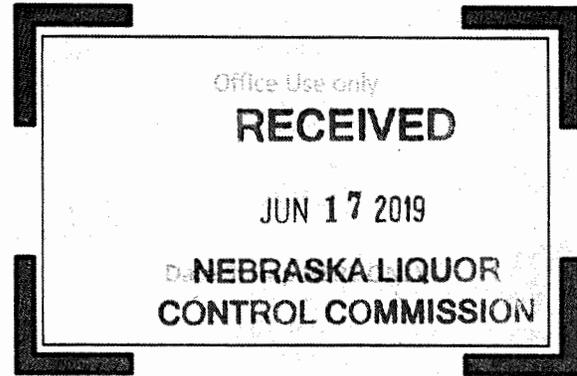
- Price promotions
- Specials on drinks
- Bring Musicians people want to see

V. FINANCIAL PLAN

The Funding Request in this Business Plan outlines the major start-up costs associated with this business. Other costs include repair and maintenance, sales and production expenses. Regular monthly expenses are estimated at \$6,000.00 for paying the employee salaries and other regular business expenses. The Business is expected to generate ~~\$0.00~~ in the first year, and gross profit is expected to be \$75,000. ~~\$240,000~~

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: Ma King bar

Name of Person Bring Fingerprinted: Maikel Castellanos Moracen

Date of Birth: / _____ Last 4 SSN: _____ Date fingerprints were taken: 5/21/2019

Location where fingerprints were taken: 2419 14th ST Columbus NE 68601

How was payment made to NSP?

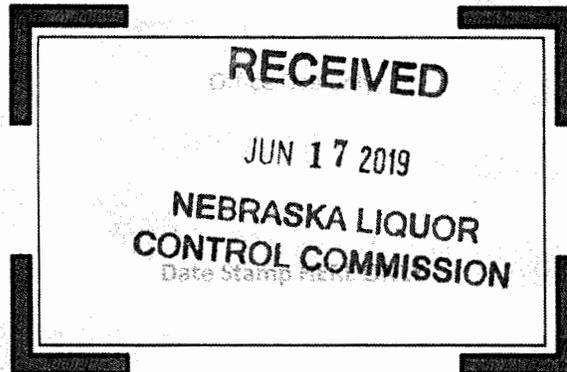
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name: King Bar

Name of Person Bring Fingerprinted: Yani sleidy s Ortega Espinosa

Date of Birth: Last 4 SSN: Date fingerprints were taken: 5/21/2019

Location where fingerprints were taken: 2419 14th ST Columbus NE 68601

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

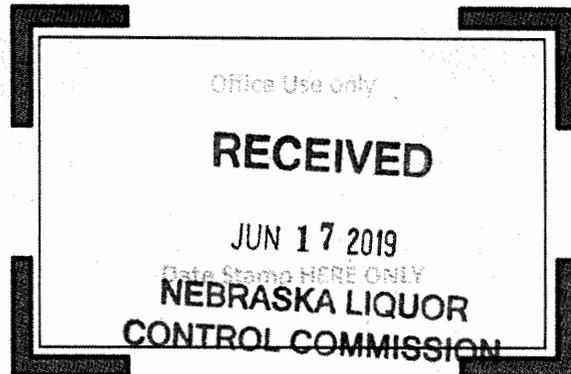
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

M. Ortega

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name: King bar

Name of Person Bring Fingerprinted: Jose Ariza

Date of Birth _____ Last 4 SSN _____ Date fingerprints were taken: _____

Location where fingerprints were taken: 194 EASTLAWN AVENUE STE A ST ROBERT-MO-65584

How was payment made to NSP?

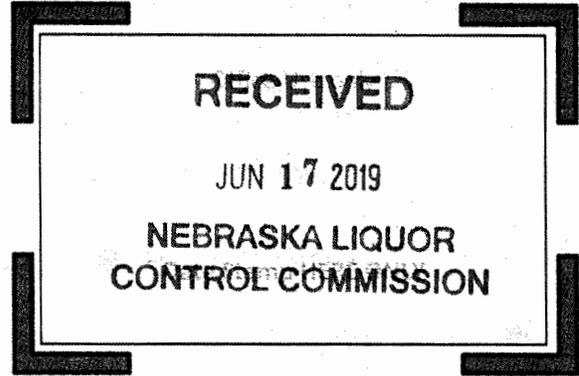
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name: King bar

Name of Person Bring Fingerprinted: Irma Portillo

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: 2419 14th ST Columbus NE 68601

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

21
X



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

MAIKEL WILLIAN CASTELLANOS MORACEN

holds a

State Alcohol certificate

Permit # RB-0112964

Permit Expires: 05-29-2022 Amount Paid: \$



Responsible Beverage Service Training

N E B R A S K A



21
#



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

YANISLEIDYS ORTEGA ESPINOSA

holds a

State Alcohol certificate

Permit # RB-0113464

Permit Expires: 06-06-2022 Amount Paid: \$



Responsible Beverage Service Training

N E B R A S K A



2/4



2/27



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

IRMA JUDITH PORTILLO

holds a

State Alcohol certificate

Permit # RB-0113460

Permit Expires: 06-06-2022 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A



#13

RECEIVED

JUN 24 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of June 01, 2019, by and between Wendy Gomez ("Landlord"), and Maikel Castellanos Moracen and Jose Arita ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant A full size operational restaurant building. (the "Premises") located at 4704 Howard Blvd, Columbus, NE 68601.

TERM. The lease term will begin on June 01, 2019 and will terminate on June 01, 2021.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$2,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 111 N. Roselane, Columbus, Nebraska 68601. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$4,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Tenant may use property for any type of business it wishes, as long as no changes are done to the premises. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

FURNISHINGS. The following furnishings will be provided: List of items will be attach to this lease Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from

normal use of the furnishings.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$500,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of One Year per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$2,500.00 per month.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without

prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 3 days after its due date, Tenant shall pay a late fee of \$25.00 per day, beginning with the day after the due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

#13

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Wendy Gomez
111 N. Roselane
Columbus, Nebraska 68601

TENANT:

Maikel Castellanos Moracen
3508 20th ST
Columbus, Nebraska 68601

TENANT:

Jose Arita
111 N. Roselane
Columbus, Nebraska 68601

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Nebraska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit

of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



Date: 6-24-19

Wendy Gomez

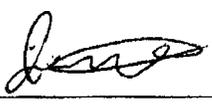
TENANT:



Date: 6/21/19

Maikel Castellanos Moracen

TENANT:



Date: 6/24/19

Jose Arita

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
July 8, 2019

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on July 8, 2019, at 4:00 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. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and members of the 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:** Chair Schilling announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Prent Roth, and Ron Schilling. Council Member Dennis Kresha was absent and excused. City staff members present included City Engineer Rick Bogus and City Clerk Janelle Kline.
2. **Request of Meadow Ridge Properties, LLC to vacate 51 Avenue south of 37 Street.** Bogus pointed out that existing street right-of-way is for continuation of 51 Avenue to 37 Street; however, due to the fact that large fill material would be required to continue the avenue, making it cost prohibitive, the plans are being revised to construct a cul-de-sac instead. A recommendation was made to the mayor and council to approve the street right-of-way vacation of 51 Avenue from the south line of 37 Street to the south line of Meadow View Addition with a motion by Roth and a second by Bahr. Bahr, Roth, and Schilling voted "Aye" and none voted "Nay". Kresha was absent.
3. **Adjourn:** The meeting adjourned at 4:05 p.m. with a motion by Schilling and a second by Bahr. Bahr, Roth, and Schilling voted "Aye" and none voted "Nay". Kresha was absent.

OFFICE OF THE CITY CLERK
: Michaela Luckey

The City of **Columbus**

MEMORANDUM

DATE: July 3, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Deer Run Estates Second Subdivision - Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Deer Run Estates Second Subdivision as it is amenable with the adjacent land use consisting of residential development, future land use, and is in accordance with the Land Development Ordinance 96-08. The subdivision is a replat of Deer Run Estates Subdivision and is within the corporate limits.

DISCUSSION:

The subdivision consists of 9 residential lots from the Deer Run Estates 5 lots and is located south of 23rd Street and west of 56th Avenue. The project will have a frontage road with limited driveway access. The storm water detention and treatment is the existing topography located along the south side of this subdivision. Sanitary Sewer Extension District No. 47 and Water Extension District No. 64 are currently in design phase to obtain estimated costs for formal creation. The City will be obtaining a part of Lot 1 for a sanitary sewer lift station which will be made part of the final plat.

Future improvements include the formation of a Street Improvement District.

FISCAL IMPACT:

Minor increase in water and sanitary sewer to the City system.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis

SIGNATURE:

By: _____ 

Approved By: _____ Tara Vasicek

MAJOR SUBDIVISION/ADDITION APPLICATION

PRELIMINARY / FINAL (Circle One)

DATE: June 24, 2019

NAME OF SUBDIVISION: Deer Run Estates Second Subdivision

NAME OF APPLICANT: Meadow Ridge Properties, LLC

ADDRESS OF APPLICANT: 4811 37th St

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 9

ADDRESS OF SUBDIVISION: Lots 1 thru 5 Deer Run Estates

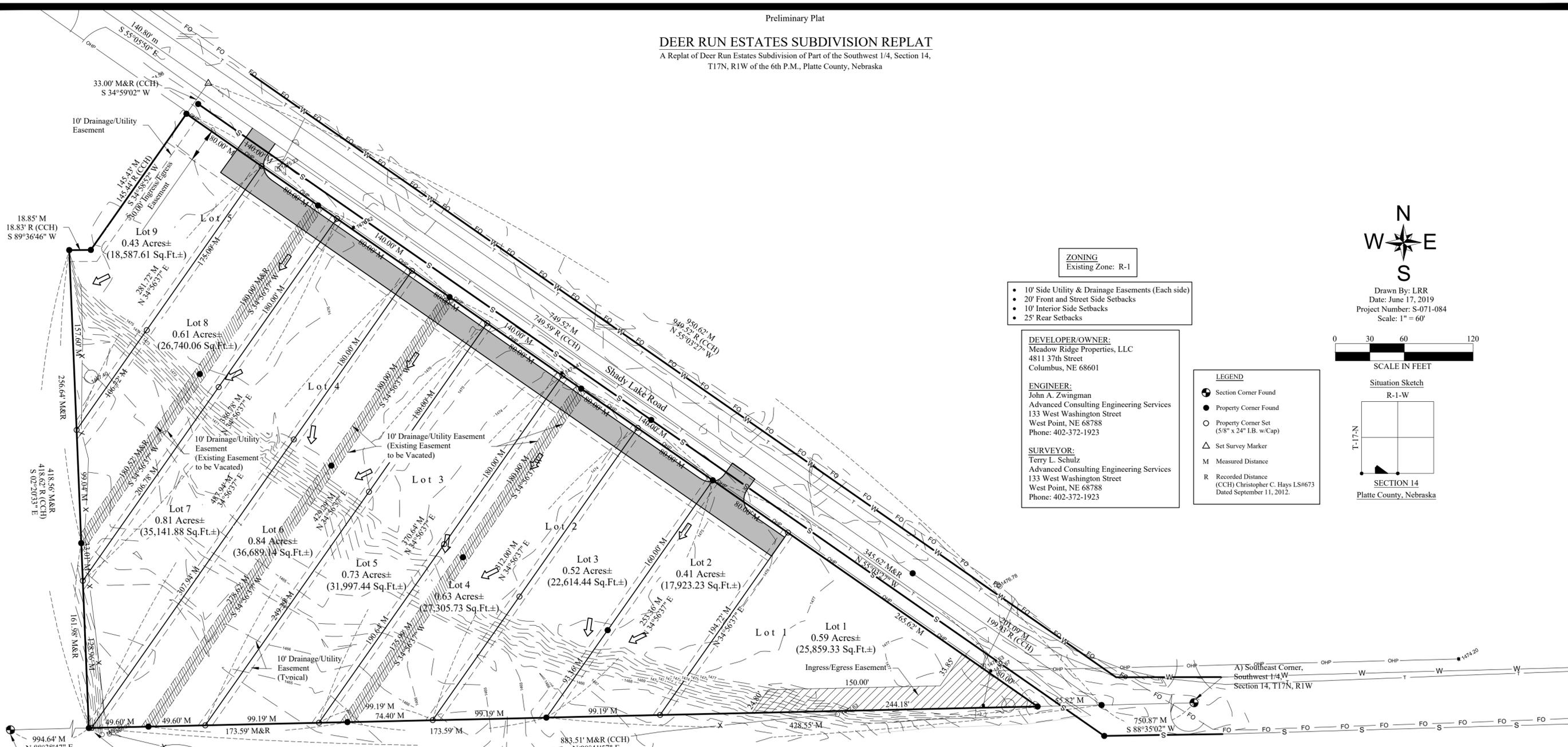
I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

John A. Zwingman, Project Engineer

Owner or Owner's Representative

DEER RUN ESTATES SUBDIVISION REPLAT

A Replat of Deer Run Estates Subdivision of Part of the Southwest 1/4, Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska



ZONING
Existing Zone: R-1

- 10' Side Utility & Drainage Easements (Each side)
- 20' Front and Street Side Setbacks
- 10' Interior Side Setbacks
- 25' Rear Setbacks

DEVELOPER/OWNER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- △ Set Survey Marker
- M Measured Distance
- R Recorded Distance (CCH) Christopher C. Hays LS#673 Dated September 11, 2012

SCALE IN FEET
0 30 60 120

Situation Sketch
R-1-W

SECTION 14
Platte County, Nebraska

Drawn By: LRR
Date: June 17, 2019
Project Number: S-071-084
Scale: 1" = 60'

B) Southwest Corner, Southwest 1/4, Section 14, T17N, R1W

A) Southeast Corner, Southwest 1/4, Section 14, T17N, R1W

This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

FIELD NOTES
A) Southeast Corner, Southwest 1/4, Section 14, T17N, R1W: Found Steel Survey Marker. On Centerline of Asphalt East-West. On Range of Fence North. 44.83' NE to "X" Nails in Power Pole. 34.40' NNE to "X" Nails in Power Pole. 25.20' South to Centerline of Manhole. 35.89' North to Nail & Disc in Top of Corner Fence Post.

B) Southwest Corner, Southwest 1/4, Section 14, T17N, R1W: Found 2" Aluminum Cap. 0.5' South to Post. On Range of Fence South. On Range of Fence East-West. 11.04' East to Nail & Disc in Gate Post. 18.18' West to Nail & Disc in Gate Post.

LEGAL DESCRIPTION
Deer Run Estates Subdivision of part of the Southwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 17, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 _____ Date _____



COLUMBUS NEBRASKA PLANNING COMMISSION
This Preliminary Plat of DEER RUN ESTATES REPLAT, Platte County, Nebraska approved by the Planning Commission this _____ day of _____, 2019.

Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL
This Preliminary Plat of DEER RUN ESTATES REPLAT, Platte County, Nebraska approved by the City Council this _____ day of _____, 2019.

Mayor _____

City Clerk _____



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 1, 2019

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
DUNCAN VOLUNTEER FIRE DEPARTMENT
2460 EAST 1ST AVENUE
COLUMBUS, NEBRASKA
LISA CHERRY, SUPERVISOR

This application for special designated license is for the purpose of serving beer to attendees of an outdoor beer garden on September 9th, 2019 from 8:00 A.M. until 12:00 A.M. in the parking lot of 2460 East 1st Avenue. This event will be supervised by Lisa Cherry. It is expected that approximately 1000 people will attend this event. Sergeant Strecker spoke Lisa Cherry about this event.

