

City Council Regular Meeting
Monday, August 19, 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 August 5, 2019, City Council meeting.

B. Resolution No. R19-125 continuing Columbus/Platte County Enhanced 911 service surcharge of \$1 per month on each local exchange access line physically terminating in the City of Columbus 911 service area.

C. Resolution No. R19-126 authorizing the payment of various improvement projects.

D. 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 Meadow Ridge Properties, LLC for final plat and development agreement of Deer Run Estates Second Subdivision (5800 block of Shady Lake Road). (Planning Commission recommends approval.)

1. Resolution No. R19-127 approving final plat and development agreement.

B. Public hearing - Application of Meadow Ridge Properties, LLC for special use permit to allow resource extraction in an "RR" (Rural Residential District) zone located in vicinity of 5400 block of 34 Street on the north side. (Planning Commission

recommends approval.)

1. Ordinance No. 19-28 approving special use permit.

C. Public hearing - Application of Ron Jecha, on behalf of Randy Johnson, for permit to move a building from 4100 Adamy Street to 6021 60 Avenue. (Planning Commission recommends approval.)

D. 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.) (Continued from July 15, 2019).

1. Ordinance No. 19-29 approving special use permit.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. COMMITTEE OF THE WHOLE - August 5, 2019

1. Creation of reserve firefighter program and establish wage for position.

B. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - August 12, 2019

1. Minutes of the July 8, 2019, Traffic Control Device Committee.

2. Results of postcard survey from property owners to pave East 14 Avenue north of 23 Street.

3. Results of postcard survey from property owners to pave Johannes Addition area.

4. Request to pave alley between 14th and 15th Streets from 28th to 29th Avenues.

5. Proposed amendment to City Code to amend 2012 International Residential Code to delete requirement for fire protection of residential floors, delete the requirement for self-closing hinges on door between house and garage, and update Table R301.2(1) to conform with minimum code standards.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

- A. Application of Level One Properties for special designated liquor license for street area in front of 1270 27 Avenue, 5 p.m. to 11:59 p.m., September 27, 2019, for street music festival.
- B. Application of Kings Bar for addition to licensed premise at 4704 Howard Boulevard, for 8 ft. x 11 ft. outdoor area.
- C. Quote from Electric Pump through PureAir Filtration in the amount of \$12,100 for odor control system for Lift Station No.1.
- D. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-128 approving Amendment No. 2 to the agreement with HDR Engineering, Inc. in an amount not to exceed \$33,603 for construction engineering services for Lost Creek Parkway Sanitary Sewer Extension from 38 Street to west of 10 Avenue as part of the North Sanitary Sewer Collection System Study.
- B. Resolution No. R19-129 authorizing the application for assistance from the Land and Water Conservation Fund program for construction of horseshoe complex at Frontier Park.

15. ORDINANCES ON FIRST READING

- A. Ordinance No. 19-30 amending Section 70.015 of Chapter 70 of Title XII of Ordinance No. 05-47 (Columbus City Code) to revise and re-establish the specified locations for the crossing of state highways by utility type vehicles.

16. ORDINANCES ON SECOND READING

- A. Ordinance No. 19-27 amending Section 90.043 of Chapter 90 of Title IX of Ordinance No. 05-47 (Columbus City Code) to ban miniature pigs within corporate city limits.

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 damage to traffic signal at 8 Street and 33 Avenue.

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 August 5, 2019, at 7:06 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 Stan Emerson, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Property Director Doug Moore, Community Development Director Dan Curtis, Fire Chief Dan Miller, Finance Director Heather Lindsley, and Library Assistant II Elicia Micek.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of July 15, 2019, City Council meeting.**
 - 4.B. **Change date of first meeting in September 2019 to 7 p.m., Tuesday, September 3, 2019, due to Labor Day holiday.**
 - 4.C. **Resolution No. R19-115 approving agreement with Nebraska Department of Transportation for 2019 Fracture Critical Bridge inspections.** Resolution No. R19-115 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT

- WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT), FOR INSPECTION SERVICES OF THE CITY'S FRACTURE CRITICAL BRIDGES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.D. Resolution No. R19-116 approving agreement with Adam LaBorde in an amount not to exceed \$24,500 for one-year service agreement to provide GIS support services.** RESOLUTION NO. R19-116 IS ENTITLED: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH ADAM LABORDE IN AN AMOUNT NOT TO EXCEED \$24,500 FOR A ONE-YEAR SERVICE AGREEMENT PROVIDING SUPPORT SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.E. Resolution No. R19-117 authorizing payment of various improvement projects.** R19-117 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. - COLUMBUS FIRE STATION \$455,439.22; CATHER AND SONS CONSTRUCTION, INC. - ASPHALT PAVING IMPROVE \$27,568.21; ERIKSEN CONSTRUCTION CO., INC. - WWTF PHASE 4 \$297,743.58.
- 4.F. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 08/09/19 Payroll \$647,109.04; 911 Custom 718.00 CP; Access Data Group 3,081.36 S; Ace Hardware 1,368.06 S; Advance Auto Parts 399.39 S; Ag Spray Equip 243.46 S; AJ Bloebaum Electric 542.00 S; Alley Poyner Macchietto 1,493.30 CP; Amazon 7,419.18 S; American Fence 647.47 CP; American Locker 1,640.00 S; American Red Cross 114.00 S,T; Aqua-Chem 4,944.90 S; B-D Const 455,439.22 CP; Behlen Towing 1,045.00 S; Big Red Printing 979.75 S; Blackbag Technologies 650.00 S; Blazer 175.00 S; Bomgaars 551.61 S; D Boswell 162.40 E; Bound Tree Medical 798.90 S; Bullseye Fire Sprinkler 670.00 S; Capital City Concepts 19,000.00 CP; Cat's Pro Mow 200.00 S; Cather & Sons Const 27,568.21 CP; Center for Municipal Solutions 2,100.00 S; Center Point Large Print 97.70 CP; CCC 70.00 T; Central Parts 1,678.17 S;

Central Sand & Gravel 2,144.19 S; Central States Leeds 450.00 T; Central Valley Ag 979.68 S; Civil Air Patrol Magazine 50.00 S; CN Welding Works 2,456.25 S; CCH 191.33 S; Col Custom Embroidery 300.00 S; Col Screen Printing 48.00 S; Telegram 802.99 S; Commonwealth Electric 137.04 S; Community Internet 45.00 S; Connecting Point 885.96 S; Consolidated Management 233.12 T; Consolidated Water Solutions 5,850.00 S; Core & Main 2,300.00 S; Culligan 140.60 S; D & K Products 3,775.02 S; Dale Johnson Trucking 2,178.48 S; Danko Emergency Equip 275.98 S; DAS State Accounting 704.00 S; Dept of Treasury 1,020.53 S; Des Moines Stamp 28.00 S; Doernemann Farm Service 98.41 S; Downey Drilling 1,264.10 S; Drain Surgeon 477.50 S; Doug Dunbar 866.87 E; Eakes 551.02 S; Ecolab 404.54 S; Electrical Eng & Equip 86.66 S; Electronic Systems 417.00 S; Eletech 557.60 S; Emergency Apparatus Maintenance 573.07 S; Enterprise Electric 310.68 S; Environmental Services 1,846.00 CP; Eriksen Const 297,743.58 CP; Evident 596.00 S; Fedex 53.05 S; Fehringer Machining 375.00 S; First National Bank 226.64 S; Jonathan & Ellorie Focht 560.00 S; G-O Rapid Lube 44.32 S; Gale 1,116.50 CP; Gehring Const 15,421.13 CP,S; Steffy Ford 141.74 S; Gerhold Concrete 4,625.78 S; Gilmore & Assoc 7,340.00 CP; Godfather's 201.50 S; Jill Goedeken 63.64 S; Graybar Electric 5,840.68 CP; Great Plains Building 73.48 S; Hadley-Braithwait 1,760.60 S; Mike Hammernik 100.00 R; Hawkins 5,201.60 S; HDR 90,795.65 CP; Allana Heath 400.00 S; Hobby Lobby 21.06 S; Hometown Leasing 177.97 S; HR Direct 78.99 S; Hy-Vee 352.06 S; Hydro Tech 68.00 S; Indoff 136.79 S; Ingram Library Services 2,484.98 CP; Jackson Services 3,581.49 S; JEO Consulting 7,352.50 CP; Johnson Controls 805.00 S; Kelly Supply 1,387.41 S; Kiplinger Tax Letter 76.00 S; Koch Excavating 386.10 S; Lakeview Small Engine 41.19 S; Lawson Products 46.56 S; J Levander 500.00 T; K Ligenza 31.00 E; S Ligenza 98.02 E; Lincoln Journal Star 475.00 S; Lake Stop 19.74 S; Loup Power 350.10 S; Lynn Peavey 160.50 S; M & O Door 7.00 S; Mahaska 897.00 S; Mail Prep 4,000.00 S; Mailbox 147.26 S; Microfilm Imaging Systems 320.00 S; Mid-American Research 273.25 S; Mid-State Eng & Testing 1,831.00 CP; MW Mini Melts 2,790.75 S; MW Right of Way Services 595.00 CP; MW Tape 1,035.73 S; Mike's Towing 1,350.00 S; P Miller 91.08 E; Mueller Sprinklers 264.70 S; Municipal Supply 269.94 S; NAPA 44.97 S; NDOT 47,384.56 CP; NE Environmental Products 1,760.19 S; NE Golf & Turf 696.00 S; NE Law Enforcement 50.00 T; NE Public Health 452.00 S; NE State Volunteer 921.00 S; NE U C Fund 444.00 S; Niemann's Port-A-Pot 40.00 S; NMC Exchange 25,970.00 CP; NENEDD 1,034.83 G; NE NE Solid Waste Coalition 1,253.54 S; NW Electric 10.76 S; NWEA 90.00 T; O'Reilly 263.68 S; Occupational Health 1,591.50 S; Officenet 22,104.58 CP,S; Olson's Pest Technicians 141.00 S; Otte Electric 2,837.20 S; Overhead Door 315.00 S; Parts Bin 44.97 S; Peerless Wiping Cloth 70.10 S; Pepsi 441.11 S; Pitney Bowes 8,857.35 CP; Register of Deeds 126.00 S; Preferred Plumbing 190.88 S; Presto-X 224.00 S; Public Safety Dive Services 1,700.00 T; Travis Purkerson 480.00 S; Pyramid Tarp 698.00 S; Quill 234.98 S; Reardon 206.50 S; Recorded Books 853.26 S; Recreation Supply 985.68 S; Rembolt Ludtke 3,721.14 S; RR Donnelley 33.22 S; RVW 18,703.32 CP;

Sandry Fire Supply 961.29 CP; Sapp Bros 23,983.51 S; SCG Consulting 9,615.00 CP; Schumacher Irrigation 328.50 S; Sherwin-Williams 7,539.43 S; Shevlin Supply 1,442.12 S; Sipple Hansen Emerson Schumacher & Klutman 3,500.55 S; Sirius Computer Solutions 30,600.00 CP; A Sliva 64.96 E; SE Library System 400.00 T; Stan Houston Equip 258.90 S; Stanley Petroleum 330.50 S; M Steiner 43.40 E; Stericycle 874.90 S; Super Saver 237.53 S; Sysco 12,830.93 S; T-Bone 6,726.44 S; Tapco 643.50 S; Time Warner 413.12 S; B Tomka 16.05 E; Tractor Supply 176.43 S; Tri County Repairs 236.71 S; Truck Center 2,088.88 S; TSP 2,441.10 CP; Turfwerks 2,752.58 S; Twin Rivers Vet Clinic 1,051.00 S; U & I Sanitation 91.25 S; Ultra Graphics 122.28 S; UPRR 2,790.21 S; UPS 32.19 S; US Cellular 42.86 S; USA Blue Book 774.25 S; USDA, APHIS 1,142.85 S; Van Diest 2,345.00 S; Van Wall 69.72 S; Verizon 400.28 S; Volunteer Fire 115.00 E; VVS Canteen 189.72 S; Walmart 1,606.57 S; B Wangler 24.25 E; Wellness Council 41.90 S; Wemhoff Refrigeration 934.27 S; West Point Implement 286.92 S; S Wortman 7.88 E; Wunderlich's 334.00 S; Zee Medical 106.69 S; Zimco 8,097.50 S. TOTAL \$1,952,628.04.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:**
 - 7.A. **Public hearing - Application of Doris R. Elifritz-Lux and Norman G. Lux dba Market 23, for Retail Class "D" Beer, Wine, and Distilled Spirits Off Sale Only liquor license and Class "K" catering license at 2620 23 Street.** Doris Elifritz-Lux explained the plans to sell wine and craft beer. No public testimony was heard. The public hearing closed and the application of Market 23 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:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Application of Douglas Wiese as manager of Eagles Club in conjunction with Class "C" liquor license.** The application of Douglas Wiese as manager of Eagles Club was approved with a motion by Bahr and a second by

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

- 13.B. Application of Robin Swearingen as manager of Walmart in conjunction with Class "D" liquor license.** The application of Robin Swearingen as manager of Walmart was approved with a motion by Schilling and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.C. Quote from Nebraska Furniture Mart in the amount of \$27,213.67 for audio/visual equipment at new police facility.** The quote from Nebraska Furniture Mart for audio/visual equipment was accepted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.D. Quote from OfficeNet in the amount of \$119,889.36 for furniture at new police facility.** The quote from OfficeNet for furniture was accepted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Quote from Electronic Engineering in the amount of \$10,726.75 for radio equipment at new police facility.** The quote from Electronic Engineering for radio equipment was accepted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Quote from RoadBuilders Machinery & Supply Co., Inc. in the amount of \$31,630 to rent equipment for flood clean-up at Quail Run Golf Course.** The quote from RoadBuilders Machinery & Supply Co., Inc. for rental equipment was accepted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.G. Comments from mayor and city council members.** Jablonski referred to the cornerstone ceremony for the new police and fire departments and commended the Mason's for the amazing service. Augustine-Schulte referred to Market 23 and thanked Doris Lux for providing a service that sells local products. Bulkley concurred with Jablonski's comments regarding the unique cornerstone ceremony.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R19-118 approving use of Frankfort Square overnight on October 17 and October 18, 2019, for Tent America 2019 event.** Jessie and Jeremiah Penn, on behalf of Word of Life Church, said they are hosting the national Tent America 2019 event and are requesting overnight use of Frankfort

- Square. Jessie pointed out that participants will be attending a couple of hours at a time throughout the night. Canopies will be used as opposed to tents and they will be respectful of the noise ordinance. Resolution No. R19-118 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE USE OF FRANKFORT SQUARE OVERNIGHT ON OCTOBER 17 AND OCTOBER 18, 2019, FOR TENT AMERICA 2019 was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R19-119 approving grant agreement with the Federal Aviation Administration for construction of Snow Removal Equipment Building at Columbus Municipal Airport.** Resolution No. R19-119 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR CONSTRUCTION FUNDING FOR THE SNOW REMOVAL EQUIPMENT BUILDING AT THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R19-120 approving agreement with the U. S. Department of the Army for rehabilitation of Loup River levee.** Resolution No. R19-120 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY FOR THE REHABILITATION OF THE LOUP RIVER LEVEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R19-121 approving agreement with Pictometry International Corporation in the amount of \$19,140.33 per year for six consecutive years for digital imagery and related online services for Engineering Department.** Resolution No. R19-121 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP. FOR DIGITAL IMAGERY AND RELATED ONLINE SERVICE AND

ACCESS IN THE AMOUNT OF \$19,140.33 PER YEAR FOR SIX CONSECUTIVE YEARS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.E. Resolution No. R19-122 approving GIS maintenance agreement with Geo-Comm, Inc. in the amount of \$15,859 effective July 1, 2019, through June 30, 2020 for Joint Communications Center.** Resolution No. R19-122 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GEO-COMM, INC. FOR GIS MAINTENANCE SERVICES IN THE AMOUNT OF \$15,859, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Kresha and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.F. Resolution No. R19-123 awarding bid to Obrist & Company, Inc. in the amount of \$698,875.75 for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).** Resolution No. R19-123 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO OBRIST & COMPANY, INC. IN THE AMOUNT OF \$698,875.75 FOR SEWER EXTENSION DISTRICT NO. 46. (LOST CREEK PARKWAY FROM 38 STREET TO WEST OF 10 AVENUE) was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.G. Resolution No. R19-124 approving change of cable television franchisee from Eagle Communications, Inc. to Eagle Broadband Investments, LLC with regard to franchise agreement.** Resolution No. R19-124 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CHANGE OF FRANCHISEE FROM EAGLE COMMUNICATIONS, INC. TO EAGLE BROADBAND INVESTMENTS, LLC; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:**

- 15.A. Ordinance No. 19-26 providing for vacation of street right-of-way of 51 Avenue from the north line of Jackson Meadows Addition to the westerly extension of the north line of Lot 2, Block B, Whispering Meadows Addition.** The rules were suspended and Ordinance No. 19-26 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, PROVIDING FOR THE VACATION OF THE RIGHT-OF-WAY OF 51 AVENUE PREVIOUSLY PLATTED FROM THE NORTH LINE OF JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK B, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-26 was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15.B. Ordinance No. 19-27 amending Section 90.043 of Chapter 90 of Title IX of Ordinance No. 05-47 (Columbus City Code) to ban miniature pigs within corporate city limits.** On its first reading, Ordinance No. 19-27 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING SECTION 90.043 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO BAN MINIATURE PIGS WITHIN THE CORPORATE CITY LIMITS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.
- 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 7:28 p.m. with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 19 day of August, 2019.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R19- 125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CONTINUING THE ENHANCED 911 SERVICE SURCHARGE FOR THE COLUMBUS/PLATTE COUNTY ENHANCED 911 SYSTEM OF \$1.00 PER MONTH ON EACH LOCAL EXCHANGE ACCESS LINE PHYSICALLY TERMINATING IN THE CITY OF COLUMBUS, NEBRASKA, 911 SERVICE AREA.

WHEREAS, the City of Columbus, Nebraska, has determined that it would be in the best interest of public safety to promote the health, safety and general welfare of citizens by providing emergency 911 telephone communications system for the territory consisting of the telephone exchange boundaries terminating at the Columbus/Platte County, Nebraska public safety answering point, having telephone prefixes of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 and any additional prefixes that may be introduced in the Columbus/Platte County service area.

WHEREAS, it would be in the best interests of those residents residing within the telephone exchange boundary as set forth above to have said emergency 911 telephone communications system available to them.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, pursuant to the Nebraska Emergency Telephone Communications Systems Act, Neb. Rev. Stat. §86-420 et.seq. (2006), as the same may from time to time be amended, that the supplier of telephone services within the City of Columbus, Columbus' designated E-911 Service Area having a telephone prefix of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 or any additional prefixes that may be introduced in the Columbus/Platte County service area as an Enhanced (E-911) Emergency telephone service supplier, be notified by the City Administrator to impose an E-911 Service surcharge on each local exchange access line, including any local exchange access line activated subsequent hereto, which physically terminates within the City of Columbus' designated E-911 service area having a telephone prefix of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 and any additional prefixes that may be introduced in the Columbus/Platte County service area in the amount of \$1.00 per month effective January 1, 2009, and continuing at the rate of \$1.00 per month until any changes otherwise requested by the City Administrator and E-911 Technical Committee is approved by the Mayor and Council 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



MEMORANDUM

DATE: August 19, 2019
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: E-911 Telephone Surcharge Resolution

RECOMMENDATION: Staff recommends that the Resolution continuing the \$1.00 per line E-911 Surcharge for Columbus/Platte County System be adopted.

DISCUSSION: This is a housekeeping measure required by Nebraska State Statutes. The rate needs to be confirmed each year prior to September 1st of each year. There is no change in the rate.

FISCAL IMPACT: This fee supports the provision of E-911 service to Columbus and Platte County per the interlocal agreement.

ALTERNATIVES: None practical at this time.