The licensed area will include a beer tent. Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. They will allow individuals in who are under 21, but they will not be given a wristband or be served. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times.

This report will serve as notice that local law enforcement has been informed in advance of this event.

FILED

JUN 21 2019

CITY CLERK
COLUMBUS, NEBR.

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

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

Duncan Volunteer Fire Department

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

921 8th Street

Retail Liquor License Address or Non-Profit Business Address

47-0608775

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

9/07/19

Event Start Time(s):

8 a.m.

Event End Time(s):

12 a.m.

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Village Centre Mall

Event Street Address/City: 2460 E 1 Avenue in parking lot by McCristy Jewelers, Columbus

Indoor area to be licensed in length & width: X

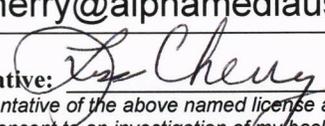
Outdoor area to be licensed in length & width: 60 X 150 (Diagram Form #109 must be attached)

Type of Event: Community Husker Tailgate Party Estimate # of attendees: 1000

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

Event Contact Name: Lisa Cherry Event Contact Phone Number: (402) 564-2866

Event Contact Email: Lisa.Cherry@alphamediausa.com

*Signature Authorized Representative:  Printed Name Lisa Cherry

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

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

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

Local Governing Body completes below:

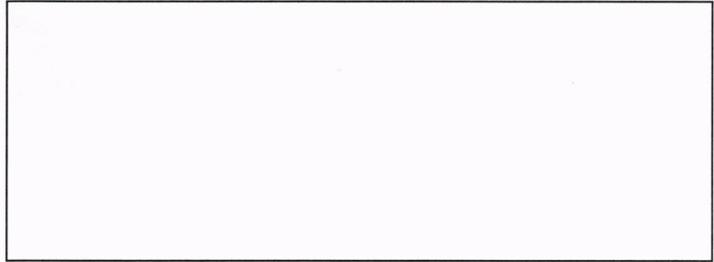
The local governing body for the City/Village of Columbus OR County of approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

Duncan Volunteer Fire Department

NAME OF CORPORATION

47-0608775

FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 20th DAY OF June, 2019.

GARY H LUCHSINGER
General Notary – State of Nebraska
My Commission Expires Apr 8, 2021

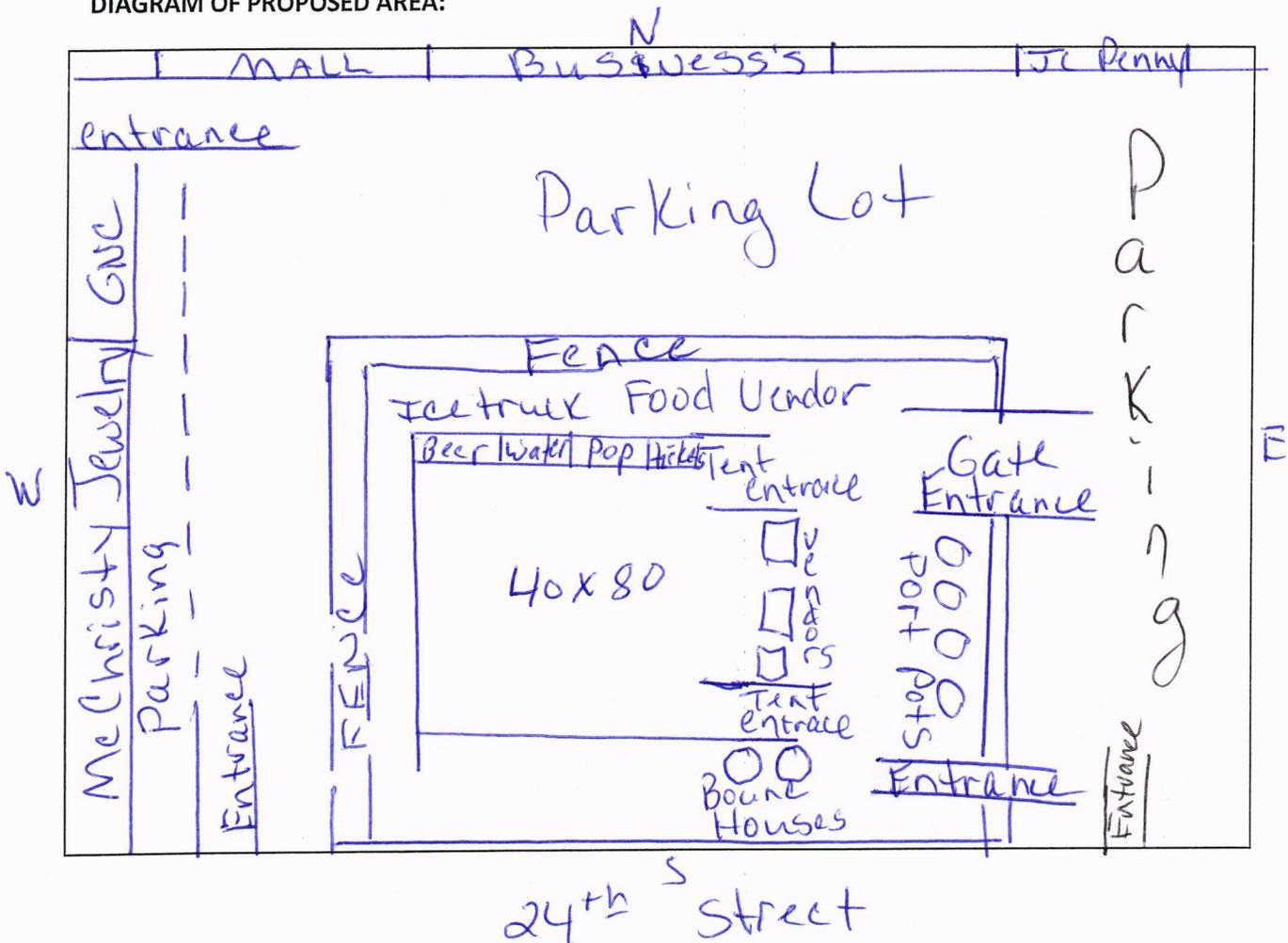

NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED fenced in area with security + I.D.'s checked

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

DIAGRAM OF PROPOSED AREA:





COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

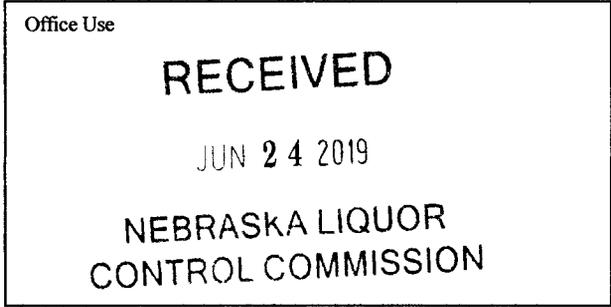
DATE: JULY 9, 2019

SUBJECT: LIQUOR LICENSE SPACE CHANGE
CORK AND BARRELL LLC
CORK AND BARREL
1354 27TH AVENUE
COLUMBUS, NEBRASKA
NICOLE SAALFELD, SUPERVISOR

This application is for a change in the liquor license for the Cork and Barrel. They would like to add an outdoor patio sidewalk seating area. This area is going to be 32 feet long and 6 feet wide on the east entrance side of the building. The fence will be 36 inches high with entrance from inside of the bar. Bar entry is gained from the sidewalk, and then once in the bar, entry is gained. The fence will be five feet one inch from the curb as required by city ordinance. The city council has passed an ordinance allowing for this outdoor seating. We have had contact with Nicole Saalfeld, and she indicated that she will follow the ordinance as written. The police department has no opposition to this change in license.

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north. NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 122449 CLASS TYPE C

LICENSEE NAME Cork & Barrel, LLC

TRADE NAME Cork & Barrel

PREMISE ADDRESS 1354 27th Ave Suite 50

CITY Columbus ZIP CODE 68601 COUNTY Platte

CONTACT PERSON Nicole Saalfeld

PHONE NUMBER OF CONTACT PERSON 402-910-3580

EMAIL ADDRESS OF CONTACT PERSON frauendorfer.nicole@gmail.com

CK 2158
\$45.00
Misc Deposit 6/24/19



Local Approval



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

patio style seating outside of the current
licensed area.

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Nicole Saalfeld
Signature of Licensee or Officer

State of Nebraska

County of Platte

6-20-19

Date

The foregoing instrument was acknowledged before me this

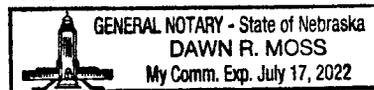
Nicole Saalfeld

by name of person acknowledged (individual(s) signing document)

Dawn R. Moss

Notary Public signature

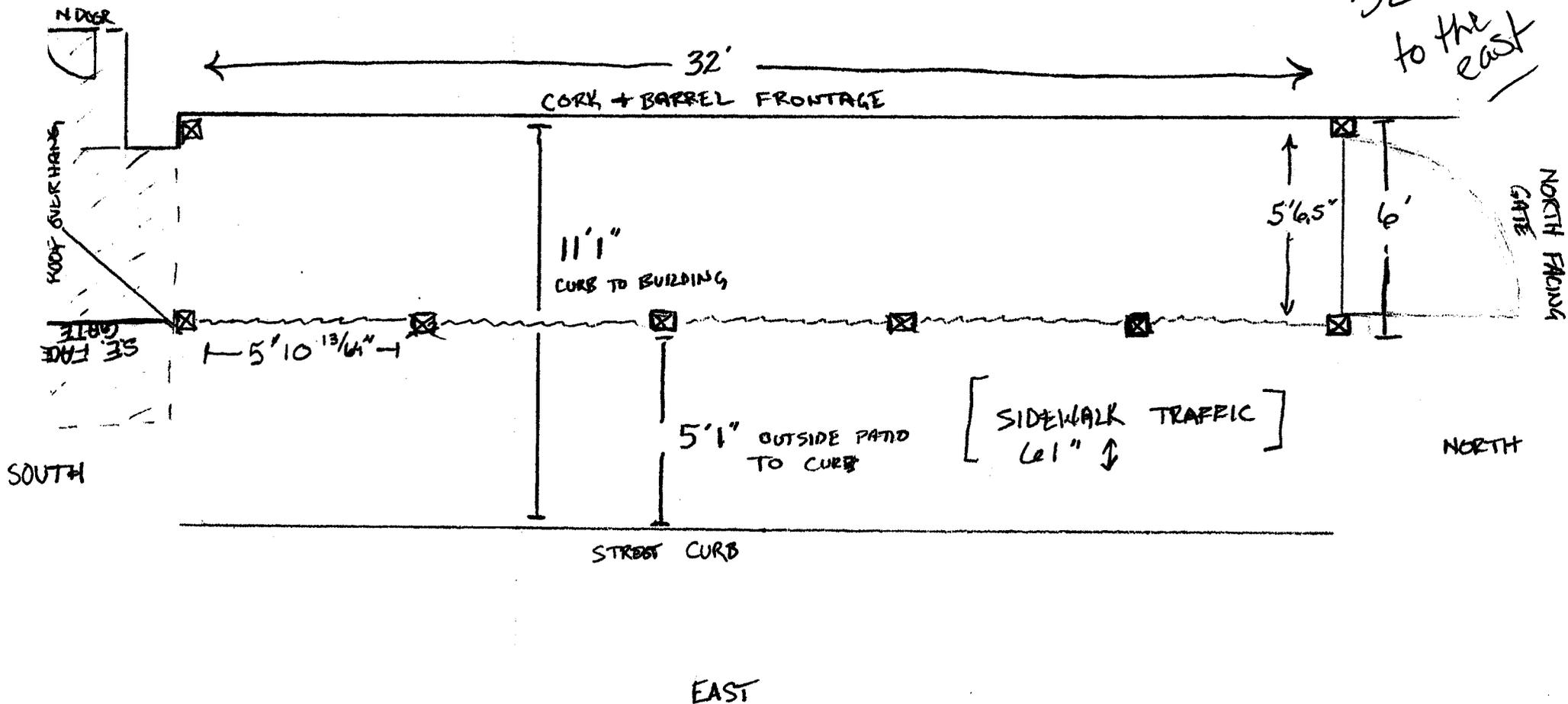
Affix Seal



WEST

Diagram A

32 x 4
to the east



POST SPACINGS @ 5' 10 13/64"
CURBSIDE

(5.5" x 5.5")
6" x 6" x 4" POST
1/4" GALV PIPE

POSTS ANCHORED
TO CONCRETE VIA 1/8"
PLATE SQUARE STEEL
SLEEVE (2) STAINLESS
7/16" ANCHORS PER POST

1" = 4'

PARK PLAZA

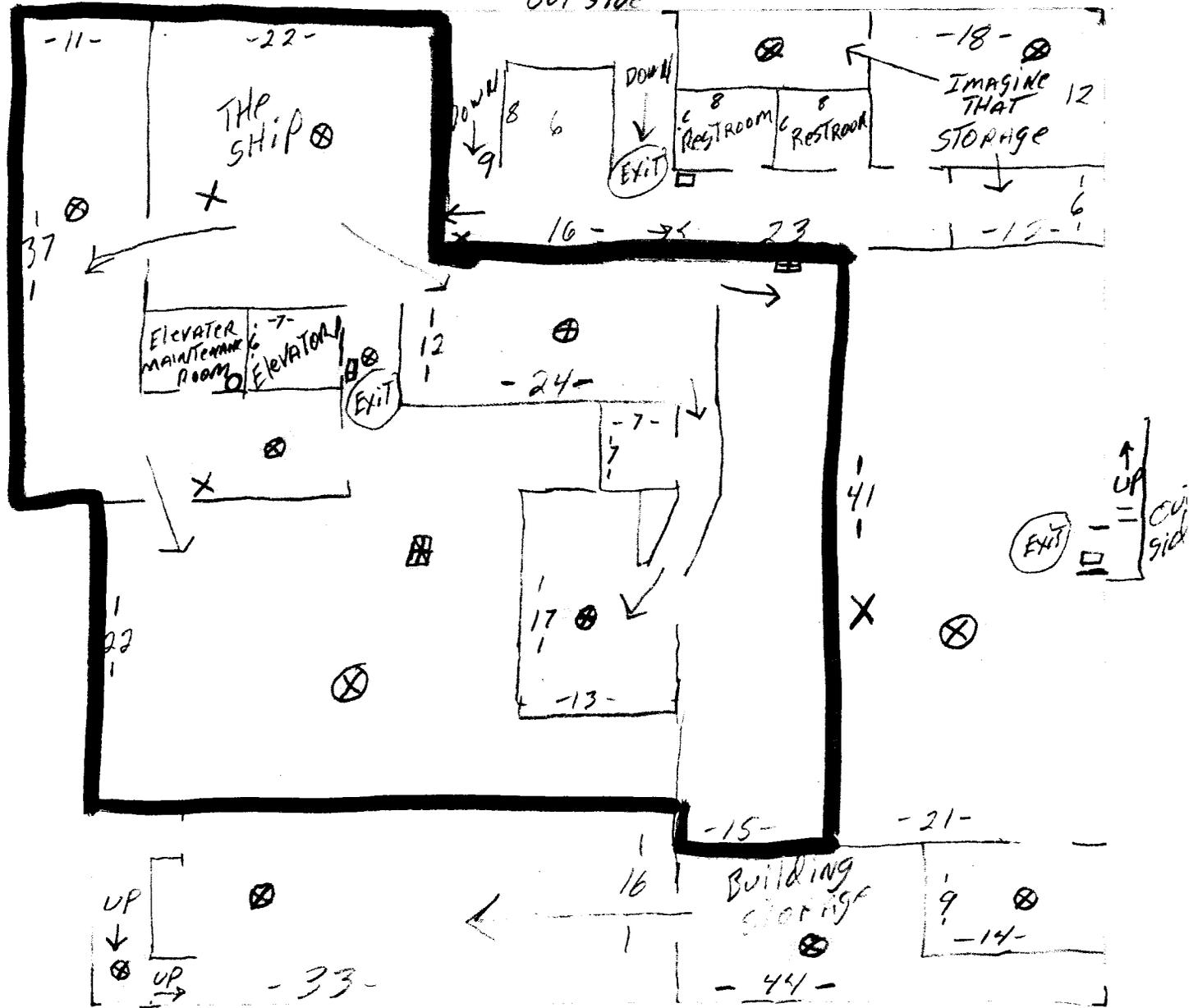
* previous license area

~~PAGE 2 OF 3~~

Basement

OUT side

North



- ⊞ FIRE ALARM SIREN
- FIRE ALARM PULL
- FIRE EXTINGUISHER
- ⊙ FIRE SMOKE DETECTOR
- X EMERGENCY LIGHTING BATTERY BACKUP

10 12



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: JUNE 24, 2019
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: ACCEPT QUOTE FOR 2019 HYDRANT/ RISERS AND ACCESSORIES
Lincoln Winwater. (Lincoln, NE)

RECOMMENDATION: Recommend that the City Council accept the quote from Lincoln Winwater Company (Lincoln, Nebraska), for purchase of various hydrants, valves, risers and related accessories as part of the overall water distribution systems upgrades in an amount of not to exceed \$11,288.36, which includes net order and freight and no sales tax..

DISCUSSION: The City's Water Utility Division has continued to work through the change-out of old non-repairable and undersized hydrants that no longer meet standards within the overall water distribution system.

The hydrants and related valve replacements are part of the City's Capital Improvement Program (CIP) for 2019, with amount of \$35,000 budgeted for this program. This year's Staff is looking to replace a total of five (5) hydrants, valves, risers, and related accessories under the program. The actual replacement work will be done in-house by the Water Utility Division of the Department of Public Works (DPW).

FISCAL IMPACT: There are funds available within the 2018-2019 Water Fund for these hydrants, valves, risers, and accessory parts.

CONCURRENCE: Jake Wacha, Utility Supervisor

SIGNATURE:

Recommendation By:

Chuck Sliva, Public Works Director

Approved By:

Heather Lindsley, Finance Director

Approved By:

Tara Vasicek, City Administrator





515 NW 27TH STREET #2
LINCOLN, NE 68528

PHONE (402) 438-2988
FAX (402) 438-2992

COPY

Quoted To Customer
CITY OF COLUMBUS PO BOX 1677 COLUMBUS, NE 68602-1677
Phone (402) 562-4246 Fax (402) 564-5380

Job Name
hydrant extensions

Quote No.	Date	Page
0018422	5/21/19	1
Expiration Date		6/20/19
Revised Date		5/21/19
Bid Due Date		5/21/19

Quoted By
Nate Kollars nmkollars@winwaterworks.com (402) 525-2471

Customer	Payment Terms	Quoted To	Salesperson	FOR
000474	1% 10TH, NET 30TH	JAKE WACHA	NATHAN KOLLARS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	5	K81 HYD 5-1/4 6-0 OL 3W 6MJ	1900.0000	EA	9500.00
2.0	2	6" K81 5-1/4" Hydrant Extension	209.1800	EA	418.36
3.0	2	12" K81 5-1/4" Hydrant Extension	235.0000	EA	470.00
4.0	2	18" K81 5-1/4" Hydrant Extension	345.0000	EA	690.00
5.0	2	K-8149 5-1/4 COL REPAIR KIT	105.0000	EA	210.00

Tax Area Id	Net Sales	11,288.36
281410090	Freight	.00
	Tax	790.19
	Quotation Total	12,078.55

11,288.36



COPY

Bid Proposal for Columbus Hydrants, Extensions, and Repair Kits

CUSTOMER	<p>CITY OF COLUMBUS WATER 4528 19TH STREET COLUMBUS, NE 68601</p>	<p>Job Columbus Hydrants, Extensions, and Repair Kits Columbus, NE Platte County Bid Date: 05/22/2019 07:00 a.m. Bid #: 942650</p>
CONTACT	<p>Sales Representative Zachary Hoffman (T) 402-896-6173 Zachary.Hoffman@coreandmain.com</p>	<p>Core & Main 10707 S 149th St Omaha, NE 68138 (T) 402-896-6173</p>
NOTES		



Bid Proposal for Columbus Hydrants, Extensions, and Repair Kits

CITY OF COLUMBUS WATER

Job Location: Columbus, NE

Bid Date: 05/22/2019 07:00 a.m.

Core & Main 942650

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	5	B84B 5-1/4VO HYD 6'0"B 6MJ 3W O/L LEASS ACC AFC RED	EA	1,970.53	9,852.65
20	2	5-1/4VO HYD EXT KIT 6" B84B	EA	154.27	308.54
30	2	5-1/4VO HYD EXT KIT 12" B84B	EA	179.72	359.44
40	2	5-1/4VO HYD EXT KIT 18" B84B	EA	205.16	410.32
50	2	AFC HYD REPAIR KIT B84B 5-1/4 AMERICAN DARLING HYD	EA	187.35	374.70
				SUBTOTAL	11,305.65
				Sub Total	11,305.65
				Tax	0.00
				Total	11,305.65

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/>



Municipal Supply, Inc.

Municipal, Contractors & Industrial Supplies
 21644 William Circle Gretna, NE 68028
 402-408-0500 1-844-417-7370
 FAX 402-408-0499

QUOTATION

Quoted to: City of Columbus Date: 5-24-19
4528 19 Street Job Name: Hydrant Quote
 Fax: Columbus, NE 68602 Location: Columbus, NE
 Attention: Jake Wacha F.O.B. JOBSITE

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
5	A423-6 Mueller 5 1/4" 3-way 6' bury 6" MJ Shoe Super Centurion Hydrant L/Acco	1,909.84	9,549.20
Any	6630.00 6" MJ Gland Pack	11.29 each	
2	5 1/4" X 0'6" Mueller Centurion Hydrant Extension Kit * Mueller *	338.17	676.34
2	5 1/4" X 1'0" Mueller Centurion Hydrant Extension Kit * Mueller *	396.94	793.88
2	5 1/4" X 1'6" Mueller Centurion Hydrant Extension Kit * Mueller *	449.47	898.94
2	5 1/4" Mueller Centurion Traffic Repair Kit * Mueller *	155.35	310.70
		TOTAL:	\$12,229.06
Please let us know if we can be of service to you.			
Thanks,			

AUTHORIZED BY: [Signature]
 402-430-4989



Utility Equipment Company

9100 S 96TH ST
LA VISTA, NE 68128
PHONE: 402-331-8270

QUOTATION

Bid Date: 05/21/2019 05:00 PM
Quote: 12038
Quote By: WADE GARREN
Page: 1

JAKE WACHA
CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NE 68601

COPY

Project: CITY OF COLUMBUS HYDRANTS
Location: COLUMBUS, NE
Engineer:
Engineer Phone:

LINE#	BID ITEM#	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		5	EA	6"0" KENNEDY K-81D HYD., 3 WAY 5 1/4 V.O., 1 1/2" PENT, NST, O/L, RED, 6" MJ SHOE L/ACC	1,934.30	9,671.50
2		2	EA	KENNEDY 6" K-8150 HYD. EXT	424.45	848.90
3		2	EA	KENNEDY 1'0" K-8150 HYD. EXT	495.65	991.30
4		2	EA	KENNEDY 1'6" K-8150 HYD. EXT	562.52	1,125.04
5		2	EA	5-1/4" COLLISION REPAIR KIT FOR KENNEDY HYDRANT PART # K-8149	186.00	372.00

13,008.74

TERMS AND CONDITIONS

Prices quoted herein are firm for orders placed within 15 days and shipped within 30 days, except as specifically mentioned herein. Pricing is subject to the manufacturer's terms of escalation and stock availability. UECO warranties up to the level of the manufacturer's warranty. Sales tax is not included. All quotes are subject to our acceptance. Our quotations are a service and not a guaranteed bill of material. Quantities, sizes and specifications are not guaranteed and should be carefully checked. Field verify all existing mains prior to ordering tapping sleeves, line stop fittings, and valve insertions. Terms are net 30 days. Any non-stock items could incur possible freight charges. Special order material is non-returnable.

RESOLUTION NO. R19- 111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING REQUEST OF COLUMBUS AREA ARTS COUNCIL TO USE THE COLUMBUS PUBLIC LIBRARY AT 2504 14 STREET, COLUMBUS, NEBRASKA, TO SERVE ALCOHOL ON THURSDAY, AUGUST 22, 2019, FROM 6:30 P.M. TO 8:30 P.M. FOR A RECEPTION.

WHEREAS, the City Code of the City of Columbus provides that alcohol may be served in the Columbus Public Library by resolution of the City Council; and,

WHEREAS, the Columbus Area Arts Council has requested permission to use the Columbus Public Library at 2504 14 Street to serve alcohol on Thursday, August 22, 2019, from 6:30 p.m. to 8:30 p.m. for a reception.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that use of alcohol in the Columbus Public Library be permitted in accord with provisions of the Columbus City Code for a reception to be held on August 22, 2019, from 6:30 p.m. to 8:30 p.m.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

July 2, 2019

Columbus Arts Council
2504 14th St.
Columbus, NE 68601

To the Mayor and City Council,

The Columbus Arts Council would like to request the Council to adopt a resolution to allow alcohol to be served at the Columbus Art Gallery Membership party scheduled for August 22nd from 6:60pm to 8:30pm. We would like to have a nice upscale event to thank our members for their continued support. We have done this several times in the past, but it has been a few years since our last event.

Thank you for your consideration, and if you have any questions, please feel free to contact me at 402-563-1016.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Sorensen', with a long, sweeping horizontal line extending to the right.

Steve Sorensen
Executive Director
Columbus Arts Council



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES S. SHERER CHIEF OF POLICE 

DATE: JULY 9, 2019

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
COLUMBUS AREA ARTS COUNCIL
2504 14TH STREET
COLUMBUS, NEBRASKA
STEVE SORENSEN, SUPERVISOR

This application for special designated license is for the purpose of serving beer, wine, and distilled spirits to attendees of a membership party for the Columbus Area Arts Council on August 22, 2019 from 6:30 P.M until 8:30 P.M. This will be located at the Columbus Library at 2504 14th Street. This event will be supervised by Steve Sorensen. It will be in a room that is 50 foot by 30 foot. I spoke to Mr. Sorensen about this. No minors are expected to attend the event, and they will be checking identification at the door for anyone that might be of question. Mr. Sorensen indicated that they rarely have minors at these events, and they only inviting certain individuals to this, and no minors are on the guest list. It is not open to the general public. He stated that only arts council members will be serving alcohol, and so no one under 19 will be doing so.

This report will serve as notice that local law enforcement has been informed in advance of this event. I do not feel that this license should be granted due to the fact that this would allow alcohol to be sold and consumed on city owned property.

FILED

JUL 01 2019

CITY CLERK
COLUMBUS, NEBR.

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

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

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

2504 14TH ST., COLUMBUS, NE 68601
Retail Liquor License Address or Non-Profit Business Address

47-0654371
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 8/22/19

Event Start Time(s): 6:30 PM

Event End Time(s): 8:30 PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: COLUMBUS PUBLIC LIBRARY, ART GALLERY

Event Street Address/City: 2504 14TH ST., COLUMBUS, NE 68601

Indoor area to be licensed in length & width: 50' X 30'

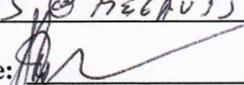
Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: MEMBERSHIP PARTY Estimate # of attendees: 300 INVITEES

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

Event Contact Name: STEVE SORENSEN Event Contact Phone Number: 402-563-1016

Event Contact Email: ~~ABTS~~ @MEGAUSSION.COM

*Signature Authorized Representative:  Printed Name STEVE SORENSEN

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

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

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

Local Governing Body completes below:

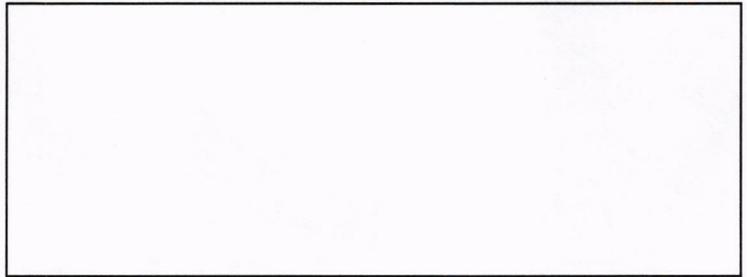
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

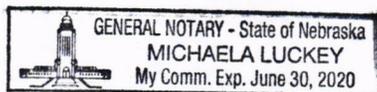
COLUMBUS AREA ARTS COUNCIL
NAME OF CORPORATION

47-0654371
FEDERAL ID NUMBER

[Signature]
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 30th DAY OF May, 2019.



Michaela Luckey
NOTARY PUBLIC SIGNATURE & SEAL

RESOLUTION NO. R19- 112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO OBRIST & COMPANY, INC., IN THE AMOUNT OF \$320,492 FOR SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63. (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY).

WHEREAS, the City of Columbus received bids for Sewer Extension District No. 45 and Water Extension District No. 63 on June 25, 2019, with Obrist & Company, Inc. submitting the lowest bid of \$320,492 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Obrist & Company, Inc. in the amount of \$320,492 for the Sewer Extension District No. 45 and Water Extension District No. 63 be accepted and the Mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 9, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #45 and WED #63
48th Avenue from 42nd Street to Lost Creek Parkway

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Obrist & Company in the amount of \$320,492.00 for the Base Bid. One bid was received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$550,000.

DISCUSSION:

Creation of SED #45 and WED #63 was formed by Ordinance 19-12. SED construction includes extension of 12-inch sanitary sewer main, manholes, street undercrossings, dewatering, bypass pumping, and related work. WED construction includes extension of 18-inch water main, fire hydrants, fittings, dewatering, and related work. The extensions are in accordance with the Comprehensive Plan and the 2 and 10 Year Utility Plan.

Start date is October 1, 2019, with substantial completion by December 25, 2019, and final completion May 2020.

Design and Construction Observation by the Engineering Department.

FISCAL IMPACT:

2018-2019 budget CIP 19-222A (SED) and 19-247A (WED) in the combined amount of \$670,000 which includes other project costs including consulting engineering (done by Engineering Department and not a consultant).

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

CITY OF COLUMBUS

BID TABULATION

SED #45, WED #63 42nd STREET TO LOST CREEK PARKWAY: JULY 9, 2019 2:00 P.M.