CONCURRENCE:

SIGNATURE:

DEPARTMENT HEAD: Heather Lindsley

CITY ADMINISTRATOR APPROVAL: [Signature]

RESOLUTION NO. R19- 126

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.	Fire Station	\$403,861.28
B-D Construction, Inc.	Police Station	\$511,402.27
Bierman Contracting, Inc.	E911 Communication Center	\$168,964.13
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 66,458.20
Bierman Contracting, Inc.	Wash Bay Expansion	\$ 39,945.60

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.	Fire Station	\$403,861.28
B-D Construction, Inc.	Police Station	\$511,402.27
Bierman Contracting, Inc.	E911 Communication Center	\$168,964.13
Bierman Contracting, Inc.	Frontier Park Restroom	\$ 66,458.20
Bierman Contracting, Inc.	Wash Bay Expansion	\$ 39,945.60

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:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus, NE 2424 14th Street COLUMBUS, NE 68601	PROJECT: COLUMBUS FIRE STATION COLUMBUS, NE 68601	APPLICATION NO: 12 PERIOD TO: 7/31/2019	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM (CONTRACTOR): B-D Construction, Inc. 2154 East 32nd Avenue Columbus, NE 68601	VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock 110 Armour Road North Kansas City, MO 64116	ARCHITECT'S PROJECT NO: 17081	

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,634,360.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	3,274,513.82
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	306,451.40
b. 10.00 % of Stored Material	\$	21,000.00
Total retainage (Line 5a + 5b)	\$	327,451.40
6. TOTAL EARNED LESS RETAINAGE	\$	2,947,062.42
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,543,201.14
8. CURRENT PAYMENT DUE	\$	403,861.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	4,687,297.58

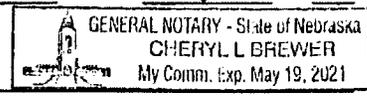
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

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

By: Bryan L. Kearney Date: 7.30.19
Bryan L. Kearney / Treasurer

State of: NE
County of: Platte
Subscribed and Sworn to before me this 30th Day of July 20 19

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



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 403,861.28

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

ARCHITECT: WSK ARCHITECTS, INC
By: [Signature] Date: 7.31.19

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.

[Signature] 8/1/19

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

Contractor's Application for Payment No. 14

	Application Period: 7-01-19 thru 7-31-19	Application Date: 7/30/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.	Page 1 of 4
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.....	\$ 57,782,583.00
2. Net change by Change Orders.....	\$ _____
3. Current Contract Price (Line 1 + 2).....	\$ 57,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$ 55,106,531.19
5. RETAINAGE:	
a. 10% X \$5,106,531.19 Work Completed.....	\$ 510,653.12
b. 10% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 510,653.12
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 54,595,878.07
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$ 54,084,475.80
8. AMOUNT DUE THIS APPLICATION.....	\$ 511,402.27
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$ 53,186,704.93

Contractor's Certification

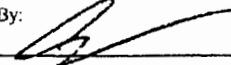
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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;

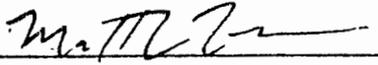
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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: 7/30/2019

Payment of: \$ 511,402.27
(Line 8 or other - attach explanation of the other amount)

is recommended by:  8/8/2019
(Date)  8/15/19

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 4 PAGES

COPY

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

PROJECT: *E911 Communications Center*

APPLICATION NO: *6.R1*

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: *July 30, 2019*

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

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 898,500.00
- 2. Net change by Change Orders \$ 159,724.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,058,224.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,048,224.00
- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ 52,411.20
(Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 52,411.20
- 6. TOTAL EARNED LESS RETAINAGE \$ 995,812.80
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 826,848.67
- 8. CURRENT PAYMENT DUE \$ 168,964.13
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 62,411.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$153,204.00	\$0.00
Total approved this Month	\$6,520.00	\$0.00
TOTALS	\$159,724.00	\$0.00
NET CHANGES by Change Order	\$159,724.00	

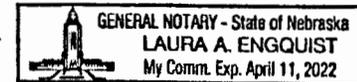
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *[Signature]* Date: July 31, 2019

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 31th 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 \$ 168,964.13

(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: 8-1-19

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

COPY

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

PROJECT: Frontier Park Restroom

APPLICATION NO: 5

Distribution to

Form with checkboxes for OWNER, ARCHITECT, CONTRACTOR

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: July 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.

Table with 2 columns: Description and Amount. Rows include Original Contract Sum, Net change by Change Orders, Contract Sum to Date, Total Completed & Stored to Date, Retainage (5% of Completed Work), Total Earned Less Retainage, Less Previous Certificates for Payment, Current Payment Due, and Balance to Finish.

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

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

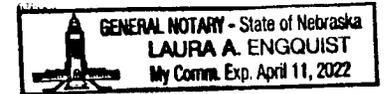
CONTRACTOR:

By: [Signature]

Date: July 30, 2019

State of: NEBRASKA County of: PLATTE
Subscribed and sworn to before me this 30th 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 \$ 66,458.20

(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: 8/5/19

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.

[Signature] 8/6/19

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

COPY

TO OWNER:
 City of Columbus
 PO Box 1677
 Columbus, NE 68602-1677

PROJECT: *Wash Bay Expansion*

APPLICATION NO: 3

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Bierman Contracting, Inc
 PO Box 1887
 Columbus, Ne 68602-1887

VIA ARCHITECT:

RVW, Inc
 PO Box 495
 Columbus, NE 68602-0495

PERIOD TO: *May 30, 2019*

PROJECT NOS: 19-009

CONTRACT FOR:

CONTRACT DATE: *December 17, 2018*

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>254,000.00</u>
2. Net change by Change Orders	\$	<u>1,901.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>255,901.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>170,356.00</u>
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	<u>17,035.60</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>17,035.60</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>153,320.40</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>113,374.80</u>
8. CURRENT PAYMENT DUE	\$	<u>39,945.60</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>102,580.60</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$1,901.00	\$0.00
TOTALS	\$1,901.00	\$0.00
NET CHANGES by Change Order	\$1,901.00	

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: *Jean W. [Signature]* Date: May 30, 2019

State of: NEBRASKA County of: PLATTE
 Subscribed and sworn to before me this 30th Day of May, 2019

Notary Public: *Traci L. Cerny*
 My Commission expires: 3-24-21



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 \$ # 39,945.60

(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: *[Signature]* Date: 8/13/19

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

[Signature] 8/14/19

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Chks
00587	AQUA-PURE INC	N	(1) 8,921.77	(0) 0.00	8,921.77
00976	AVI SYSTEMS, INC	N	(1) 6,852.49	(0) 0.00	6,852.49
03119	B-D CONSTRUCTION INC	N	(2) 915,263.55	(0) 0.00	915,263.55
00969	BIERMAN CONTRACTING INC.	N	(3) 275,367.93	(0) 0.00	275,367.93
03092	BRITE	N	(1) 8,041.00	(0) 0.00	8,041.00
00567	CITY OF COLUMBUS	N	(33) 10,960.41	(0) 0.00	10,960.41
01638	COLUMBUS FAMILY RESOURCE CTR	N	(1) 8,925.00	(0) 0.00	8,925.00
10227	CORNERSTONE BANK	N	(1) 2,500,000.00	(1) 2,500,000.00	0.00
00374	DUNBAR DOUGLAS	Y	(1) 7,574.35	(0) 0.00	7,574.35
00242	FIRST NATIONAL BANK OMAHA	N	(47) 15,154.34	(0) 0.00	15,154.34
03185	HDR ENGINEERING INC	N	(2) 83,607.85	(0) 0.00	83,607.85
00734	HUSKER AUTO	N	(1) 17,457.00	(1) 17,457.00	0.00
00822	LINCOLN WINWATER WORKS	N	(3) 13,300.90	(0) 0.00	13,300.90
03214	LOUP POWER DISTRICT	E N	(171) 124,550.85	(0) 0.00	124,550.85
03245	NORTHEAST NEBRASKA SOLID	N	(1) 69,225.89	(0) 0.00	69,225.89
00345	PETE LIEN & SONS INC.	N	(1) 5,548.39	(0) 0.00	5,548.39
01621	REGIONAL CARE INC.	N	(4) 152,535.49	(3) 103,941.50	48,593.99
02936	SARGENT DRILLING	N	(2) 8,406.68	(0) 0.00	8,406.68
03275	SECURITY EQUIPMENT INC	N	(1) 8,810.50	(0) 0.00	8,810.50
03277	SIPPLE, HANSEN, EMERSON,	Y	(1) 8,478.00	(0) 0.00	8,478.00
03280	STATE OF NEBR DEPT OF REVENUE	N	(3) 64,363.07	(0) 0.00	64,363.07
00110	SYSCO LINCOLN	N	(5) 5,198.77	(0) 0.00	5,198.77
01563	THOMSON REUTERS - WEST	N	(1) 5,298.00	(0) 0.00	5,298.00
01131	TRI-COUNTY TITLE & ESCROW COMPAN	N	(1) 26,552.00	(1) 26,552.00	0.00
01725	UNION PACIFIC RAILROAD CO	N	(1) 5,810.00	(0) 0.00	5,810.00
Grand Totals:			Total: 289 4,356,204.23	Total: 6 2,647,950.50	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
38160	A TO Z MESSAGING	08/01/2019	08/20/2019	105.00	105.00	Open	N
38161	ACE HARDWARE & GARDEN CNT	07/26/2019	08/20/2019	93.37	93.37	Open	N
38162	ACE HARDWARE & GARDEN CNT	07/26/2019	08/20/2019	54.98	54.98	Open	N
38163	ACE HARDWARE & GARDEN CNT	07/31/2019	08/20/2019	9.99	9.99	Open	N
38164	ACE HARDWARE & GARDEN CNT	08/05/2019	08/20/2019	29.78	29.78	Open	N
38165	ACE HARDWARE & GARDEN CNT	08/05/2019	08/20/2019	2.39	2.39	Open	N
38166	ACE HARDWARE & GARDEN CNT	07/26/2019	08/20/2019	119.88	119.88	Open	N
38167	ACE HARDWARE & GARDEN CNT	07/29/2019	08/20/2019	4.57	4.57	Open	N
38168	ACE HARDWARE & GARDEN CNT	07/30/2019	08/20/2019	6.78	6.78	Open	N
38169	ACE HARDWARE & GARDEN CNT	07/30/2019	08/20/2019	3.64	3.64	Open	N
38170	ACE HARDWARE & GARDEN CNT	07/31/2019	08/20/2019	21.36	21.36	Open	N
38171	ACE HARDWARE & GARDEN CNT	07/31/2019	08/20/2019	15.98	15.98	Open	N
38172	ACE HARDWARE & GARDEN CNT	08/06/2019	08/20/2019	9.59	9.59	Open	N
38173	ACE HARDWARE & GARDEN CNT	08/07/2019	08/20/2019	1.19	1.19	Open	N
38174	ACE HARDWARE & GARDEN CNT	08/07/2019	08/20/2019	134.95	134.95	Open	N
38175	ACE HARDWARE & GARDEN CNT	08/08/2019	08/20/2019	2.00	2.00	Open	N
38176	ACE HARDWARE & GARDEN CNT	08/01/2019	08/20/2019	13.68	13.68	Open	N
38177	ACE HARDWARE & GARDEN CNT	08/07/2019	08/20/2019	5.74	5.74	Open	N
38178	ACE HARDWARE & GARDEN CNT	08/08/2019	08/20/2019	7.00	7.00	Open	N
38179	ACE HARDWARE & GARDEN CNT	08/12/2019	08/20/2019	2.78	2.78	Open	N
38180	ACE HARDWARE & GARDEN CNT	08/13/2019	08/20/2019	9.95	9.95	Open	N
Total for vendor 00116 - ACE HARDWARE & GARDEN CNT:				549.60	549.60		
38182	ACE SANITATION SERVICE	07/31/2019	08/20/2019	35.00	35.00	Open	N
38183	ACE SANITATION SERVICE	07/31/2019	08/20/2019	35.00	35.00	Open	N
38184	ACE SANITATION SERVICE	07/31/2019	08/20/2019	35.00	35.00	Open	N
Total for vendor 03104 - ACE SANITATION SERVICE:				105.00	105.00		
38185	ADVANCE AUTO PARTS	08/05/2019	08/20/2019	17.09	17.09	Open	N
38186	ADVANCE AUTO PARTS	08/07/2019	08/20/2019	20.21	20.21	Open	N
38187	ADVANCE AUTO PARTS	07/31/2019	08/20/2019	9.45	9.45	Open	N
38188	ADVANCE AUTO PARTS	07/25/2019	08/20/2019	135.10	135.10	Open	N
38189	ADVANCE AUTO PARTS	08/02/2019	08/20/2019	65.48	65.48	Open	N
Total for vendor 00180 - ADVANCE AUTO PARTS:				247.33	247.33		
38191	AG SPRAY EQUIPMENT	08/09/2019	08/20/2019	133.57	133.57	Open	N
38197	ALPHAMEDIA USA LLC	08/01/2019	08/20/2019	1,575.00	1,575.00	Open	N
38190	AMERICAN LEGAL PUBLISHING CORP	08/08/2019	08/20/2019	495.00	495.00	Open	N
38195	AQUA-PURE INC	08/05/2019	08/20/2019	8,921.77	8,921.77	Open	N
38192	ARROW INTERNATIONAL INC	08/02/2019	08/20/2019	1,665.50	1,665.50	Open	N
38193	ASPHALT & CONCRETE	07/28/2019	08/20/2019	2,454.97	2,454.97	Open	N
38194	AVI SYSTEMS, INC	06/30/2019	08/20/2019	6,852.49	6,852.49	Open	N
38200	BARCO MUNICIPAL PRODUCTS	07/31/2019	08/20/2019	393.83	393.83	Open	N