			Contractor: Obrist & Company, Inc. 5020 Howard Blvd., PO 581 Columbus, NE 68601 Bid Bond: X	Contractor: Bid Bond	Contractor: Bid Bond
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Total Cost		\$320,492.00		
	Calendar Days				
Construction Start Date:			October 1, 2019		
Substantial Completion Date:			December 25, 2019		
Final Completion Date:			May 2020		

The City of **Columbus**
NEBRASKA

SED #45 & WED #63



SITE LOCATION

RESOLUTION NO. R19- 113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE BID FROM VLR CONSTRUCTION DBA RATHMAN-MANNING CONSTRUCTION, IN THE AMOUNT OF \$575,438.55, FOR THE SNOW REMOVAL EQUIPMENT (SRE) BUILDING (AIP PROJECT NO. 3-31-0019-008,) A COPY OF THE BID TABULATION IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City has been working with the Nebraska Department of Transportation's Division of Aeronautics concerning a snow removal equipment building located at the Columbus Municipal Airport, and that project is referred to as AIP Project No. 3-31-0019-008; and

WHEREAS, bids for the project have now been received with VLR Construction dba Rathman-Manning Construction being the lowest bidder in the amount of \$575,438.55, a copy of the bid tabulation is hereto attached and incorporated by this reference; and

WHEREAS, the city desires to select the bid off VLR Construction dba Rathman-Manning Construction for this project; and

WHEREAS, Contracts for this project will not be entered into until the Federal Airport Administration has concurred and Federal authorization is received.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the bid of VLR Construction dba Rathman-Manning Construction, in the amount of \$575,438.55, for the Snow Removal Equipment (SRE) Building (AIP Project No. 3-31-0019-008), a copy of the bid tabulation is a hereto attached and incorporated herein by this reference, is hereby approved; and, the Mayor is authorized, directed, and empowered to execute the contract(s) with the above mentioned Contractor(s) for the above mentioned work 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Snow Removal Equipment (SRE) Building
AIP Project No. 3-31-0019-008

RECOMMENDATION:

I recommend approval of the Resolution approving of the low bidder, VRL Construction dba Rathman-Manning Construction; and approval of the bid construction cost of \$575,438.55 for the above referenced project. Kirkham Michael & Associates estimate of probable construction cost was \$669,615. Contracts will not be entered into until the Federal Airport Administration has concurred and Federal authorization is received.

DISCUSSION:

Attached is recommendation correspondence from Kirkham Michael & Associates, and concurrence of award correspondence from the Nebraska Department of Transportation Division of Aeronautics. Five bid were received and the bid tabulation is part of the KMA packet. The required Disadvantage Enterprise participation is 1.43 percent.

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

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

FISCAL IMPACT:

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

ALTERNATIVE:

Do not approve which will eliminate the Federal funding.

SIGNATURE:

By: _____

Richard J. Bogus

Approved By: _____

Tara Vasicek



SRE BUILDING LOCATION – SITE BEFORE CONSTRUCTION



SRE BUILDING LOCATION – SITE WITH SIMULATED BUILDING

June 17, 2019

Richard J. Bogus, P.E.
City of Columbus Engineer
2424 14th Street
Columbus, NE 68602-1677

RE: Snow Removal Equipment (SRE) Building
AIP Project No. 3-31-0019-008
KM-1902240

Dear Mr. Bogus:

On June 17, 2019 four bids were received for the referenced project at the Columbus Municipal Airport. All bidders were qualified to submit a bid proposal within the requirements of the project specification and bid documents. All proposals were reviewed and evaluated including unit price extensions. The bid tabulation is attached. A summary of the Bid Results and the required information are provided below:

Bid Results

Bidder	Total Base Bid
Engineers Estimate	\$669,615.00
VRL Construction dba, Rathman-Manning Construction	\$575,438.55
B-D Construction, Inc.	\$770,005.00
Hackel Construction	\$806,057.98
Bierman Contracting, Inc.	\$1,058,771.44

There was one addend to the bid documents.

Bidders submitted a 5% bid bond guarantee or certified check

All proposals were executed by an officer of the Company and an attest to their signatures were included.

All proposals listed zero additional insured cost.

A pre-bid meeting was not held for this project.

All bidders are pre-qualified.

The bidders are not on the debarment list through the SAM registrar.

Buy American:

Rathman-Manning indicated in the buy American Certification form that they will comply with Title 49 U.S.C. Section 50101 for this project. A waiver was not requested.

Tentative List of Subcontractors:

Rathman-Manning's list of tentative subcontractors is attached.

Disadvantaged Business Enterprise (DBE) Participation:

The DBE goal established for this project by the sponsor is 1.43%. Each bidder is committed to the goal as a minimum. The Nebraska Department of Transportation maintains a list of DBE companies, the portion of that list showing Central Nebraska Industries Inc. is attached.



Tabulated Results:

Bidder	Anticipated DBE Utilization
Goal	1.43%
VRL Construction dba, Rathman-Manning Construction	1.43%
B-D Construction, Inc.	0.00%
Hackel Construction	0.22%
Bierman Contracting, Inc.	0.00%

Recommendation for Award:

In accordance with the project specifications and contract documents, it is Kirkham Michael's recommendation to award the contract to Rathman-Manning, 851 H Rd, Chapman, Nebraska 68827 on their bid proposal for the base bid of \$575,438.55 as the lowest responsive bidder.

Please note that NDOT/FAA must concur in the award to Rathman-Manning before notification of award can be issued. The Sponsor shall not enter into a contract with Rathman-Manning until Federal authorization is received.

If you have any questions or need any additional information, please contact us at 402.858.8852.

Sincerely

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Eric Johnson
Project Manager

EWJ/PM

Enclosure: Plan Holder List
Notice to Contractors
Bid Tabulation
Buy American Form
Rathman-Manning Proposal Form
List of Subcontractors
DBE Letter of Intent
Bid Bonds (Certified Check)
DBE Certification

Cc w/enclosures Rob Garber-Kirkham Michael
Donald W. Harper-FAA
Anna Lannin-NDOT
Kai Chin-NDOT

Plan Holder Report as of 06/17/2019 07:58:28 AM CDT**Kirkham Michael**

Snow Removal Equipment (SRE) Building (eBidDoc #6380898)

Contact: Susan Beauchamp

Phone: 402-477-4240

E-mail: sbeauchamp@kirkham.com

Bid Date: 06/17/2019 11:00 AM CDT

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
B-D Construction Inc. 2154 E. 32nd Ave. Columbus, NE 68601	Bryan or Chris Phone: 402-564-1225 Fax: Email: bdmail@bdconstructioninc.com	Prime Bidder		06/03/2019	eBidDoc	
Bierman Contracting, Inc. PO Box 1887 2560 East 29th Avenue Columbus, NE 68602	Matt Heavican Phone: 402-564-4749 Fax: 402-564-4658 Email: matt.heavican@bierman-inc.com	Prime Bidder		06/06/2019	eBidDoc	
VRL DBA L&L Construction 4060 E US HWY 30 Grand Island, NE 68801	Austin Schindler Phone: 308-381-2004 Fax: 308-381-0234 Email: llc2682@cccusa.net	Subcontractor		06/06/2019	eBidDoc	
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	Eric Mills Phone: 800-364-2059 Fax: 866-570-8187 Email: content@constructconnect.com	Plan Room		06/06/2019	eBidDoc	
Dodge Data & Analytics 4300 Beltway Place Suite 150 Arlington, TX 76018	Melanie Yancey Phone: 800-393-6343 Fax: 8176087129 Email: dodge.docs@construction.com	Plan Room		06/07/2019	eBidDoc	
Hackel Construction, Inc 47407 808th RD Ord, NE 68862	Tanner Hackel Phone: 3087281222 Fax: 308-728-1222 Email: tanner@hackelconstructioninc.com	Prime Bidder		06/10/2019	eBidDoc	

BID TABULATION

PROJECT:
Columbus Municipal Airport
Snow Removal Equipment (SRE) Building
FAA AIP No. 3-31-0041-008

ENGINEER:
Kirkham Michael
5621 NW 1st Street, Suite 400
Lincoln, Nebraska 68508

KM PROJECT NO.:
1902240

DATE OF BID OPENING: 6/17/2019 11am

Description	Quantities	Units	Engineer's Estimate DBE=1.43%		Rathman-Manning Construction DBE=1.43		Hackel Construction DBE= 0.22		B-D Construction, Inc. DBE=0		Bierman Contracting, Inc. DBE=0	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID (Items 1 thru 11)												
1 Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 13,970.00	\$ 13,970.00	\$ 73,322.00	\$ 73,322.00	\$ 20,000.00	\$ 20,000.00	\$ 24,947.00	\$ 24,947.00
2 Existing Pavement Removal (Full Depth)	272	SY	\$ 10.00	\$ 2,720.00	\$ 8.14	\$ 2,214.08	\$ 19.53	\$ 5,312.16	\$ 10.00	\$ 2,720.00	\$ 9.81	\$ 2,668.32
3 Embankment (Established Quantity)	353	CY	\$ 15.00	\$ 5,295.00	\$ 5.49	\$ 1,937.97	\$ 42.94	\$ 15,157.82	\$ 25.00	\$ 8,825.00	\$ 15.44	\$ 5,450.32
4 Over Excavation	500	CY	\$ 15.00	\$ 7,500.00	\$ 5.49	\$ 2,745.00	\$ 6.36	\$ 3,180.00	\$ 5.00	\$ 2,500.00	\$ 6.54	\$ 3,270.00
5 12-Inch Compacted Subgrade	830	SY	\$ 8.00	\$ 6,640.00	\$ 6.33	\$ 5,253.90	\$ 5.60	\$ 4,648.00	\$ 2.00	\$ 1,660.00	\$ 5.45	\$ 4,523.50
6 6-Inch Crushed Aggregate Base Course	830	SY	\$ 20.00	\$ 16,600.00	\$ 29.22	\$ 24,252.60	\$ 10.92	\$ 9,063.60	\$ 8.00	\$ 6,640.00	\$ 10.63	\$ 8,822.90
7 6-Inch P.C.C. (NDOT 47B 4400 Concrete Mix)	760	SY	\$ 68.00	\$ 51,680.00	\$ 41.63	\$ 31,638.80	\$ 134.00	\$ 101,840.00	\$ 50.00	\$ 38,000.00	\$ 68.98	\$ 52,424.80
8 Seeding	0.5	AC	\$ 1,200.00	\$ 600.00	\$ 2,750.00	\$ 1,375.00	\$ 9,540.00	\$ 4,770.00	\$ 5,000.00	\$ 2,500.00	\$ 2,726.00	\$ 1,363.00
9 Mulching	0.5	AC	\$ 5,000.00	\$ 2,500.00	\$ 2,750.00	\$ 1,375.00	\$ 6,540.00	\$ 3,270.00	\$ 2,000.00	\$ 1,000.00	\$ 2,726.00	\$ 1,363.00
10 Silt Sock	360	AC	\$ 3.00	\$ 1,080.00	\$ 4.95	\$ 1,782.00	\$ 3.34	\$ 1,202.40	\$ 6.00	\$ 2,160.00	\$ 9.81	\$ 3,531.60
11 SRE Building, Complete	1	LS	\$ 540,000.00	\$ 540,000.00	\$ 488,894.20	\$ 488,894.20	\$ 584,292.00	\$ 584,292.00	\$ 684,000.00	\$ 684,000.00	\$ 950,407.00	\$ 950,407.00
Total Base Bid (Items 1 thru 11)			\$669,615.00		\$575,438.55		\$806,057.98		\$770,005.00		\$1,058,771.44	

The Project was advertised for three weeks in the Columbus Telegram, 5/31, 6/7, and 6/14

BUY AMERICAN CERTIFICATION FORM FOR TOTAL FACILITY

(Building projects such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- The Bidder or Offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<p>06/13/19 <hr/> Date</p> <p>Rathman - Manning Construction <hr/> Company Name</p>	<p><i>R. Manning</i> <hr/> Signature</p> <p>Owner <hr/> Title</p>
---	---

PROPOSAL FORM

City of Columbus
Columbus, Nebraska
AIP Project No.: 3-31-0019-013

TO: City of Columbus
Columbus, Nebraska

The undersigned, in compliance with the request for bids for construction of the following Project:

Columbus Municipal Airport (OLU); Columbus, Nebraska
AIP No. 3-31-0019-013
Snow Removal Equipment (SRE) Building

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID SCHEDULE

Bid Item	Specification Reference and Item Description	Quantity	Unit	Unit Price	Extension
1	105 Mobilization and Site Preparation	1	LS	\$13,970.00	\$13,970.00
written:					
2	P-101 Existing Pavement Removal (Full Depth)	272	SY	\$8.14	\$2,214.08
written:					
3	P-152 Embankment (Established Quantity)	353	CY	\$5.49	\$1,937.97
written:					
4	P-152 Over Excavation	500	CY	\$5.49	\$2,745.00
written:					
5	P-152 12-Inch Compacted Subgrade	830	SY	\$6.33	\$5,253.90
written:					
6	P-208 6-Inch Crushed Aggregate Base Course	830	SY	\$29.22	\$24,252.60
written:					
7	Section 1002 6-Inch P.C.C. (NDOT 47B 4400 Concrete Mix)	760	SY	\$41.63	\$31,638.80
written:					
8	T-901 Seeding	0.5	AC	\$2700.00	\$1375.00
written:					
9	P-908 Mulching	0.5	AC	\$2750.00	\$1375.00
written:					
10	P-156 Silt Sock	360	LF	\$4.95	\$1782.00
written:					
11	SRE Building, Complete	1	LS	\$488,894.20	\$488,894.20
written:					

TOTAL BID SCHEDULE (Numeral Format)..... \$ 575,438 .55

TOTAL BID SCHEDULE (Written Format): five hundred and seventy-five thousand and four hundred and thirty-eight dollars and fifty-five cents

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 calendar days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **75** working days from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,200 per Calendar/Working day** as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **1.43** percent for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent"
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- l. The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb. Rev. Stat. § 73-104, (reissue 2003), in the pursuit of their business and in the execution of the contract pursuant to this bid.

- m. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 2. Has 50 or more employees.
 3. Is a prime contractor or first tier subcontractor.
 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

n. The undersigned acknowledges receipt of the following addenda:

Addendum Number <u>9</u> dated <u>06/13/19</u>	Received <u>06/13/19</u>
Addendum Number <u> </u> dated <u> / / </u>	Received <u> </u>
Addendum Number <u> </u> dated <u> / / </u>	Received <u> </u>

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification:** (49 CFR Part 30)
The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)
The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- e. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a condition of bid responsiveness, the bidder must how it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.
- f. **Lobbying and Influencing Federal Employees:**
The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- g. **Additional Insured.** If there is an additional charge for the insurance for naming the City of Columbus and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Columbus and the Engineer as an additional insured. \$ _____.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Certified Check;
2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Buy American Certification
6. List of Sub-Contractors.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: VRL Construction LLC DBA Rethum

By: [Signature]
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: Robert Dwyer President

Business Address: 851 H Rd
Chapman NE 68827

Telephone Number: 308-380-1890

(CORPORATE SEAL)

ATTEST:

By: [Signature]
(Authorized Signature)

Name and Title: Deb Hooker Office Manager

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

LIST OF SUBCONTRACTORS

AIP Project: 3-31-0019-13

Airport: Columbus Municipal

Location: Columbus, Nebraska

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>Calushe Electric</u>	<u>Electric</u>	<u>65,725.00</u>
2. <u>NE HEATE AIR</u>	<u>HVAC</u>	<u>36,164.00</u>
3. <u>C & L Concrete</u>	<u>Concrete</u>	<u>148,996.00</u>
4. <u>Central Nebraska Industries</u>	<u>Seeding, mulching, siltsocks, supply</u>	<u>11,091.80</u>
5. <u>RT Plumbing</u>	<u>Plumbing</u>	<u>62,700.00</u>
6. <u>L & R Land & Tree</u>	<u>Site work</u>	<u>46,200.00</u>
7. <u>American Fence Company</u>	<u>Fence/gate</u>	<u>6,036.00</u>
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED _____

COMPANY R. Leo Dwyer

BY President

DATE 06/17/19

R. Leo Dwyer
(Printed name)

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Rathman - Manning Construction
 Address: 851 H Rd.
 City: Chapman State: NE Zip: 68827

DBE Firm: DBE Firm: Central Nebraska Industries, Inc.
 Address: 7701 Pacific St
 City: Omaha State: NE Zip: 68114

DBE Contact Person: Name: Steve Gellucci Phone: (402) 999-6391

DBE Certifying Agency: NDOT Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Seeding	Seeding	1375.00	1375.00
Mulching	Mulching	1375.00	1375.00
Silt sock	silt sock	1782.00	1782.00
Supplier	Reinforcement for concrete	6,539.80	6,539.80

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 11,091.80 Percent of total contract: 1.91 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] Owner/President
 (Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXCLUSIVE JANITORIAL& FINAL CLEANING SERV. LLC DBA CB CONST.