Redacted invoice approved with Item 18A

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
38199	B-D CONSTRUCTION INC	07/31/2019	08/20/2019	403,861.28	403,861.28	Open	N
38378	B-D CONSTRUCTION INC	07/30/2019	08/20/2019	511,402.27	511,402.27	Open	N
	Total for vendor 03119 - B-D CONSTRUCTION INC:			915,263.55	915,263.55		
37916	BERAN JERAD AND RENA LYN	07/25/2019	08/08/2019	2,919.51	0.00	Paid	Y
38201	BIBLIOTHECA LLC	07/31/2019	08/20/2019	2,764.00	2,764.00	Open	N
38202	BIBLIOTHECA LLC	07/10/2019	08/20/2019	298.85	298.85	Open	N
	Total for vendor 02421 - BIBLIOTHECA LLC:			3,062.85	3,062.85		
38203	BIERMAN CONTRACTING INC.	07/30/2019	08/20/2019	66,458.20	66,458.20	Open	N
38204	BIERMAN CONTRACTING INC.	07/30/2019	08/20/2019	168,964.13	168,964.13	Open	N
38379	BIERMAN CONTRACTING INC.	05/30/2019	08/20/2019	39,945.60	39,945.60	Open	N
	Total for vendor 00969 - BIERMAN CONTRACTING INC.:			275,367.93	275,367.93		
38405	BLACK HILLS ENERGY	08/09/2019	08/20/2019	23.41	23.41	Open	N
38406	BLACK HILLS ENERGY	08/09/2019	08/20/2019	23.82	23.82	Open	N
38407	BLACK HILLS ENERGY	08/09/2019	08/20/2019	23.08	23.08	Open	N
38408	BLACK HILLS ENERGY	08/09/2019	08/20/2019	23.82	23.82	Open	N
38409	BLACK HILLS ENERGY	08/09/2019	08/20/2019	20.95	20.95	Open	N
38410	BLACK HILLS ENERGY	08/09/2019	08/20/2019	22.18	22.18	Open	N
38411	BLACK HILLS ENERGY	08/09/2019	08/20/2019	21.89	21.89	Open	N
38412	BLACK HILLS ENERGY	08/09/2019	08/20/2019	23.61	23.61	Open	N
38413	BLACK HILLS ENERGY	08/09/2019	08/20/2019	44.78	44.78	Open	N
38414	BLACK HILLS ENERGY	08/09/2019	08/20/2019	746.52	746.52	Open	N
38415	BLACK HILLS ENERGY	08/09/2019	08/20/2019	251.52	251.52	Open	N
38416	BLACK HILLS ENERGY	08/09/2019	08/20/2019	29.96	29.96	Open	N
38417	BLACK HILLS ENERGY	08/09/2019	08/20/2019	24.02	24.02	Open	N
38418	BLACK HILLS ENERGY	08/09/2019	08/20/2019	22.79	22.79	Open	N
38419	BLACK HILLS ENERGY	08/09/2019	08/20/2019	20.75	20.75	Open	N
38420	BLACK HILLS ENERGY	08/09/2019	08/20/2019	41.70	41.70	Open	N
	Total for vendor 03256 - BLACK HILLS ENERGY:			1,364.80	1,364.80		
38268	BOUND TREE MEDICAL LLC	08/13/2019	08/20/2019	59.37	59.37	Open	N
38205	BRITE	08/06/2019	08/20/2019	8,041.00	8,041.00	Open	N
38206	CAPSTONE PRESS INC	07/26/2019	08/20/2019	902.58	902.58	Open	N
38207	CAT'S PRO MOW	07/31/2019	08/20/2019	200.00	200.00	Open	N
38208	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	200.00	200.00	Open	N
38209	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	275.00	275.00	Open	N
38210	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	200.00	200.00	Open	N
38211	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	650.00	650.00	Open	N
38212	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	125.00	125.00	Open	N
38234	CENTER FOR MUNICIPAL SOLUTIONS	03/01/2019	08/20/2019	200.00	200.00	Open	N
	Total for vendor 02551 - CENTER FOR MUNICIPAL SOLUTIONS:			1,650.00	1,650.00		
38240	CENTRAL PARTS & MACHINE	07/11/2019	08/20/2019	32.01	32.01	Open	N
38241	CENTRAL PARTS & MACHINE	08/06/2019	08/20/2019	26.48	26.48	Open	N
38242	CENTRAL PARTS & MACHINE	08/06/2019	08/20/2019	51.92	51.92	Open	N

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38243	CENTRAL PARTS & MACHINE	07/18/2019	08/20/2019	37.50	37.50	Open	N
38244	CENTRAL PARTS & MACHINE	08/07/2019	08/20/2019	85.00	85.00	Open	N
38245	CENTRAL PARTS & MACHINE	08/06/2019	08/20/2019	12.05	12.05	Open	N
38246	CENTRAL PARTS & MACHINE	08/05/2019	08/20/2019	1.67	1.67	Open	N
38247	CENTRAL PARTS & MACHINE	08/05/2019	08/20/2019	7.98	7.98	Open	N
38248	CENTRAL PARTS & MACHINE	08/01/2019	08/20/2019	300.00	300.00	Open	N
38249	CENTRAL PARTS & MACHINE	08/01/2019	08/20/2019	300.00	300.00	Open	N
38250	CENTRAL PARTS & MACHINE	08/08/2019	08/20/2019	11.73	11.73	Open	N
38251	CENTRAL PARTS & MACHINE	08/06/2019	08/20/2019	12.93	12.93	Open	N
Total for vendor 03137 - CENTRAL PARTS & MACHINE:				879.27	879.27		
38213	CENTRAL VALLEY AG COOPERATIVE	08/02/2019	08/20/2019	356.40	356.40	Open	N
38252	CENTURY LINK	08/01/2019	08/20/2019	994.63	994.63	Open	N
38253	CHILD'S WORLD, INC	07/26/2019	08/20/2019	738.30	738.30	Open	N
38421	CITY OF COLUMBUS	07/31/2019	08/20/2019	224.56	224.56	Open	N
38422	CITY OF COLUMBUS	07/31/2019	08/20/2019	709.60	709.60	Open	N
38423	CITY OF COLUMBUS	07/31/2019	08/20/2019	99.79	99.79	Open	N
38424	CITY OF COLUMBUS	07/31/2019	08/20/2019	308.72	308.72	Open	N
38425	CITY OF COLUMBUS	07/31/2019	08/20/2019	95.26	95.26	Open	N
38426	CITY OF COLUMBUS	07/31/2019	08/20/2019	88.64	88.64	Open	N
38427	CITY OF COLUMBUS	07/31/2019	08/20/2019	121.03	121.03	Open	N
38428	CITY OF COLUMBUS	07/31/2019	08/20/2019	227.40	227.40	Open	N
38429	CITY OF COLUMBUS	07/31/2019	08/20/2019	45.34	45.34	Open	N
38430	CITY OF COLUMBUS	07/31/2019	08/20/2019	383.94	383.94	Open	N
38431	CITY OF COLUMBUS	07/31/2019	08/20/2019	40.83	40.83	Open	N
38432	CITY OF COLUMBUS	07/31/2019	08/20/2019	44.61	44.61	Open	N
38433	CITY OF COLUMBUS	07/31/2019	08/20/2019	196.36	196.36	Open	N
38434	CITY OF COLUMBUS	07/31/2019	08/20/2019	24.66	24.66	Open	N
38435	CITY OF COLUMBUS	07/31/2019	08/20/2019	196.36	196.36	Open	N
38436	CITY OF COLUMBUS	07/31/2019	08/20/2019	153.63	153.63	Open	N
38437	CITY OF COLUMBUS	07/31/2019	08/20/2019	382.35	382.35	Open	N
38438	CITY OF COLUMBUS	07/31/2019	08/20/2019	1,054.57	1,054.57	Open	N
38439	CITY OF COLUMBUS	07/31/2019	08/20/2019	23.91	23.91	Open	N
38440	CITY OF COLUMBUS	07/31/2019	08/20/2019	75.16	75.16	Open	N
38441	CITY OF COLUMBUS	07/31/2019	08/20/2019	3,831.01	3,831.01	Open	N
38442	CITY OF COLUMBUS	07/31/2019	08/20/2019	100.48	100.48	Open	N
38443	CITY OF COLUMBUS	07/31/2019	08/20/2019	1,549.96	1,549.96	Open	N
38444	CITY OF COLUMBUS	07/31/2019	08/20/2019	27.49	27.49	Open	N
38445	CITY OF COLUMBUS	07/31/2019	08/20/2019	56.92	56.92	Open	N
38446	CITY OF COLUMBUS	07/31/2019	08/20/2019	52.67	52.67	Open	N
38447	CITY OF COLUMBUS	07/31/2019	08/20/2019	28.42	28.42	Open	N
38448	CITY OF COLUMBUS	07/31/2019	08/20/2019	19.65	19.65	Open	N
38449	CITY OF COLUMBUS	07/31/2019	08/20/2019	25.04	25.04	Open	N
38450	CITY OF COLUMBUS	07/31/2019	08/20/2019	160.39	160.39	Open	N
38451	CITY OF COLUMBUS	07/31/2019	08/20/2019	243.35	243.35	Open	N
38452	CITY OF COLUMBUS	07/31/2019	08/20/2019	278.55	278.55	Open	N
38453	CITY OF COLUMBUS	07/31/2019	08/20/2019	89.76	89.76	Open	N

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Total for vendor 00567 - CITY OF COLUMBUS:				10,960.41	10,960.41		
38255	CITY OF SCOTTSBLUFF	08/10/2019	08/20/2019	6.90	6.90	Open	N
38215	CLUB PROPHET SYSTEMS	08/01/2019	08/20/2019	90.00	90.00	Open	N
38258	CNC REPAIR LLC	07/02/2019	08/20/2019	87.35	87.35	Open	N
38259	CNC REPAIR LLC	07/03/2019	08/20/2019	367.39	367.39	Open	N
38260	CNC REPAIR LLC	07/08/2019	08/20/2019	39.00	39.00	Open	N
38261	CNC REPAIR LLC	07/08/2019	08/20/2019	353.44	353.44	Open	N
38262	CNC REPAIR LLC	07/10/2019	08/20/2019	140.22	140.22	Open	N
38263	CNC REPAIR LLC	07/12/2019	08/20/2019	339.61	339.61	Open	N
38264	CNC REPAIR LLC	07/22/2019	08/20/2019	54.00	54.00	Open	N
38265	CNC REPAIR LLC	07/29/2019	08/20/2019	39.00	39.00	Open	N
38266	CNC REPAIR LLC	07/31/2019	08/20/2019	49.49	49.49	Open	N
38267	CNC REPAIR LLC	07/31/2019	08/20/2019	55.21	55.21	Open	N
Total for vendor 02542 - CNC REPAIR LLC:				1,524.71	1,524.71		
38587	COLUMBUS AREA CHAMBER OF	08/08/2019	08/20/2019	1,620.00	1,620.00	Open	N
38256	COLUMBUS COMMUNITY HOSPITAL	08/08/2019	08/20/2019	2,629.67	2,629.67	Open	N
38216	COLUMBUS CUSTOM EMBROIDERY	08/09/2019	08/20/2019	600.00	600.00	Open	N
38232	COLUMBUS CUSTOM EMBROIDERY	08/13/2019	08/20/2019	35.00	35.00	Open	N
Total for vendor 00036 - COLUMBUS CUSTOM EMBROIDERY:				635.00	635.00		
38586	COLUMBUS FAMILY RESOURCE CTR	08/01/2019	08/20/2019	8,925.00	8,925.00	Open	N
38217	COLUMBUS PLUMBING COMPANY	08/01/2019	08/20/2019	267.25	267.25	Open	N
38257	COLUMBUS TELEGRAM	08/04/2019	08/20/2019	4,910.70	4,910.70	Open	N
38236	COLUMBUS TIRE & SERVICE	07/03/2019	08/20/2019	32.00	32.00	Open	N
38237	COLUMBUS TIRE & SERVICE	08/02/2019	08/20/2019	350.50	350.50	Open	N
38238	COLUMBUS TIRE & SERVICE	08/06/2019	08/20/2019	168.30	168.30	Open	N
38239	COLUMBUS TIRE & SERVICE	08/08/2019	08/20/2019	15.00	15.00	Open	N
Total for vendor 03143 - COLUMBUS TIRE & SERVICE:				565.80	565.80		
38219	CONSOLIDATED MANAGEMENT CO	07/31/2019	08/20/2019	105.24	105.24	Open	N
38235	CONSOLIDATED MANAGEMENT CO	08/07/2019	08/20/2019	93.42	93.42	Open	N
Total for vendor 01081 - CONSOLIDATED MANAGEMENT CO:				198.66	198.66		
38220	CORE & MAIN LP	08/02/2019	08/20/2019	279.21	279.21	Open	N
37927	CORNERSTONE BANK	08/08/2019	08/08/2019	2,500,000.00	0.00	Paid	Y
38221	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	108.42	108.42	Open	N
38222	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	41.52	41.52	Open	N
38223	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	215.44	215.44	Open	N
38224	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	183.95	183.95	Open	N
38225	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	254.70	254.70	Open	N
38226	CORNHUSKER PUBLIC POWER DIST	08/01/2019	08/20/2019	155.65	155.65	Open	N
Total for vendor 03147 - CORNHUSKER PUBLIC POWER DIST:				959.68	959.68		
38227	CULLIGAN OF COLUMBUS	08/12/2019	08/20/2019	49.45	49.45	Open	N
38228	CULLIGAN OF COLUMBUS	07/31/2019	08/20/2019	70.20	70.20	Open	N

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38229	CULLIGAN OF COLUMBUS	07/31/2019	08/20/2019	13.70	13.70	Open	N
38230	CULLIGAN OF COLUMBUS	07/31/2019	08/20/2019	45.00	45.00	Open	N
38231	CULLIGAN OF COLUMBUS	07/31/2019	08/20/2019	30.00	30.00	Open	N
Total for vendor 03149 - CULLIGAN OF COLUMBUS:				208.35	208.35		
38271	DEMCO INC	07/26/2019	08/20/2019	96.96	96.96	Open	N
38269	DIGITAL-ALLY INC	08/06/2019	08/20/2019	200.00	200.00	Open	N
38272	DUNBAR DOUGLAS	07/31/2019	08/20/2019	7,574.35	7,574.35	Open	N
38270	DYMAXION RESEARCH LTD	08/07/2019	08/20/2019	324.00	324.00	Open	N
38273	EAKES OFFICE SOLUTIONS	07/31/2019	08/20/2019	390.09	390.09	Open	N
38274	EAKES OFFICE SOLUTIONS	08/04/2019	08/20/2019	1,207.29	1,207.29	Open	N
38275	EAKES OFFICE SOLUTIONS	08/05/2019	08/20/2019	272.93	272.93	Open	N
38276	EAKES OFFICE SOLUTIONS	08/09/2019	08/20/2019	23.98	23.98	Open	N
38277	EAKES OFFICE SOLUTIONS	07/31/2019	08/20/2019	90.26	90.26	Open	N
38463	EAKES OFFICE SOLUTIONS	08/14/2019	08/20/2019	161.80	161.80	Open	N
Total for vendor 03158 - EAKES OFFICE SOLUTIONS:				2,146.35	2,146.35		
38278	ELECTRICAL ENGINEERING &	08/02/2019	08/20/2019	66.10	66.10	Open	N
38279	ELECTRICAL ENGINEERING &	08/06/2019	08/20/2019	26.09	26.09	Open	N
Total for vendor 03161 - ELECTRICAL ENGINEERING &:				92.19	92.19		
38590	FASTENAL COMPANY	07/23/2019	08/20/2019	6.63	6.63	Open	N
38591	FASTENAL COMPANY	07/09/2019	08/20/2019	30.83	30.83	Open	N
38592	FASTENAL COMPANY	07/09/2019	08/20/2019	47.61	47.61	Open	N
38594	FASTENAL COMPANY	07/15/2019	08/20/2019	209.00	209.00	Open	N
38595	FASTENAL COMPANY	07/18/2019	08/20/2019	261.24	261.24	Open	N
38596	FASTENAL COMPANY	07/19/2019	08/20/2019	32.03	32.03	Open	N
38597	FASTENAL COMPANY	07/26/2019	08/20/2019	37.92	37.92	Open	N
38598	FASTENAL COMPANY	07/31/2019	08/20/2019	122.52	122.52	Open	N
38599	FASTENAL COMPANY	07/29/2019	08/20/2019	168.96	168.96	Open	N
38600	FASTENAL COMPANY	07/29/2019	08/20/2019	72.70	72.70	Open	N
38601	FASTENAL COMPANY	08/05/2019	08/20/2019	100.14	100.14	Open	N
38602	FASTENAL COMPANY	08/06/2019	08/20/2019	13.63	13.63	Open	N
38603	FASTENAL COMPANY	08/06/2019	08/20/2019	15.45	15.45	Open	N
38604	FASTENAL COMPANY	08/08/2019	08/20/2019	15.83	15.83	Open	N
38605	FASTENAL COMPANY	08/09/2019	08/20/2019	62.71	62.71	Open	N
38606	FASTENAL COMPANY	08/09/2019	08/20/2019	62.76	62.76	Open	N
38607	FASTENAL COMPANY	08/14/2019	08/20/2019	11.85	11.85	Open	N
38608	FASTENAL COMPANY	08/15/2019	08/20/2019	185.57	185.57	Open	N
Total for vendor 03165 - FASTENAL COMPANY:				1,457.38	1,457.38		
38280	FBG SERVICE CORPORATION	08/05/2019	08/20/2019	1,651.00	1,651.00	Open	N
38281	FBG SERVICE CORPORATION	08/05/2019	08/20/2019	1,442.00	1,442.00	Open	N
Total for vendor 03070 - FBG SERVICE CORPORATION:				3,093.00	3,093.00		
38282	FBINAA	08/20/2019	08/20/2019	23.00	23.00	Open	N
38286	FEDEX	08/08/2019	08/20/2019	8.40	8.40	Open	N