3223 N 45TH ST STE 312

OMAHA, NE 68104

CARVORGGIO BROWN

PHONE: (402)740-4529 FAX: (402)933-0697

4700

NDOT WORK CODES: D13, D3, D5, D7A, D8A, D8E

NAICS WORK CODES:

236210

237310

237990

238910

561730

561720

DBE

CENTREX ELECTRICAL SUPPLY, INC.

3900 WASHINGTON AVE

ST. LOUIS, MO 63108

WILBER STUART II

PHONE: (314)535-3900 FAX: (314)535-4206

3813

NDOT WORK CODES: D16, D17

NAICS WORK CODES:

423610

DBE

Central Nebraska Industries, LLC

7701 Pacific St, Ste 318

Omaha, NE 68114

Steve Gallucci

PHONE: (402)999-6391 FAX:

6B40

NDOT WORK CODES: D15, D17

NAICS WORK CODES:

236220 - Construction management and planning services.

236210 - Construction management and planning services.

236116 - Construction management and planning services.

238110 - Construction management and planning services.

238120 - Construction management and planning services.

425120 - Durable and nondurable goods.

DBE



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

June 21, 2019

Mr. Russell Gasper, P.E.
Project Management, Division Manager
Nebraska Department of Transportation Division of Aeronautics
3431 Aviation Rd, Suite 150
Lincoln, NE 68501

Re: Columbus Municipal Airport (OLU); Columbus, NE
AIP No. 3-31-0019-013
Construct Snow Removal Equipment Building (<6000SF)

Subject: Concurrence in Award

Dear Mr. Gasper:

Concurrence in Award of Construction Contract

We concur in the award of the contract to Rathman-Manning Construction for \$575,438.55 for the development proposed by this project. Be advised that our concurrence represents a determination for eligibility of costs and should not be construed as a commitment of Federal funds.

What you need to do now

After award of the contract and the Congressional release please schedule the Preconstruction Conference. Be sure to invite, as appropriate, your local FAA System Support Center (SSC) technician(s), and FAA Air Traffic Organization (ATO) representative(s). Provide at least 10 days advance notice of the meeting's date and an advance copy of the agenda to all attendees and my attention.

What we will do next

We will authorize you to issue the Notice to Proceed (NTP) after the following documents have been submitted to my attention:

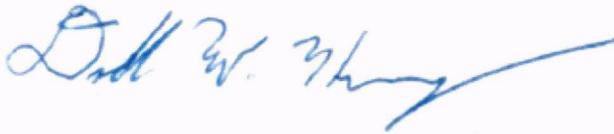
- Executed Grant Agreement,
- Executed Construction Contract and Performance and Payment Bonds,
- Issued for Construction Plans and Specifications
- Preconstruction Conference Minutes.

Page 2 of 2
Concurrence In Award
OLU 013

Questions

If you have any questions, please contact me at (816) 329-2599 or donald.w.harper@faa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donald W. Harper", with a long horizontal flourish extending to the right.

Donald W. Harper
Airport Engineer

cc: Eric Johnson, Kirkham Michael

Bogus, Richard

From: Lannin, Anna <anna.lannin@nebraska.gov>
Sent: Friday, June 21, 2019 1:24 PM
To: Bogus, Richard
Cc: Chin, Kai; Eric Johnson (ejohnson@kirkham.com); Tiffany Thompson (tthompson@kirkham.com)
Subject: FW: Columbus Airport SRE building recommendation of award for construction 3-31-0019-008

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Rick,

The draft Summary of Project cost estimates a project cost of \$766,222 with an AIP grant of \$689,600. The City currently has \$600,000 of non-primary entitlement to fund the AIP grant. Since the Reauthorization was signed last year, we are able to request multi-year grants. We will ask the FAA to include \$89,600 of FY2020 entitlement in the grant to fully fund the project. Please note that the FY2020 entitlement will not be available until it has been appropriated, sometime in 2020. The City should plan to cover the project costs above \$600,000 until the 2020 funds are available.

Please let me know if you have any questions.

Anna Lannin, P.E.
*Planning and Programming
Aeronautics Division*

Nebraska Department of Transportation
OFFICE 402-471-2371
anna.lannin@nebraska.gov
dot.nebraska.gov | [Twitter](#)

From: Gasper, Russ <russ.gasper@nebraska.gov>
Sent: Friday, June 21, 2019 11:31 AM
To: Eric Johnson <ejohnson@kirkham.com>; rick.bogus (rick.bogus@columbusne.us) <rick.bogus@columbusne.us>
Cc: Donald.W.Harper@faa.gov; Chin, Kai <Kai.Chin@nebraska.gov>; Lannin, Anna <anna.lannin@nebraska.gov>; Rob Garber <rgarber@kirkham.com>; Tiffany Thompson <tthompson@kirkham.com>; Robert McClung <rmcclung@kirkham.com>; Beauchamp, Susan <sbeauchamp@kirkham.com>
Subject: RE: Columbus Airport SRE building recommendation of award for construction 3-31-0019-008

Rick:
NDOT will need meeting minutes or other documentation indicating the City intends to award to the low bidder.

Kai:
Upon receipt of Columbus' documentation, please prepare the NDOT concurrence in award packet and forward to FAA with the cost summary for issuance of the grant.

Thanks Russ

Russell F. Gasper, P.E.

Manager Project Management
Aeronautics Division

Nebraska Department of Transportation

OFFICE 402-471-2371

russ.gasper@nebraska.gov

dot.nebraska.gov | [Twitter](#)



From: Eric Johnson <ejohnson@kirkham.com>

Sent: Friday, June 21, 2019 11:01 AM

To: rick.bogus (rick.bogus@columbusne.us) <rick.bogus@columbusne.us>

Cc: Donald.W.Harper@faa.gov; Gasper, Russ <russ.gasper@nebraska.gov>; Chin, Kai <Kai.Chin@nebraska.gov>; Lannin, Anna <anna.lannin@nebraska.gov>; Rob Garber <rgarber@kirkham.com>; Tiffany Thompson <tthompson@kirkham.com>; Robert McClung <rmclung@kirkham.com>; Beauchamp, Susan <sbeauchamp@kirkham.com>

Subject: Columbus Airport SRE building recommendation of award for construction 3-31-0019-008

Good morning Rick.

Attached is the recommendation of award and, other required documentation pertaining to the above referenced subject.

Please let me know any questions.

Thanks,

Eric Johnson
Vice President

402-858-8852 **phone**

402-430-3102 **cell**

402-477-4268 **fax**

ejohnson@kirkham.com

Iowa • Kansas • Nebraska

<http://www.kirkham.com>

RESOLUTION NO. R19-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH EMS BILLING SERVICES, INC., FOR BILLING AND COLLECTION SERVICES REGARDING ABMULANCE SERVICES, 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 OR IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus provides ambulance services to its residents and in other situations when required by contract; and

WHEREAS, EMS Billing Services Inc. is a business entity who can provide billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, the City and EMS Billing desire to enter into an agreement wherein EMS Billing will provided billing and collection services to the City for its ambulance services for ten percent (10%) of what is actually collected, a copy of said Agreement is attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement with EMS Billing Services, Inc., for billing and collection services regarding ambulances services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: July 10, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: Contract to provide EMS Billing Service

RECOMMENDATION:

Approve the contract with EMS Billing Services Inc.

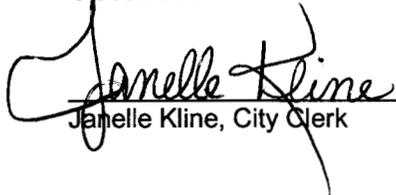
DISCUSSION:

The City Council authorized the advertisement of a request for proposals for EMS & Fire Billing Services. There were three proposals received and reviewed by the selection committee. The selection committee included two city council members, the City Finance Director, City Clerk, Fire Chief and City Administrator. The selection committee ranked EMS Billing Services Inc. as the most qualified to provide the billing services.

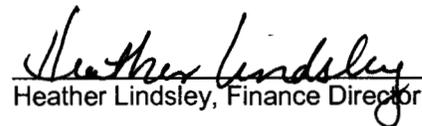
FISCAL IMPACT:

Ten Percent (10%) of the revenue collected by the billing service.

CONCURRENCE:



Janelle Kline, City Clerk



Heather Lindsley, Finance Director



July 10, 2019

City of Columbus Ambulance

Welcome to EMS Billing Services, Inc.® Our knowledgeable and experienced team members are excited to partner with you and help strengthen your service's financial health. This packet is the first in the two-part enrollment process. Complete and return the enclosed forms to our mailing address so we can begin creating your client file and send you the second packet. Please ensure the information you provide is current and accurate. **BLUE INK** must be used for all signatures. Send us the forms and other requested items as soon as you complete them.

We must receive two documents from you as soon as possible – a signed EMS Billing Services, Inc.® contract, and a copy of your IRS 147c letter **or** IRS Form CP 575.

The contract is enclosed for your review. Complete the contract using **BLUE INK**. Provide the appropriate dates on the first page. On the last page, sign and date the contract and add signer's contact information. Send the signed contract within the next two (2) weeks to the address below:

EMS Billing Services, Inc.®
ATTN: Enrollment
PO Box 641880
Omaha, NE 68164

The IRS 147c letter (or IRS Form CP 575) is the cornerstone upon which we build your enrollment. We must know your exact tax ID name as specified on the IRS document. Send the IRS letter or form via FAX (888-506-4589) or mail to the address above. (If you cannot find your IRS letter or form, contact the IRS at 800-829-0115 and request a 147c letter immediately.)

Your tax number must be active for you to receive insurance company payments. Please contact the IRS at 800-829-0115 to verify that your billing tax ID number is active. If your tax number has been inactivated, you must apply for a new Medicare provider number in order to start your enrollment process with us.

For your convenience, a contact information for EMS Billing Services, Inc.® staff members is included. **Please do not hesitate to contact us**; we are available to answer any questions and assist you in completing the forms.

Upon receipt of your signed contract and IRS letter or form, we will mail the second enrollment packet to you. It contains the remaining forms we need to finalize your client enrollment. Please complete and return within two (2) weeks.

We look forward to a long term, mutually beneficial relationship!

Sincerely,

Leslie L Vaughn, Jr., CEO

Enclosures: Client contract
Enrollment Packet 1 (see Document Checklist)
EMS Billing Services, Inc.® Contact List

DRAFT
CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION
AND
EMS BILLING SERVICES, INC.

THIS AGREEMENT is entered into and effective this ____ day of _____, 2019, (“Agreement”) by and between EMS Billing Services, Inc., hereinafter referred to as “EMS Billing”, and City of Columbus, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as “MEDICAL SERVICE PROVIDER.”

WHEREAS, EMS Billing is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, MEDICAL SERVICE PROVIDER is a public and/or private provider of rescue squad and ambulance services in the area commonly known as City of Columbus; and

WHEREAS, MEDICAL SERVICE PROVIDER is compensated for its ambulance and rescue squad services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, MEDICAL SERVICE PROVIDER desires to engage and retain the billing services of EMS Billing:

THEREFORE, it is agreed, in consideration of the mutual promises, covenants, and conditions set forth herein as follows:

1. **TERM OF AGREEMENT.** EMS Billing shall provide to MEDICAL SERVICE PROVIDER billing services as set forth in detail below, commencing the ____ day of _____, 2019, and continue for a period of three (3) years (“Term”) with the option to renew at the discretion of the MEDICAL SERVICE PROVIDER for an additional two, three year, terms, or until terminated as provided in paragraph 7 hereof.
2. **BILLING SERVICES TO BE PROVIDED.** EMS Billing will provide the following billing services as authorized agent for MEDICAL SERVICE PROVIDER as follows:
 - A. Verify MEDICAL SERVICE PROVIDER has provided all necessary and current documentation on each transport to be able to bill the transport charges;
 - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public and private health insurance, Medicare, Medicaid, automobile liability carriers, workers’ compensation carriers, and homeowner insurance carriers;
 - C. Provide all appropriate HCPCS, ICD10 and condition codes (symptoms/diagnosis codes);
 - D. Prepare and mail invoices to private patients. All electronic claims will be submitted in 837-P format and paper claims on a CMS-1500 form to public and/or private insurance carriers or other responsible party;
 - E. Provide to patients, billing statements reflecting their account balance;
 - F. Coordinate, correspond, and reply to all inquiries from private patients and public and/or private insurance carriers;
 - G. Receive or obtain status reports on claim processing from all public and/or private insurance carriers;
 - H. Provide customer service access during normal business hours, weekends and holidays excluded;
 - I. Provide contract completion for participating agreements with insurance companies based upon information as provided by MEDICAL SERVICE PROVIDER; and act as authorized representative;
 - J. Provide cash posting services;
 - K. Provide to MEDICAL SERVICE PROVIDER itemized details of all debit and credit transactions as well as a year-to-date statistical summary to be provided to MEDICAL SERVICE PROVIDER no later than the 10th business day of the following month.
 - L. EMS Billing provides emergency medical billing services and may assist MEDICAL SERVICE PROVIDER. EMS Billing does not provide legal advice, tax advice, or other professional services other than those specified in items A through K above.
3. **COMPENSATION.** During the term of the agreement, MEDICAL SERVICE PROVIDER agrees to compensate EMS Billing for its billing services provided in paragraph 2 on a monthly basis in an amount equal to ten (10%) of amounts actually collected in the previous month (“Billing Fee”), such amounts include amounts collected by EMS Billing and/or MEDICAL SERVICE PROVIDER and/or any collection or recovery agency acting on behalf of MEDICAL SERVICE PROVIDER.

EMS Billing shall invoice MEDICAL SERVICE PROVIDER for its Billing Fee no later than the 10th day of the following month in which payments or insurance proceeds are received, and MEDICAL SERVICE PROVIDER agrees to pay said Billing Fee within 60 days. If unpaid Billing Fees exceed \$10,000.00 or if any Billing Fees are not paid in full within 90 days, the client account will be suspended. When an account is suspended, all monies received will be held and billing processes will be suspended. The suspension

will not be lifted until the past due Billing Fees are paid in full and the MEDICAL SERVICE PROVIDER agrees to enroll in ACH payments for the EMS Billing Fee on the 20th of each month.

EMS Billing shall not be obligated to return Billing Fees collected which are earned pursuant to this Agreement even if MEDICAL SERVICE PROVIDER is out of compliance with or in violation of local, state or federal departments, agencies, regulations or statutes.