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38310	FIRST NATIONAL BANK	07/31/2019	08/20/2019	498.20	498.20	Open	N
37920	FIRST NATIONAL BANK OMAHA	07/11/2019	08/20/2019	30.50	30.50	Open	N
37921	FIRST NATIONAL BANK OMAHA	07/25/2019	08/20/2019	181.85	181.85	Open	N
38138	FIRST NATIONAL BANK OMAHA	07/08/2019	08/20/2019	38.34	38.34	Open	N
38139	FIRST NATIONAL BANK OMAHA	07/09/2019	08/20/2019	17.13	17.13	Open	N
38140	FIRST NATIONAL BANK OMAHA	07/10/2019	08/20/2019	6.02	6.02	Open	N
38141	FIRST NATIONAL BANK OMAHA	07/11/2019	08/20/2019	8.81	8.81	Open	N
38142	FIRST NATIONAL BANK OMAHA	07/15/2019	08/20/2019	21.21	21.21	Open	N
38143	FIRST NATIONAL BANK OMAHA	07/16/2019	08/20/2019	11.42	11.42	Open	N
38144	FIRST NATIONAL BANK OMAHA	07/17/2019	08/20/2019	19.89	19.89	Open	N
38145	FIRST NATIONAL BANK OMAHA	07/23/2019	08/20/2019	5.71	5.71	Open	N
38146	FIRST NATIONAL BANK OMAHA	07/24/2019	08/20/2019	46.50	46.50	Open	N
38147	FIRST NATIONAL BANK OMAHA	07/25/2019	08/20/2019	9.30	9.30	Open	N
38148	FIRST NATIONAL BANK OMAHA	07/12/2019	08/20/2019	300.00	300.00	Open	N
38149	FIRST NATIONAL BANK OMAHA	07/31/2019	08/20/2019	7.62	7.62	Open	N
38150	FIRST NATIONAL BANK OMAHA	07/25/2019	08/20/2019	26.03	26.03	Open	N
38151	FIRST NATIONAL BANK OMAHA	07/12/2019	08/20/2019	313.80	313.80	Open	N
38152	FIRST NATIONAL BANK OMAHA	07/12/2019	08/20/2019	213.07	213.07	Open	N
38153	FIRST NATIONAL BANK OMAHA	07/11/2019	08/20/2019	102.16	102.16	Open	N
38154	FIRST NATIONAL BANK OMAHA	07/12/2019	08/20/2019	275.00	275.00	Open	N
38155	FIRST NATIONAL BANK OMAHA	07/11/2019	08/20/2019	109.00	109.00	Open	N
38156	FIRST NATIONAL BANK OMAHA	08/06/2019	08/20/2019	101.40	101.40	Open	N
38157	FIRST NATIONAL BANK OMAHA	08/02/2019	08/20/2019	94.73	94.73	Open	N
38158	FIRST NATIONAL BANK OMAHA	07/03/2019	08/20/2019	6,351.56	6,351.56	Open	N
38159	FIRST NATIONAL BANK OMAHA	07/16/2019	08/20/2019	480.00	480.00	Open	N
38324	FIRST NATIONAL BANK OMAHA	07/30/2019	08/20/2019	225.58	225.58	Open	N
38325	FIRST NATIONAL BANK OMAHA	07/22/2019	08/20/2019	66.03	66.03	Open	N
38326	FIRST NATIONAL BANK OMAHA	07/22/2019	08/20/2019	104.74	104.74	Open	N
38327	FIRST NATIONAL BANK OMAHA	07/24/2019	08/20/2019	828.38	828.38	Open	N
38328	FIRST NATIONAL BANK OMAHA	07/25/2019	08/20/2019	66.00	66.00	Open	N
38329	FIRST NATIONAL BANK OMAHA	07/25/2019	08/20/2019	660.00	660.00	Open	N
38330	FIRST NATIONAL BANK OMAHA	08/05/2019	08/20/2019	476.60	476.60	Open	N
38331	FIRST NATIONAL BANK OMAHA	08/07/2019	08/20/2019	32.17	32.17	Open	N
38332	FIRST NATIONAL BANK OMAHA	07/10/2019	08/20/2019	53.24	53.24	Open	N
38333	FIRST NATIONAL BANK OMAHA	08/03/2019	08/20/2019	83.40	83.40	Open	N
38334	FIRST NATIONAL BANK OMAHA	08/03/2019	08/20/2019	72.36	72.36	Open	N
38335	FIRST NATIONAL BANK OMAHA	07/22/2019	08/20/2019	60.00	60.00	Open	N
38336	FIRST NATIONAL BANK OMAHA	07/16/2019	08/20/2019	30.00	30.00	Open	N
38337	FIRST NATIONAL BANK OMAHA	07/26/2019	08/20/2019	141.88	141.88	Open	N
38338	FIRST NATIONAL BANK OMAHA	07/16/2019	08/20/2019	30.00	30.00	Open	N
38339	FIRST NATIONAL BANK OMAHA	07/22/2019	08/20/2019	25.00	25.00	Open	N
38340	FIRST NATIONAL BANK OMAHA	07/24/2019	08/20/2019	99.00	99.00	Open	N
38341	FIRST NATIONAL BANK OMAHA	07/24/2019	08/20/2019	66.50	66.50	Open	N
38342	FIRST NATIONAL BANK OMAHA	07/08/2019	08/20/2019	26.10	26.10	Open	N
38343	FIRST NATIONAL BANK OMAHA	08/05/2019	08/20/2019	1,649.80	1,649.80	Open	N
38344	FIRST NATIONAL BANK OMAHA	07/08/2019	08/20/2019	50.30	50.30	Open	N
38345	FIRST NATIONAL BANK OMAHA	07/09/2019	08/20/2019	1,509.11	1,509.11	Open	N

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38588	FIRST NATIONAL BANK OMAHA	07/31/2019	08/20/2019	27.10	27.10	Open	N
	Total for vendor 00242 - FIRST NATIONAL BANK OMAHA:			15,154.34	15,154.34		
38283	FOCHT JONATHAN AND/OR ELLORIE	07/23/2019	08/20/2019	385.00	385.00	Open	N
38284	FRONTIER	07/30/2019	08/20/2019	207.76	207.76	Open	N
38459	FRONTIER	07/30/2019	08/20/2019	3,143.42	3,143.42	Open	N
	Total for vendor 00169 - FRONTIER:			3,351.18	3,351.18		
38285	FULL THROTTLE TRUCK &	07/22/2019	08/20/2019	372.92	372.92	Open	N
38287	GALE	07/26/2019	08/20/2019	11.99	11.99	Open	N
38294	GALE	07/18/2019	08/20/2019	101.21	101.21	Open	N
38295	GALE	07/17/2019	08/20/2019	97.46	97.46	Open	N
	Total for vendor 00459 - GALE:			210.66	210.66		
37918	GALLS LLC	07/23/2019	08/20/2019	31.99	31.99	Open	N
37919	GALLS LLC	07/23/2019	08/20/2019	35.24	35.24	Open	N
38296	GALLS LLC	07/19/2019	08/20/2019	24.55	24.55	Open	N
	Total for vendor 03172 - GALLS LLC:			91.78	91.78		
38297	GAVER TIRE & AUTO CENTER INC	08/05/2019	08/20/2019	140.31	140.31	Open	N
38298	GEHRING CONSTRUCTION &	07/02/2019	08/20/2019	168.13	168.13	Open	N
38299	GEHRING CONSTRUCTION &	08/01/2019	08/20/2019	796.88	796.88	Open	N
38300	GEHRING CONSTRUCTION &	08/06/2019	08/20/2019	924.38	924.38	Open	N
38301	GEHRING CONSTRUCTION &	08/08/2019	08/20/2019	232.03	232.03	Open	N
	Total for vendor 03174 - GEHRING CONSTRUCTION &:			2,121.42	2,121.42		
38291	GENERAL TRAFFIC CONTROLS INC	08/07/2019	08/20/2019	3,990.00	3,990.00	Open	N
38292	GERHOLD CONCRETE COMPANY	07/22/2019	08/20/2019	343.75	343.75	Open	N
38288	GILMORE & ASSOCIATES	07/31/2019	08/20/2019	560.00	560.00	Open	N
38289	GILMORE & ASSOCIATES	08/01/2019	08/20/2019	1,631.45	1,631.45	Open	N
	Total for vendor 00053 - GILMORE & ASSOCIATES:			2,191.45	2,191.45		
38290	GRAND ISLAND INDEPENDENT	07/25/2019	08/20/2019	486.20	486.20	Open	N
38293	GREAT PLAINS COMMUNICATIONS	08/01/2019	08/20/2019	310.00	310.00	Open	N
38302	HACH COMPANY	06/03/2019	08/20/2019	194.03	194.03	Open	N
38305	HADLEY-BRAITHWAIT COMPANY	08/06/2019	08/20/2019	73.90	73.90	Open	N
38306	HADLEY-BRAITHWAIT COMPANY	08/05/2019	08/20/2019	75.45	75.45	Open	N
38307	HADLEY-BRAITHWAIT COMPANY	08/06/2019	08/20/2019	79.90	79.90	Open	N
	Total for vendor 03183 - HADLEY-BRAITHWAIT COMPANY:			229.25	229.25		
38303	HAWKINS INC	08/01/2019	08/20/2019	2,291.84	2,291.84	Open	N
38304	HDR ENGINEERING INC	08/06/2019	08/20/2019	20,738.89	20,738.89	Open	N
38308	HDR ENGINEERING INC	08/07/2019	08/20/2019	62,868.96	62,868.96	Open	N
	Total for vendor 03185 - HDR ENGINEERING INC:			83,607.85	83,607.85		
38389	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	4.14	4.14	Open	N
38390	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	4.77	4.77	Open	N

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38391	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	0.32	0.32	Open	N
38392	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	2.23	2.23	Open	N
38393	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	4.45	4.45	Open	N
38394	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	3.82	3.82	Open	N
38395	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	1.28	1.28	Open	N
38396	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	1,072.42	1,072.42	Open	N
38397	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	24.18	24.18	Open	N
38398	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	358.96	358.96	Open	N
38399	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	14.32	14.32	Open	N
38400	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	5.09	5.09	Open	N
38401	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	3.18	3.18	Open	N
38402	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	0.32	0.32	Open	N
38403	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	4.77	4.77	Open	N
38404	HEARTLAND NATURAL GAS LLC	08/09/2019	08/20/2019	1.28	1.28	Open	N
Total for vendor 01424 - HEARTLAND NATURAL GAS LLC:				1,505.53	1,505.53		
37922	HEFTI JODI	07/21/2019	08/20/2019	19.31	19.31	Open	N
37923	HEFTI JODI	07/21/2019	08/20/2019	19.31	19.31	Open	N
37924	HEFTI JODI	07/21/2019	08/20/2019	19.31	19.31	Open	N
Total for vendor 00159 - HEFTI JODI:				57.93	57.93		
38309	HOA SOLUTIONS INC	08/06/2019	08/20/2019	526.50	526.50	Open	N
38610	HOWERTER MD MARK S	08/05/2019	08/20/2019	583.00	583.00	Open	N
38254	HUSKER AUTO	08/13/2019	08/13/2019	17,457.00	0.00	Paid	Y
38312	HY-VEE INC	07/29/2019	08/20/2019	13.96	13.96	Open	N
38313	HY-VEE INC	07/29/2019	08/20/2019	42.99	42.99	Open	N
38314	HY-VEE INC	07/18/2019	08/20/2019	30.00	30.00	Open	N
38315	HY-VEE INC	07/11/2019	08/20/2019	82.74	82.74	Open	N
38316	HY-VEE INC	07/22/2019	08/20/2019	16.98	16.98	Open	N
38317	HY-VEE INC	07/25/2019	08/20/2019	5.98	5.98	Open	N
38318	HY-VEE INC	07/25/2019	08/20/2019	8.97	8.97	Open	N
38319	HY-VEE INC	07/27/2019	08/20/2019	23.97	23.97	Open	N
38320	HY-VEE INC	08/03/2019	08/20/2019	157.64	157.64	Open	N
38321	HY-VEE INC	08/07/2019	08/20/2019	30.00	30.00	Open	N
38322	HY-VEE INC	07/21/2019	08/20/2019	74.85	74.85	Open	N
38323	HY-VEE INC	07/22/2019	08/20/2019	315.00	315.00	Open	N
Total for vendor 03192 - HY-VEE INC:				803.08	803.08		
38347	IDENTI-KIT SOLUTIONS	08/01/2019	08/20/2019	204.00	204.00	Open	N
38357	INGRAM LIBRARY SERVICES, INC	07/30/2019	08/20/2019	103.26	103.26	Open	N
38358	INGRAM LIBRARY SERVICES, INC	07/30/2019	08/20/2019	38.05	38.05	Open	N
38359	INGRAM LIBRARY SERVICES, INC	07/24/2019	08/20/2019	31.73	31.73	Open	N
38360	INGRAM LIBRARY SERVICES, INC	07/26/2019	08/20/2019	22.96	22.96	Open	N
38361	INGRAM LIBRARY SERVICES, INC	07/17/2019	08/20/2019	40.89	40.89	Open	N
38362	INGRAM LIBRARY SERVICES, INC	07/21/2019	08/20/2019	12.60	12.60	Open	N
38363	INGRAM LIBRARY SERVICES, INC	07/22/2019	08/20/2019	18.43	18.43	Open	N
38364	INGRAM LIBRARY SERVICES, INC	07/17/2019	08/20/2019	1,637.30	1,637.30	Open	N

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38365	INGRAM LIBRARY SERVICES, INC	07/22/2019	08/20/2019	890.25	890.25	Open	N
	Total for vendor 03194 - INGRAM LIBRARY SERVICES, INC:			2,795.47	2,795.47		
38348	JACKSON SERVICES INC	07/30/2019	08/20/2019	20.25	20.25	Open	N
38349	JACKSON SERVICES INC	07/30/2019	08/20/2019	58.59	58.59	Open	N
38350	JACKSON SERVICES INC	07/23/2019	08/20/2019	77.69	77.69	Open	N
38351	JACKSON SERVICES INC	07/16/2019	08/20/2019	58.59	58.59	Open	N
38352	JACKSON SERVICES INC	07/11/2019	08/20/2019	71.30	71.30	Open	N
38353	JACKSON SERVICES INC	07/09/2019	08/20/2019	77.69	77.69	Open	N
38354	JACKSON SERVICES INC	07/02/2019	08/20/2019	58.59	58.59	Open	N
	Total for vendor 03199 - JACKSON SERVICES INC:			422.70	422.70		
38355	JANICEK DANIEL	07/31/2019	08/20/2019	200.00	200.00	Open	N
37925	JOY'S UNIFORMS N MORE	03/11/2019	08/20/2019	35.00	35.00	Open	N
37926	JOY'S UNIFORMS N MORE	03/11/2019	08/20/2019	25.00	25.00	Open	N
38356	JOY'S UNIFORMS N MORE	03/20/2019	08/20/2019	10.00	10.00	Open	N
	Total for vendor 00388 - JOY'S UNIFORMS N MORE:			70.00	70.00		
38366	KELLY SUPPLY COMPANY	08/07/2019	08/20/2019	31.92	31.92	Open	N
38367	KELLY SUPPLY COMPANY	08/08/2019	08/20/2019	6.87	6.87	Open	N
38368	KELLY SUPPLY COMPANY	08/01/2019	08/20/2019	12.37	12.37	Open	N
38369	KELLY SUPPLY COMPANY	07/31/2019	08/20/2019	21.03	21.03	Open	N
38370	KELLY SUPPLY COMPANY	07/31/2019	08/20/2019	12.23	12.23	Open	N
38371	KELLY SUPPLY COMPANY	07/31/2019	08/20/2019	252.29	252.29	Open	N
38372	KELLY SUPPLY COMPANY	08/13/2019	08/20/2019	248.35	248.35	Open	N
38373	KELLY SUPPLY COMPANY	08/07/2019	08/20/2019	104.29	104.29	Open	N
	Total for vendor 03202 - KELLY SUPPLY COMPANY:			689.35	689.35		
38375	KENDIG KEAST COLLABORATIVE	07/31/2019	08/20/2019	4,106.30	4,106.30	Open	N
38570	KNTK-FM	08/01/2019	08/20/2019	500.00	500.00	Open	N
38376	KOCH EXCAVATING CO INC	07/15/2019	08/20/2019	1,457.00	1,457.00	Open	N
38374	KRATOCHVIL MICHAEL	08/01/2019	08/20/2019	37.70	37.70	Open	N
38380	LAKEVIEW SMALL ENGINE INC	07/31/2019	08/20/2019	4.95	4.95	Open	N
38381	LAKEVIEW SMALL ENGINE INC	07/10/2019	08/20/2019	49.05	49.05	Open	N
38382	LAKEVIEW SMALL ENGINE INC	08/07/2019	08/20/2019	70.60	70.60	Open	N
	Total for vendor 00012 - LAKEVIEW SMALL ENGINE INC:			124.60	124.60		
38383	LANGUAGE LINE SERVICES INC	07/31/2019	08/20/2019	133.43	133.43	Open	N
38454	LEAGUE OF NEBR MUNICIPALITIES	08/08/2019	08/20/2019	1,416.00	1,416.00	Open	N
38384	LERNER PUBLISHING GROUP	08/01/2019	08/20/2019	239.87	239.87	Open	N
38385	LINCOLN WINWATER WORKS	07/30/2019	08/20/2019	705.96	705.96	Open	N
38386	LINCOLN WINWATER WORKS	08/02/2019	08/20/2019	1,419.46	1,419.46	Open	N
	Total for vendor 00822 - LINCOLN WINWATER WORKS:			2,125.42	2,125.42		
38388	LINGO	08/01/2019	08/20/2019	51.64	51.64	Open	N
38455	LOCKE DAKOTA W.	08/08/2019	08/20/2019	51.58	51.58	Open	N
37965	LOUP POWER DISTRICT E	08/02/2019	08/20/2019	28.33	28.33	Open	N

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37966	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	250.00	250.00	Open	N
37967	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,567.68	1,567.68	Open	N
37968	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,482.48	1,482.48	Open	N
37969	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	79.83	79.83	Open	N
37970	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	102.29	102.29	Open	N
37971	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.43	25.43	Open	N
37972	LOUP POWER DISTRICT	E 07/10/2019	08/20/2019	190.59	190.59	Open	N
37973	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,451.84	1,451.84	Open	N
37974	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	34.68	34.68	Open	N
37975	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	378.34	378.34	Open	N
37976	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	42.63	42.63	Open	N
37977	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	149.38	149.38	Open	N
37978	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	4,446.16	4,446.16	Open	N
37979	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.66	28.66	Open	N
37980	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	10,901.14	10,901.14	Open	N
37981	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	4,701.28	4,701.28	Open	N
37982	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	259.00	259.00	Open	N
37983	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	166.61	166.61	Open	N
37984	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	54.46	54.46	Open	N
37985	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	48.65	48.65	Open	N
37986	LOUP POWER DISTRICT	E 07/30/2019	08/20/2019	2,122.08	2,122.08	Open	N
37987	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	128.94	128.94	Open	N
37988	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	788.09	788.09	Open	N
37989	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
37990	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	235.52	235.52	Open	N
37991	LOUP POWER DISTRICT	E 07/15/2019	08/20/2019	12.56	12.56	Open	N
37992	LOUP POWER DISTRICT	E 07/30/2019	08/20/2019	515.18	515.18	Open	N
37993	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	9.06	9.06	Open	N
37994	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.93	36.93	Open	N
37995	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	206.11	206.11	Open	N
37996	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	27.80	27.80	Open	N
37997	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	78.32	78.32	Open	N
37998	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
37999	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	79.65	79.65	Open	N
38000	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	42.31	42.31	Open	N
38001	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	128.16	128.16	Open	N
38002	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	38.44	38.44	Open	N
38003	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	97.41	97.41	Open	N
38004	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	31.77	31.77	Open	N
38005	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	352.40	352.40	Open	N
38006	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.22	36.22	Open	N
38007	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	290.40	290.40	Open	N
38008	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	68.93	68.93	Open	N
38009	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	31.39	31.39	Open	N
38010	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,379.49	1,379.49	Open	N
38011	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	330.56	330.56	Open	N
38012	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	60.97	60.97	Open	N