4. MEDICAL SERVICE PROVIDER DUTIES & RESPONSIBILITIES.

- A. MEDICAL SERVICE PROVIDER is structured and operates in accordance with local, state, and federal statutes.
- B. MEDICAL SERVICE PROVIDER agrees to provide to EMS Billing the information and documents necessary to enroll and keep current or update enrollments with insurance carriers including Centers for Medicare and Medicaid Services (CMS), Medicaid, and Blue Cross.
- C. For each transport call MEDICAL SERVICE PROVIDER agrees to provide to EMS Billing the information required on the following forms: (1) a signed signature form; together with (2) the face/demographic sheet from each hospital or medical care facility to which the patient has been transported with current address and insurance information; and (3) a completed patient care report; in addition, if another service provided patient care during the transport, MEDICAL SERVICE PROVIDER shall provide the other provider's patient care report. The forms shall be mailed, faxed or ready for upload by MEDICAL SERVICE PROVIDER to EMS Billing. If additional information is required under state and federal laws, or third-party MEDICAL SERVICE PROVIDER agreements, to process billing, including but not limited to, Indian Health Services forms, Purchase Orders forms, Physician Certification Statement forms and/or authorization numbers, MEDICAL SERVICE PROVIDER shall provide such information to EMS Billing Services. In accordance with insurance reporting requirements, all transport information for the current month must be received on or before the 10th of the following month.
- D. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to EMS Billing within 60 days of the date of the report. EMS Billing shall not be obligated or responsible for discrepancies not reported in a timely manner.
- E. MEDICAL SERVICE PROVIDER is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payor.
- F. MEDICAL SERVICE PROVIDER is responsible for all fees related to obtaining and validating their insurance provider numbers to include Medicare/ Medicaid and other pertinent insurance provider numbers.
- G. NOTIFICATION OF EVENTS: MEDICAL SERVICE PROVIDER shall immediately notify EMS Billing of the following:
 - i. Ownership and/or Tax ID Change. Any change in 10% or more of its ownership and/or use of a different tax identification number.
 - ii. Business Address Change. Any change in business address including the physical address of where the ambulance is stored.
 - iii. Depository Account Change. Any change to the account where deposits are to be made for the ambulance transports.
 - iv. Personnel Change. Any changes to personnel relating to onboard the ambulance transports, leadership roles and/or the billing process.
 - v. Licensure Actions. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial finds, penalties, investigations or reports of action by federal or state officials against MEDICAL SERVICE PROVIDER or its personnel.
 - vi. Exclusion. Any threatened, proposed, or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.
 - vii. Insurance. The cancellations or modification of any of the insurance coverage MEDICAL SERVICE PROVIDER is required to have under this Agreement.
 - viii. Liquidation. The commencement of any proceeding to liquidate, windup, reorganize, or seek protection, relief, or a consolidation of MEDICAL SERVICE PROVIDER's debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

5. PAYMENT COLLECTION PROCEDURES. All claims shall be made in the name of the MEDICAL SERVICE PROVIDER and claims payments forwarded to EMS Billing. As necessary, EMS Billing will endorse all claim payments "for deposit only to MEDICAL SERVICE PROVIDER's bank" and will direct all claim payments to be deposited in MEDICAL SERVICE PROVIDER's account not less than once a month. In the event that MEDICAL SERVICE PROVIDER receives direct payment on claims processed by EMS Billing, then it will immediately notify and mail or fax such payment to EMS Billing so that the payment may be properly recorded. *If the MEDICAL SERVICE PROVIDER makes the deposit directly or receives an EFT or ACH into their bank account and does not forward payments or notification of payment to EMS Billing, EMS Billing will charge to MEDICAL SERVICE PROVIDER a \$25.00 charge per patient per claim for researching and recording each check. Failure to provide information requested by EMS Billing in order to identify the appropriate patient account and apply the funds to process claims or payments may result in a \$25.00 charge per patient per claim to MEDICAL SERVICE PROVIDER.*

6. MEDICAL SERVICE PROVIDER ACCOUNTING AND AUDITING REQUIREMENTS. If MEDICAL SERVICE PROVIDER requires EMS Billing's assistance in MEDICAL SERVICE PROVIDER's accounting or other internal audits, EMS Billing will charge MEDICAL SERVICE PROVIDER for said audit support services at its customary rates, to be established by EMS Billing

from time to time. Upon written request of MEDICAL SERVICE PROVIDER for same, EMS Billing shall furnish said rates to MEDICAL SERVICE PROVIDER in writing prior to undertaking any work pursuant to this Paragraph.

7. **TERMINATION.** Contingent upon MEDICAL SERVICE PROVIDER being in compliance with the Agreement, MEDICAL SERVICE PROVIDER shall have two, three year options to renew the Agreement. Options to renew shall be exercised in writing no less than 60 days prior to the expiration of the Term. In the MEDICAL SERVICE PROVIDER does not exercise its option to renew, EMS Billing shall provide services pursuant to paragraph 2 through the end of the Term and MEDICAL SERVICE PROVIDER shall compensate EMS Billing through the end of the Term pursuant to paragraph 3 herein.

EMS Billing retains all documents produced during the billing/payment process and those provided for billing and enrollment by the MEDICAL SERVICE PROVIDER. Upon request at termination, copies may be provided to the MEDICAL SERVICE PROVIDER for an additional fee. MEDICAL SERVICE PROVIDER will remove EMS Billing as the "Billing Agent" from its Medicare and other provider contracts effective at the end of the Term.

Collection Agency Accounts: Upon notification of termination of the Agreement, EMS Billing will cease sending accounts to the collection agency and instead issue a report to the MEDICAL SERVICE PROVIDER. On or before the 60th day of the notification period, MEDICAL SERVICE PROVIDER shall contact the collection agency and place the accounts under the name of the MEDICAL SERVICE PROVIDER and shall negotiate their rate for collections. EMS Billing will notify the collection agency of the termination of the Agreement with MEDICAL SERVICE PROVIDER effective at the end of the Term.

Upon the expiration of the Term, contingent upon MEDICAL SERVICE PROVIDER being current on payment of the Billing Fee to EMS Billing, EMS Billing will send any checks received after the Term by certified mail once per month to MEDICAL SERVICE PROVIDER.

IMMEDIATE TERMINATION BY MEDICAL SERVICE PROVIDER: MEDICAL SERVICE PROVIDER may terminate this Agreement with or without cause for any reason, at its sole discretion, by providing at least sixty (60) days written notice to EMS Billing. EMS Billing shall provide services pursuant to paragraph 2 through the termination date and MEDICAL SERVICE PROVIDER shall compensate EMS Billing through the termination date pursuant to paragraph 3 herein.

IMMEDIATE TERMINATION BY EMS BILLING: Should MEDICAL SERVICE PROVIDER fail to maintain proper licensure and compliance with local, state and federal departments, agencies, regulations and statutes, EMS Billing shall, at its sole discretion, terminate the Agreement effective upon sixty (60) days written notification to the MEDICAL SERVICE PROVIDER. EMS Billing shall provide services pursuant to paragraph 2 through the termination date and MEDICAL SERVICE PROVIDER shall compensate EMS Billing through the termination date pursuant to paragraph 3 herein.

8. **COMPLIANCE.**

- A. EMS Billing will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. MEDICAL SERVICE PROVIDER shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. MEDICAL SERVICE PROVIDER expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
- C. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
- D. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within

thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement upon 60 days written notice to the other party.

9. **INDEMNIFICATION.** MEDICAL SERVICE PROVIDER hereby agrees to indemnify and defend and hold harmless EMS Billing from and against any and all claims, demands or causes of action which may arise against EMS Billing as a result of MEDICAL SERVICE PROVIDER's failure to maintain proper licensure in compliance with local, state and federal departments, agencies, regulations and statutes. MEDICAL SERVICE PROVIDER shall further indemnify, defend (with counsel acceptable to EMS Billing) and hold harmless EMS Billing from any claims related to unauthorized disclosure or exposure of personal identifiable information or other private information caused by MEDICAL SERVICE PROVIDER, its employees, agents or administrators and for any misuse, damage to or harm cause by MEDICAL SERVICE PROVIDER as a result of its use of any software programs owned or licensed by EMS Billing to which MEDICAL SERVICE PROVIDER has been granted access. EMS Billing hereby agrees to indemnify and defend and hold harmless EMS Billing from and against any and all claims, demands or causes of action which may arise against MEDICAL SERVICE PROVIDER as a result of EMS Billing performing or neglecting to perform any of its duties and activities as set forth in this Agreement.
10. **MODIFICATION AND ASSIGNMENT.** This Agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this Agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
11. **NOTICES.** All notices and information required to be provided by either party to the other shall be in writing and transmitted to the other party via courier service or facsimile to the addresses and facsimile telephone numbers set forth under the signature of both parties to this agreement.
12. **SEVERABILITY.** If any section, portion, or clause of this Agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this Agreement and such provisions shall remain valid and enforceable against either party.
13. **CONSTRUCTION.** The terms and provisions of this Agreement shall be construed according to the laws of the State of Nebraska.

(Remainder of this page intentionally left blank.)

HIPAA BUSINESS ASSOCIATE ASSURANCES

This Business Associate Agreement (“Associate Agreement”) between City of Columbus Ambulance and EMS BILLING (“Business Associate”) is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Columbus Ambulance in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Associate Agreement shall have the same meaning as those terms defined in HIPAA and the HITECH Act.
2. **Regulatory References.** Any reference in this Associate Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Associate Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Associate Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“ePHI”), to prevent use or disclosure of PHI other than as provided for by this Associate Agreement;
3. Report to City of Columbus Ambulance any use or disclosure of PHI not provided for by this Associate Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
5. Make PHI in a designated record set available to City of Columbus Ambulance and to an individual who has a right of access in a manner that satisfies City of Columbus Ambulance’s obligations to provide access to PHI in accordance with 45 CFR §164.524;
6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the City of Columbus Ambulance pursuant to 45 CFR §164.526;
7. Maintain and make available to City of Columbus Ambulance or an individual who has a right to an accounting of disclosures as necessary to satisfy City of Columbus Ambulance’s obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of City of Columbus Ambulance’s obligations under the HIPAA Privacy Rule, Business associate shall comply with the requirements of the Privacy Rule that apply to City of Columbus Ambulance when it carries out that obligation.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of City of Columbus Ambulance, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act; and
10. If City of Columbus Ambulance is subject to the Red Flags Rule (found at 16 CFR 681.1 *et seq.*), assist City of Columbus Ambulance in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Columbus Ambulance’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Columbus Ambulance agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Columbus Ambulance of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to

mitigate any potential harm that may have occurred, and provide a report to City of Columbus Ambulance of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of City of Columbus Ambulance include uses and disclosures:

1. Necessary to perform the services that Business Associate has been engaged to perform on behalf of City of Columbus Ambulance;
2. Required by law;
3. That would not violate the Privacy Rule if done by City of Columbus Ambulance;
4. Necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the information is used or disclosed in a manner that might constitute breach of unsecured PHI.

D. Termination

1. **Termination by City of Columbus Ambulance.** City of Columbus Ambulance may terminate this Associate Agreement if City of Columbus Ambulance determines that Business Associate has violated a material term of the Associate Agreement.
2. **Termination by Either Party.** Notwithstanding any other provisions of this Associate Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations under this Associate Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Associate Agreement, if feasible.
3. **Return or Destruction of PHI.** At the termination of this Associate Agreement, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of City of Columbus Ambulance and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Associate Agreement will extend to such PHI.

Signed this ____ day of _____, 2019.

EMS BILLING SERVICES, INC.



MEDICAL SERVICE PROVIDER,

CITY OF COLUMBUS AMBULANCE

Leslie L. Vaughn, Jr., President

6907 North 102 Circle

Omaha, Nebraska 68122

Phone: (877)367-9111

Email: leslie@emsbillingservices.com

Fax: (402)965-8594

Correspondence to:

PO Box 641880

Omaha, NE 68164

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____



Document Checklist, Part I

City of Columbus Ambulance

The following applicable documents must be on file at EMS Billing Services, Inc.® in order to create your client account and perform billing on your behalf. Please send each item to us as soon as you have completed the form or gathered the information.

✓	Enclosed	Action	Document Description and Comments
	X	RETURN	Signed client contract (X pages) TOP PRIORITY
		SEND	Copy of IRS Letter 147c or IRS Form CP 575 TOP PRIORITY
	X	RETURN	Personnel Contacts Sheet
	X	RETURN	Information Sheet
	X	RETURN	Supplemental Questions Sheet
	X	RETURN	W-9 Form ** Please do not alter address ** We need our address in there for insurance payments **
		SEND	Copy of your state license
		SEND	Copy of your CLIA certificate (or CLIA letter, under "if applicable" section below)
		SEND	Copy of ambulance vehicle registration
		SEND	Proof of general liability coverage; provide either a copy of the insurance policy or the certificate of insurance
	X	RETURN	Direct Deposit Preferences Sheet
		SEND	Bank letter on bank letterhead
	X	RETURN	Authorization Agreement for Preauthorized Payments Sheet
	X	RETURN IF APPLICABLE	Current Provider Numbers Sheet (if you have been billing)
		SEND IF APPLICABLE	Copy of contracts with nursing facilities, hospices, employers, municipalities, jails, etc.
		SEND IF APPLICABLE	Copy of dispatch protocols for ALS personnel based on patient's dispatched condition
		SEND IF APPLICABLE	Copy of Intercept or Tiering/Mutual Aid Agreements NOTE: If you are a basic life squad, we cannot bill for Advanced Life Services by another squad's member unless you provide us with a copy of the written contract/agreement.



Personnel Contacts 2019

City of Columbus Ambulance

Titles within rescue services vary. Provide details for the person who best fulfills each role.
We will release information only to persons listed on this page. Attach additional contact names if necessary.
PLEASE INFORM EMS BILLING SERVICES, INC.® OF STAFF CHANGES.

PUBLIC PHONE NUMBER FOR RESCUE SERVICES, FIRE DEPT. (NOT 911): (_____) _____

Person completing this form: _____ Title: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____

Signature: _____ **Date:** _____

PRIMARY CONTACT: _____ Title: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____

Person paying invoice/receiving monthly reports: _____ Title: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____

INVOICE SENT BY EMAIL ONLY? YES / NO If YES, to Email: _____

Person issuing refund checks: _____ Title: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____

Person sending run reports to EMS: _____ Title: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____

EMS Director, Administrator, Fire Chief, Rescue Captain or Other _____ (provide title)

Name: _____

Phone: _____ Alternate Phone: _____
Circle one: cell home work other *Circle One: cell home work other*

FAX: _____ Email: _____

Mailing Address: _____ City: _____ ST: _____ Zip: _____



Information Sheet 2019

City of Columbus Ambulance

Completed by: _____ Date: _____

How did you hear about us? _____

Federal Tax Identification Number: _____ - _____ Volunteer _____ Private _____ Government _____ Other _____

State EMS Service license number: _____ Licensed with state as: ALS _____ BLS _____

Squad DEA#: _____ Effective Date: _____

Medical Director: _____ Phone #: (_____) _____

Physical address where ambulance is stored: (Give exact street address, city, state, and ZIP code; Medicare verifies it.)

County: _____ Other counties you serve: _____

Date first Medicare patient was served from the above address: _____

Date first established: ____/____/____ (Not the date the license was issued.) Fiscal year-end: (mo/date) ____/____

Is your squad an incorporated entity? Yes / No (If YES, send us a copy of the Articles of Incorporation.)

Date of Incorporation: _____ State filed with: _____

Does your service (not Fire Dept) receive tax dollars? Yes / No If yes, approximate % of budget: 0-33% 34-66% 67-99%

Number of squad members: _____ Highest level of training: _____ Do you have paid ALS personnel? Yes / No

Notify us when ANY changes occur regarding EMT LEVEL OF TRAINING for billing purposes.

Have you been billing for rescue calls? Yes / No Name of billing service company used: _____

Rate charged for PRIOR billing service: _____ Average annual billing income for EMS service: \$ _____

PRIOR rates: ALS Base \$ _____ BLS Base \$ _____ Mileage \$ _____ Number of BILLABLE transports per year: _____

Were you (or a previous billing company) submitting claims to Medicare electronically? Yes / No

Do you (or a previous billing company) receive electronic remits from Medicare? Yes / No

Last Date of Service you (or a previous billing company) billed Medicare: ____/____/____ (important for Medicare standing)

Are you enrolled with Indian Health Services? Yes/ No

Do you provide hospital to hospital transports? Yes / No Do you transport from a Skilled Nursing Facility? Yes / No

Do you receive "BLS/ALS intercepting services" for patients or provide it to other rescue services? Yes / No (not Mutual Aid)

If yes, list ambulance services wherein you receive or provide aid: _____

(Attach copy of contract with those services listed. An agreement/contract is required to bill at the higher ALS rate.)

Will the squad pursue payment through a collection agency after EMS Billing Services, Inc. has worked your accounts? Yes / No (If YES, we provide information later regarding this process.)

Do you want EMS Billing Services, Inc. to process requests from attorneys for medical record releases? Yes / No (If YES, we will request additional information from you later.)



Supplemental Questions

City of Columbus Ambulance

What areas do you serve? (Please attach additional sheets as needed.)

<i>City</i>	<i>State</i>	<i>Zip</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list the hospitals and nursing homes you work with routinely:

Hospital Name / Address	City/ST	Phone	Contact Name

Nursing Home or SNF / Address	City/ST	Phone	Contact Name

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 641880	Requester's name and address (optional)
6 City, state, and ZIP code OMAHA NE 68164-7880	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Direct Deposit Preferences

City of Columbus Ambulance

Send deposits to (circle one): Checking Account / Savings Account

Designate the account for your electronic direct deposits.

Bank Account Number: _____ Routing number _____

Bank Name: _____

Bank Address: _____

Bank Contact Name: _____ Phone: (_____) _____

Do you have a loan at this bank? YES* / NO *If YES, we will need additional information later.

Approved by: _____ Date: _____

Bank Letter for Account Verification

Ask your bank contact to create a letter on bank letterhead to submit to EMS Billing Services, Inc.® Our company, and Medicare and Medicaid offices, require the bank letter as verification of your account information to ensure accurate electronic fund transfers, direct deposits, and preauthorized payments. Please mail the letter to:

EMS Billing Services, Inc.®
ATTN: Enrollment
PO Box 641880
Omaha, NE 68164

The letter must contain:

- **Your legal name as stated on official tax ID number documents *******
- Your provider name on the deposit account(Not your DBA)
- Your deposit account number
- Type of deposit (checking or savings)
- Bank’s electronic routing transit number
- **One** of these statements (whichever is true in your situation):
 “Bank or financial institution has agreed to waive its right of offset for Medicare receivables”
OR
 “This service does not have a lending relationship with this bank or financial institution.”
- Bank official’s name and signature



Authorization Agreement for Preauthorized Payments

City of Columbus Ambulance

Some rescue services have requested that we withhold our fee from their deposit. Federal law does not permit us to do so. As an alternative, we offer you the convenience of paying your monthly invoice via automatic withdrawal from your bank.

EMS Billing Services, Inc.® deposits account payments monthly. Reports are created and placed online for viewing by clients. If you approve preauthorized payment of our fee, it will be withdrawn on the 20th of the month, or the first banking day thereafter, from an account you specify. A note on the invoice reminds you the fee will be paid by automatic withdrawal. It reads "You signed up to pay this invoice via AUTOMATIC WITHDRAWAL from your checking account. This withdrawal will be made on the 20th of the month or the first business day thereafter."

If you are interested in this option, please complete the agreement form at the bottom of this page and return it to us by mail.

If you choose not to use preauthorized payments, please sign below and pay invoices within 30 days:

City of Columbus Ambulance declines preauthorized payments and agrees to pay invoices NET 30.

Authorized by: _____ **Date:** _____

Authorization Agreement for Preauthorized Payments Form

City of Columbus Ambulance, hereinafter called "Medical Services Provider," hereby authorizes EMS Billing Services, Inc.®, hereinafter called "EMS Billing," to originate electronic entries transferring funds from (debits) or to (credits) to Medical Services Provider's account listed below at _____, hereinafter referred to as "Medical Service Provider's Bank."

The amount of any debits and credits to Medical Services Provider's account will be based upon sums due to or from EMS Billing. EMS Billing will use its best efforts to ensure that all entries on Medical Services Provider's account originated by EMS Billing are in the correct amounts. However, Medical Services Provider and EMS Billing agree that EMS Billing will not be liable for any incidental or consequential damages associated with incorrect entries processed by Medical Service Provider's Bank and EMS Billing's request for withdrawal. EMS Billing shall only be responsible for refund on any overcharges when verified as such by EMS Billing; refunds will be made within 30 days of notice and verification. EMS Billing will initiate withdrawal of preauthorized payment in the amount of the current month's invoice on the 20th of the month or on the first business day thereafter.

Medical Services Provider acknowledges that electronic funds transfer orders will only be accepted by the financial institution when there are sufficient funds in Medical Services Provider's account to process the request. Medical Services Provider agrees to maintain sufficient funds in the account to cover debit entries properly originated by EMS Billing. Medical Services Provider further agrees to be bound by the operating rules of NACHA (National Automated Clearing House Association), by the rules and notices received from EMS Billing, and by the rules of Medical Services Provider's financial institution.

Notice of termination by Medical Services Provider of this agreement shall be effective 15 days after properly given and shall not affect entries originated prior to the actual receipt of such notice. Notice will be considered properly given when deposited in the US Mail, certified, postage paid and properly addressed to EMS Billing at their place of business or delivered in person to EMS Billing's business address. EMS Billing may terminate this agreement at any time without notice.

Medical Services Provider: City of Columbus Ambulance

Dated this _____ day of _____, 2019 _____
Authorized Official Signature

Authorized Official Title Authorized Official Printed Name

Financial Institution/Bank Information:

Name: _____ Phone number: (_____) _____

ABA number: _____ Account Number: _____



Current Provider Numbers

City of Columbus Ambulance

The following provider identification numbers must be on file at EMS Billing Services, Inc.® in order to perform billing on your behalf.

If you have been billing, please complete and return this page.

If you have not been billing, disregard this sheet. We will apply for provider numbers on your behalf.

Provider Name	Provider Identification Number
Medicare	
Medicaid	
Blue Cross	
Railroad Medicare	
NPI**	

**National Provider Identifier (NPI) Number

We **cannot** submit claims without your NPI number. Your NPI number and the information we submit to Medicare must be identical, or your claims will be rejected. Please provide your NPI User ID and Password as soon as possible. You may provide it to us via mail, FAX or telephone.

NPI User ID: _____

NPI Password: _____

No CLIA Letter Instructions

City of Columbus Ambulance

If you have a CLIA certificate, please send a current copy of the CLIA certificate to EMS Billing Services, Inc.® and disregard this page.

If you do not have a CLIA certificate, complete and return this letter **on your rescue service letterhead**. We will submit it to CMS and MAC on your behalf.

July 10, 2019

Centers for Medicare and Medicaid Services (CMS)
Medicare Administrative Contractors (MAC)

To Whom It May Concern:

This letter is to attest that City of Columbus Ambulance does not do “needle sticks” nor draw blood or any other body fluids for medical diagnosis or treatment. It is our understanding that we are exempt from the need for a Clinical Laboratory Improvement Amendment (CLIA) certificate.

Sincerely,

Authorized Official Signature

Printed Authorized Official Name/Title



EMS Billing Services, Inc.®

Contact List

6907 North 102 Circle
Omaha, Nebraska 68122

PO Box 641880
Omaha, Nebraska 68164

402-572-4019 (Direct)
877-367-9111 (Clients - Toll Free)
800-367-9111 (Patient Hotline – Toll Free)
402-965-8594 (Main FAX)
888-506-4589 (Enrollment FAX)

We are here to help you!

Call 877-367-9111 and enter the extension number of the person you wish to reach, or use the direct numbers listed below.

Name	Title	Ext.	Email
Leslie L. Vaughn	Owner/President	Ext. 1001 cell: 402-320-3333	leslie@emsbillingservices.com
Michele McKeone	Vice President, Director of Processing	Ext. 1007 402-991-7828	michele@emsbillingservices.com
Pam Benne	HIPAA Compliance Director Research & Collections	Ext. 1003 402-991-7730	pam@emsbillingservices.com
Lisa Dollen	Operations and Financial Supervisor	Ext. 1005 402-991-7785	lisa@emsbillingservices.com
Michaela Brunmeier	New Account Implementation Supervisor	Ext. 1010 402-991-7818	michaela@emsbillingservices.com
Barb Vaughn	Enrollment Specialist	Ext. 1018 402-991-7866	barb@emsbillingservices.com Enrollment FAX: 888-506-4589
Suzanne Kibbe	IT Software Support	Ext. 1020 402-991-7820	suzanne@emsbillingservices.com

ORDINANCE NO. 19- 25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING SANITARY SEWER EXTENSION DISTRICT NO. 46 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE SEWER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING OF THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Columbus, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal sanitary sewer service beyond the existing system by the construction of sanitary sewer mains and appurtenant improvements and that for the purpose of constructing said sanitary sewer mains and related improvements, there is hereby created Sanitary Sewer Extension District Number 46 of the City of Columbus, pursuant to authority granted in Neb. Rev. Stat. § 19-2402.

Section 2. There is hereby created Sanitary Sewer Extension District Number 46, which boundaries shall consist of a tract of land located in Platte County, Nebraska, being described as follows:

Limits of District:

- A tract of land located in part of the SW1/4 and part of the N1/2 SE1/4 Section 8, T17N, R1E and in part of the SW1/4 Section 9, T17N, R1E, all of the 6th P.M., Platte County, Nebraska described as follows:

Beginning at the southeast corner of the SW1/4 Section 9, T17N, R1E of the 6th P.M., Platte County Nebraska; thence westerly and on the south line of the SW1/4 said Section 9 to the southwest corner of the SW1/4 said Section 9; thence northerly and on the west line of the SW1/4 said Section 9 to the northwest corner of the SW1/4 SW1/4 said Section 9; thence westerly and on the south line of the N1/2 SE1/4 Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, to the southeast corner NE1/4 SW1/4 said Section 8, said point also being on the east line Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; thence

southerly and on the east line of the SE1/4 SW1/4 said Section 8 to the southwest corner SW1/4 said Section 8, said point also being the southwest corner said Lot 1; thence westerly and northwesterly on the west line said Lot 1, to a point on the north line of the SW1/4 said Section 8; thence easterly and on said north line to the northeast corner of the SW1/4 said Section 8; thence easterly and on the north line of the SE1/4 said Section 8 to the northeast corner SE1/4 said Section 8; thence southerly and on the east line of the SE1/4 said Section 8 to a point where said east line intersects the northwesterly extension of the northeasterly right of way line Lost Creek Parkway; thence southeasterly and on said northeasterly right of way line to a point 33.00 feet north of and 269.26 west of the southeast corner SW1/4 Section 9, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence easterly and on a line 33.00 feet north of and parallel to the south line of the SW1/4 said Section 9, 269.26 feet; thence southerly 33.00 feet to the Point of Beginning, containing 254 acres more or less.

Properties That May Be Assessed:

- Part Southwest 1/4 Section 9, T17N, R1E
- Part North 1/2 Southeast 1/4 Section 8, T17N, R1E
- Lot 1, Energy Triangle Addition to the City of Columbus LB-271
- Lot 1, Energy Triangle Addition to the City of Columbus

Section 3. There shall be constructed sanitary sewer main which necessary appurtenances within said district as follows:

- 12-inch PVC sewer main, precast concrete manholes, fittings, dewatering, and related work on:
The south side of Lost Creek Parkway from 38 Street to west of 10 Avenue approximately 6,100 feet.

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

Section 5. The City Engineers' estimate, now on file with the City Clerk, of the total project costs (which includes estimated construction costs) for the proposed sanitary sewer extension improvements in said District is \$900,000.00. The plans, specifications, and estimates of costs for the work in Sanitary Sewer Extension District Number 46 are hereby approved.

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

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

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

Section 8. For the purpose of paying for said improvements, the Mayor and City Council of the City of Columbus, Nebraska, may issue district improvement warrants of Sanitary Sewer Extension District Number 46 in the form and manner provided by law.

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

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

Section 11. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 12. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. §16-405 with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 10, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sewer Extension District #46 – Lost Creek Parkway from 38th Street to West of 10th Avenue

RECOMMENDATION:

I recommend the approval of the Ordinance creating Sewer Extension District #46 Lost Creek Parkway from 38th Street to West of 10th Avenue. Approval for proceeding with the Ordinance was obtained at the June 10th Public Property, Safety and Works Committee and the City Council.

DISCUSSION:

SED #46:

Properties That May Be Assessed:

- Part Southwest ¼ Section 9, T17N, R1E
- Part North ½ Southeast ¼ Section 8, T17N, R1E
- Lot 1, Energy Triangle Addition to the City of Columbus LB-271
- Lot 1, Energy Triangle Addition to the City of Columbus

SED Improvements are to extend the 12-inch diameter main to service the properties on the south side of Lost Creek Parkway from 38th Street to West of 10th Avenue

Estimated Construction Cost: \$700,000

Estimated Project Cost: \$900,000

It is proposed that the SED is bid and substantial completed this construction season. Design is by HDR Engineering. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

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

SED#46:

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

2018-2019 CIP 19-218 in the amount of \$1,100,000 which includes additional project costs.

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

ALTERNATIVE:

Do not create the district.

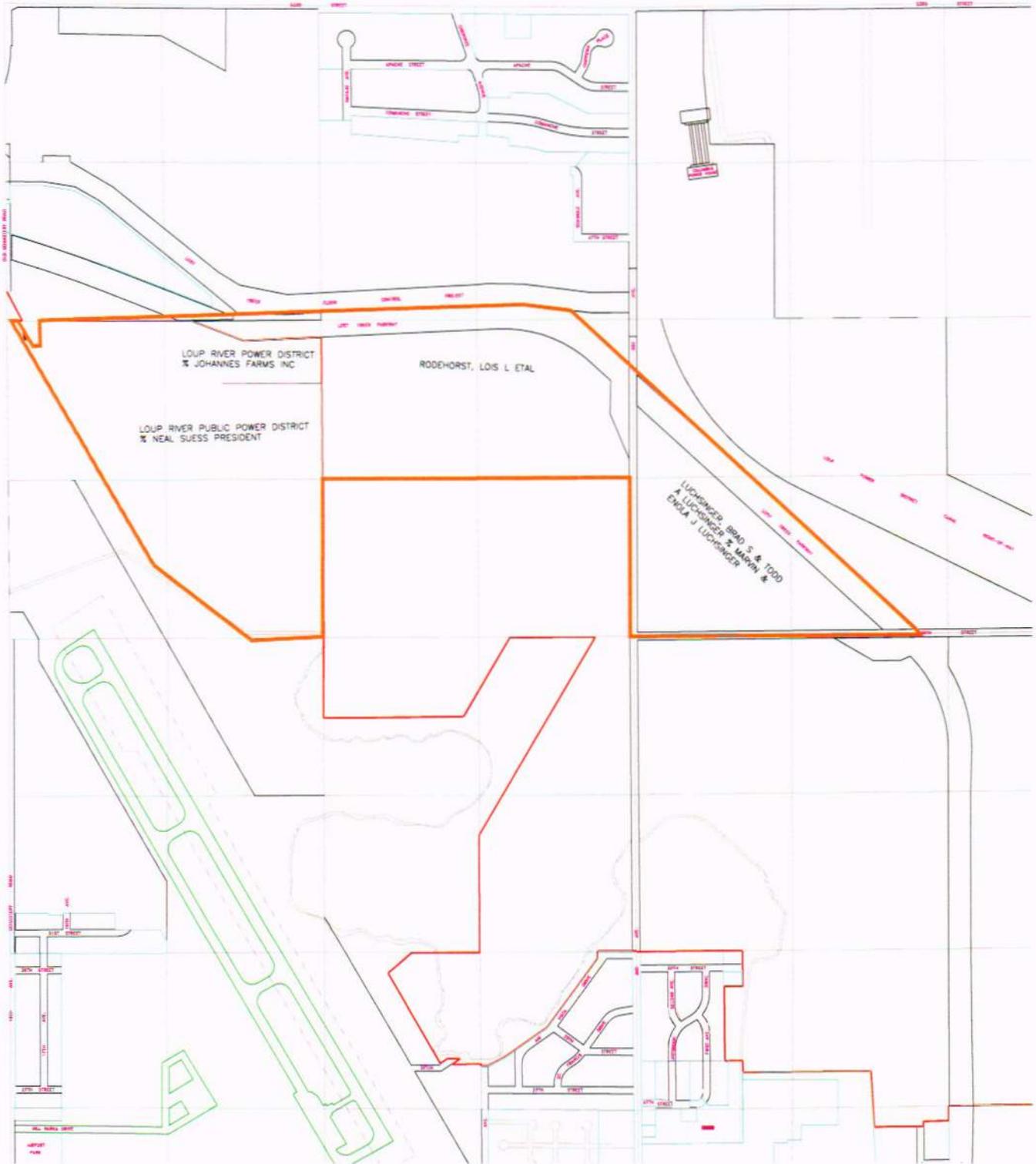
SIGNATURE:

By: *Rubel W. Bryan*

Approved By: *[Signature]*

The City of **Columbus**
NEBRASKA

SED #46



PROPERTY OWNERS

The City of **Columbus**

MEMORANDUM

DATE: July 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #46 – Lost Creek Parkway from 38th Street to West of 10th Avenue

RECOMMENDATION:

I recommend approval of the plans, specifications, Engineer's Estimate of Cost in the amount of \$700,000, for SED #46 and to authorize staff to advertise for bids.

DISCUSSION:

SED construction includes extension of 12-inch sanitary sewer main, manholes, street undercrossing, dewatering, and related work in accordance with the Comprehensive Plan and the 2 and 10 Year Utility Plan. The sewer location would be on the south side of the parkway within existing roadway right-of-way.

It is proposed substantial completion would be this construction year, pending contractor availability.

The North Sanitary Sewer Study and this phase 1 design project is by HDR Engineering.

FISCAL IMPACT:

2018-2019 budget CIP 19-218 in the combined amount of \$1,100,000 which includes other project costs.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



The City of **Columbus**

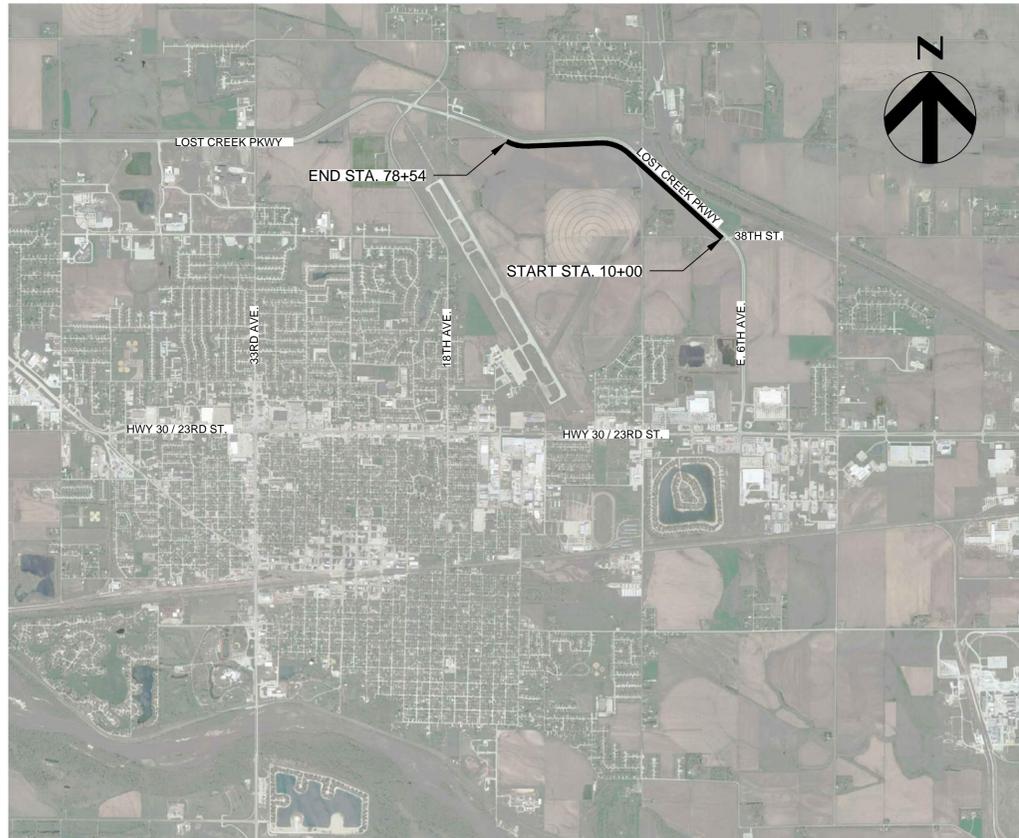
Contract Drawings For
City of Columbus

SED #46, LOST CREEK PARKWAY FROM 38th STREET TO WEST OF 10TH AVENUE

CIVIL BID DOCUMENTS

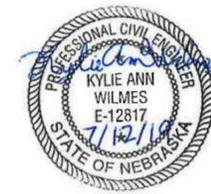
Project No.
10122262

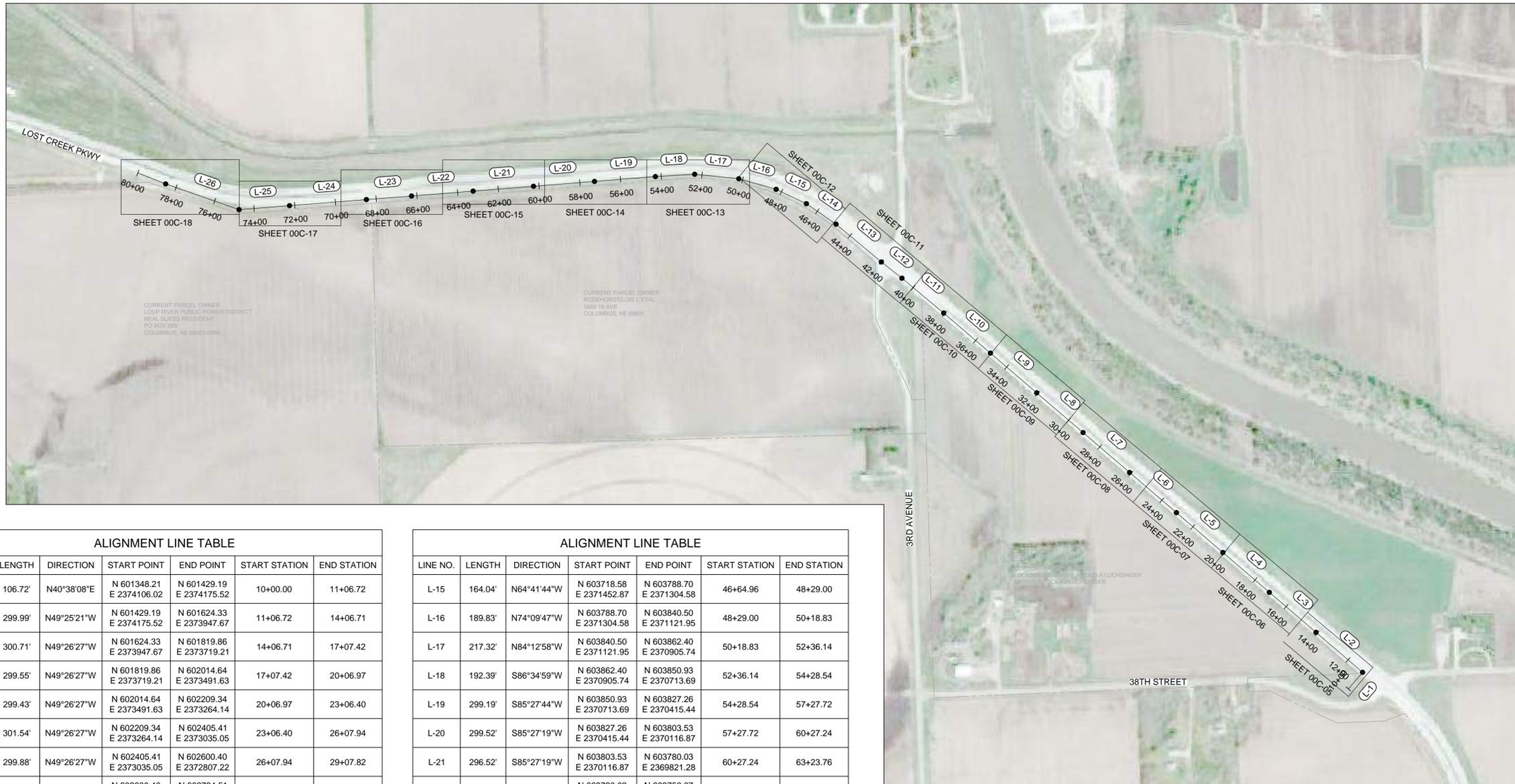
Columbus, Nebraska
JULY 12, 2019



INDEX OF DRAWINGS

00C-01	COVER SHEET
00C-02	QUANTITIES AND NOTES
00C-03	ALIGNMENT GEOMETRY AND KEY INDEX
00C-04	CONSTRUCTION ACCESS AND STAGING AREA
00C-05	PLAN AND PROFILE
00C-06	PLAN AND PROFILE
00C-07	PLAN AND PROFILE
00C-08	PLAN AND PROFILE
00C-09	PLAN AND PROFILE
00C-10	PLAN AND PROFILE
00C-11	PLAN AND PROFILE
00C-12	PLAN AND PROFILE
00C-13	PLAN AND PROFILE
00C-14	PLAN AND PROFILE
00C-15	PLAN AND PROFILE
00C-16	PLAN AND PROFILE
00C-17	PLAN AND PROFILE
00C-18	PLAN AND PROFILE
00C-19	DETAILS
00C-20	SWPPP
00C-21	BORING LOGS





ALIGNMENT LINE TABLE						
LINE NO.	LENGTH	DIRECTION	START POINT	END POINT	START STATION	END STATION
L-1	106.72'	N40°38'08"E	N 601348.21 E 2374106.02	N 601429.19 E 2374175.52	10+00.00	11+06.72
L-2	299.99'	N49°25'21"W	N 601429.19 E 2374175.52	N 601624.33 E 2373947.67	11+06.72	14+06.71
L-3	300.71'	N49°26'27"W	N 601624.33 E 2373947.67	N 601819.86 E 2373719.21	14+06.71	17+07.42
L-4	299.55'	N49°26'27"W	N 601819.86 E 2373719.21	N 602014.64 E 2373491.63	17+07.42	20+06.97
L-5	299.43'	N49°26'27"W	N 602014.64 E 2373491.63	N 602209.34 E 2373264.14	20+06.97	23+06.40
L-6	301.54'	N49°26'27"W	N 602209.34 E 2373264.14	N 602405.41 E 2373035.05	23+06.40	26+07.94
L-7	299.88'	N49°26'27"W	N 602405.41 E 2373035.05	N 602600.40 E 2372807.22	26+07.94	29+07.82
L-8	298.52'	N49°26'27"W	N 602600.40 E 2372807.22	N 602794.51 E 2372580.43	29+07.82	32+06.34
L-9	298.50'	N49°26'27"W	N 602794.51 E 2372580.43	N 602988.60 E 2372353.65	32+06.34	35+04.84
L-10	301.07'	N49°26'27"W	N 602988.60 E 2372353.65	N 603184.37 E 2372124.91	35+04.84	38+05.91
L-11	265.88'	N50°12'05"W	N 603184.37 E 2372124.91	N 603354.56 E 2371920.64	38+05.91	40+71.79
L-12	128.20'	N51°52'38"W	N 603354.56 E 2371920.64	N 603433.71 E 2371819.78	40+71.79	41+99.99
L-13	288.67'	N50°11'43"W	N 603433.71 E 2371819.78	N 603618.50 E 2371598.02	41+99.99	44+88.66
L-14	176.30'	N55°24'46"W	N 603618.50 E 2371598.02	N 603718.58 E 2371452.87	44+88.66	46+64.96

ALIGNMENT LINE TABLE						
LINE NO.	LENGTH	DIRECTION	START POINT	END POINT	START STATION	END STATION
L-15	164.04'	N64°41'44"W	N 603718.58 E 2371452.87	N 603788.70 E 2371304.58	46+64.96	48+29.00
L-16	189.83'	N74°09'47"W	N 603788.70 E 2371304.58	N 603840.50 E 2371121.95	48+29.00	50+18.83
L-17	217.32'	N84°12'58"W	N 603840.50 E 2371121.95	N 603862.40 E 2370905.74	50+18.83	52+36.14
L-18	192.39'	S86°34'59"W	N 603862.40 E 2370905.74	N 603850.93 E 2370713.69	52+36.14	54+28.54
L-19	299.19'	S85°27'44"W	N 603850.93 E 2370713.69	N 603827.26 E 2370415.44	54+28.54	57+27.72
L-20	299.52'	S85°27'19"W	N 603827.26 E 2370415.44	N 603803.53 E 2370116.87	57+27.72	60+27.24
L-21	296.52'	S85°27'19"W	N 603803.53 E 2370116.87	N 603780.03 E 2369821.28	60+27.24	63+23.76
L-22	302.49'	S85°27'19"W	N 603780.03 E 2369821.28	N 603756.07 E 2369519.74	63+23.76	66+26.25
L-23	221.52'	S85°27'43"W	N 603756.07 E 2369519.74	N 603738.54 E 2369298.92	66+26.25	68+47.77
L-24	377.57'	S85°30'50"W	N 603738.54 E 2369298.92	N 603709.01 E 2368922.50	68+47.77	72+25.34
L-25	248.18'	S85°30'50"W	N 603709.01 E 2368922.50	N 603689.59 E 2368675.08	72+25.34	74+73.52
L-26	380.52'	N70°44'03"W	N 603689.59 E 2368675.08	N 603815.15 E 2368315.87	74+73.52	78+54.05

SURVEY PROVIDED BY THE CITY OF COLUMBUS. THE CITY OF COLUMBUS WILL PROVIDE CONSTRUCTION STAKING.



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	10122262
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The City of **Columbus**

SED #46, LOST CREEK PARKWAY FROM 38TH STREET TO WEST OF 10TH AVENUE

Columbus, Nebraska

JULY 12, 2019

ALIGNMENT GEOMETRY AND KEY INDEX

FILENAME | 00C-03.DWG
SCALE | 1" = 300'

SHEET
00C-03

OUTSTANDING VOUCHER LIST
July 15, 2019 City Council Meeting

<u>VENDOR NAME</u>	<u>BATCH/VOUCHER#</u>	<u>ACCT CHARGED</u>	<u>DESCRIPTION</u>	<u>DUE DATE</u>	<u>GROSS</u>
ARL Credit Services Inc.	071-1556	121-593	Collection Services	07/15/19	944.05
	071-1556	145-593	Collection Services	07/15/19	4.00
				INV TOTAL	948.05