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38013	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	113.40	113.40	Open	N
38014	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	43.92	43.92	Open	N
38015	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	37.26	37.26	Open	N
38016	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	38.04	38.04	Open	N
38017	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	139.05	139.05	Open	N
38018	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	33.69	33.69	Open	N
38019	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	269.14	269.14	Open	N
38020	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	27.58	27.58	Open	N
38021	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	90.77	90.77	Open	N
38022	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	365.91	365.91	Open	N
38023	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38024	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	9.06	9.06	Open	N
38025	LOUP POWER DISTRICT	E 07/18/2019	08/20/2019	47.40	47.40	Open	N
38026	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	39.19	39.19	Open	N
38027	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	97.38	97.38	Open	N
38028	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	30.05	30.05	Open	N
38029	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	32.42	32.42	Open	N
38030	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.07	36.07	Open	N
38031	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	49.62	49.62	Open	N
38032	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	48.19	48.19	Open	N
38033	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	53.09	53.09	Open	N
38034	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	95.56	95.56	Open	N
38035	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	140.17	140.17	Open	N
38036	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	72.34	72.34	Open	N
38037	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.07	36.07	Open	N
38038	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	643.83	643.83	Open	N
38039	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	164.36	164.36	Open	N
38040	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	47.07	47.07	Open	N
38041	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	479.64	479.64	Open	N
38042	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	53.09	53.09	Open	N
38043	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	687.54	687.54	Open	N
38044	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	399.20	399.20	Open	N
38045	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	61.70	61.70	Open	N
38046	LOUP POWER DISTRICT	E 07/10/2019	08/20/2019	1,137.73	1,137.73	Open	N
38047	LOUP POWER DISTRICT	E 07/10/2019	08/20/2019	293.23	293.23	Open	N
38048	LOUP POWER DISTRICT	E 07/10/2019	08/20/2019	2,042.08	2,042.08	Open	N
38049	LOUP POWER DISTRICT	E 07/18/2019	08/20/2019	28.07	28.07	Open	N
38050	LOUP POWER DISTRICT	E 07/10/2019	08/20/2019	4,892.48	4,892.48	Open	N
38051	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	125.87	125.87	Open	N
38052	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	322.41	322.41	Open	N
38053	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	39.44	39.44	Open	N
38054	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	875.18	875.18	Open	N
38055	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	507.79	507.79	Open	N
38056	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	163.33	163.33	Open	N
38057	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	359.44	359.44	Open	N
38058	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	400.43	400.43	Open	N
38059	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,560.42	1,560.42	Open	N

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38060	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	977.96	977.96	Open	N
38061	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,776.15	1,776.15	Open	N
38062	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,143.35	1,143.35	Open	N
38063	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	1,373.46	1,373.46	Open	N
38064	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	291.42	291.42	Open	N
38065	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	10,433.58	10,433.58	Open	N
38066	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	8,905.22	8,905.22	Open	N
38067	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	609.80	609.80	Open	N
38068	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	33.17	33.17	Open	N
38069	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	33.60	33.60	Open	N
38070	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.23	28.23	Open	N
38071	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.22	25.22	Open	N
38072	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	197.98	197.98	Open	N
38073	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	139.20	139.20	Open	N
38074	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	57.07	57.07	Open	N
38075	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	58.00	58.00	Open	N
38076	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	35.75	35.75	Open	N
38077	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38078	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	37.69	37.69	Open	N
38079	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	119.19	119.19	Open	N
38080	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	120.95	120.95	Open	N
38081	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	37.90	37.90	Open	N
38082	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	35.11	35.11	Open	N
38083	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	35.32	35.32	Open	N
38084	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28,832.72	28,832.72	Open	N
38085	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	46.50	46.50	Open	N
38086	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	41.23	41.23	Open	N
38087	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	27.90	27.90	Open	N
38088	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38089	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	29.95	29.95	Open	N
38090	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38091	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.23	28.23	Open	N
38092	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	34.35	34.35	Open	N
38093	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	35.86	35.86	Open	N
38094	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.61	36.61	Open	N
38095	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	38.76	38.76	Open	N
38096	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	30.81	30.81	Open	N
38097	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.22	25.22	Open	N
38098	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38099	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	41.56	41.56	Open	N
38100	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.23	28.23	Open	N
38101	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	33.39	33.39	Open	N
38102	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	167.80	167.80	Open	N
38103	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	40.37	40.37	Open	N
38104	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38105	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38106	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N

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38107	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	39.62	39.62	Open	N
38108	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	40.91	40.91	Open	N
38109	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	39.41	39.41	Open	N
38110	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	36.72	36.72	Open	N
38111	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38112	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38113	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	86.60	86.60	Open	N
38114	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38115	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	25.00	25.00	Open	N
38116	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.23	28.23	Open	N
38117	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	28.12	28.12	Open	N
38118	LOUP POWER DISTRICT	E 07/25/2019	08/20/2019	59.94	59.94	Open	N
38119	LOUP POWER DISTRICT	E 07/25/2019	08/20/2019	39.51	39.51	Open	N
38120	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	91.80	91.80	Open	N
38121	LOUP POWER DISTRICT	E 07/15/2019	08/20/2019	12.56	12.56	Open	N
38122	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	105.37	105.37	Open	N
38123	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	213.30	213.30	Open	N
38124	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	202.33	202.33	Open	N
38125	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	97.62	97.62	Open	N
38126	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	64.19	64.19	Open	N
38127	LOUP POWER DISTRICT	E 07/25/2019	08/20/2019	917.32	917.32	Open	N
38128	LOUP POWER DISTRICT	E 08/02/2019	08/20/2019	46.07	46.07	Open	N
38129	LOUP POWER DISTRICT	E 07/08/2019	08/20/2019	5,971.59	5,971.59	Open	N
38487	LOUP POWER DISTRICT	E 08/08/2019	08/20/2019	216.39	216.39	Open	N
38488	LOUP POWER DISTRICT	E 08/08/2019	08/20/2019	258.91	258.91	Open	N
38489	LOUP POWER DISTRICT	E 08/08/2019	08/20/2019	1,550.64	1,550.64	Open	N
38490	LOUP POWER DISTRICT	E 08/08/2019	08/20/2019	4,892.48	4,892.48	Open	N
38491	LOUP POWER DISTRICT	E 08/08/2019	08/20/2019	1,015.58	1,015.58	Open	N
38492	LOUP POWER DISTRICT	E 07/22/2019	08/20/2019	1,372.98	1,372.98	Open	N
Total for vendor 03214 - LOUP POWER DISTRICT			E:	124,550.85	124,550.85		
38479	M & L INC	08/01/2019	08/20/2019	4,197.82	4,197.82	Open	N
38609	MAIL PREP ETC	08/05/2019	08/20/2019	2,506.09	2,506.09	Open	N
38476	MAILBOX	07/30/2019	08/20/2019	9.43	9.43	Open	N
38477	MAILBOX	07/30/2019	08/20/2019	10.46	10.46	Open	N
38478	MAILBOX	07/22/2019	08/20/2019	9.81	9.81	Open	N
Total for vendor 03217 - MAILBOX:				29.70	29.70		
38233	MARLEY'S ELECTRIC-CCE	07/31/2019	08/20/2019	295.00	295.00	Open	N
38466	MARLEY'S ELECTRIC-CCE	07/31/2019	08/20/2019	258.05	258.05	Open	N
Total for vendor 02578 - MARLEY'S ELECTRIC-CCE:				553.05	553.05		
38464	MATHESON-LINWELD	07/31/2019	08/20/2019	23.56	23.56	Open	N
38465	MATHESON-LINWELD	08/01/2019	08/20/2019	36.40	36.40	Open	N
Total for vendor 03212 - MATHESON-LINWELD:				59.96	59.96		
37928	MENARDS	08/01/2019	08/08/2019	11.98	11.98	Open	N

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37318	MENARDS	07/10/2019	08/20/2019	8.12	8.12	Open	N
37319	MENARDS	07/09/2019	08/20/2019	51.73	51.73	Open	N
37320	MENARDS	07/09/2019	08/20/2019	92.65	92.65	Open	N
37321	MENARDS	07/11/2019	08/20/2019	85.51	85.51	Open	N
37322	MENARDS	07/11/2019	08/20/2019	11.10	11.10	Open	N
37421	MENARDS	07/17/2019	08/20/2019	20.95	20.95	Open	N
37422	MENARDS	07/15/2019	08/20/2019	13.46	13.46	Open	N
37423	MENARDS	07/08/2019	08/20/2019	8.96	8.96	Open	N
37424	MENARDS	07/08/2019	08/20/2019	29.46	29.46	Open	N
37425	MENARDS	07/11/2019	08/20/2019	24.98	24.98	Open	N
37426	MENARDS	07/12/2019	08/20/2019	50.76	50.76	Open	N
37427	MENARDS	07/12/2019	08/20/2019	5.99	5.99	Open	N
37929	MENARDS	08/01/2019	08/20/2019	76.98	76.98	Open	N
37930	MENARDS	08/01/2019	08/20/2019	10.47	10.47	Open	N
37931	MENARDS	07/30/2019	08/20/2019	54.37	54.37	Open	N
37932	MENARDS	07/31/2019	08/20/2019	6.71	6.71	Open	N
37933	MENARDS	07/31/2019	08/20/2019	49.68	49.68	Open	N
37934	MENARDS	07/31/2019	08/20/2019	76.45	76.45	Open	N
37935	MENARDS	07/26/2019	08/20/2019	38.05	38.05	Open	N
37936	MENARDS	07/23/2019	08/20/2019	5.07	5.07	Open	N
37937	MENARDS	07/05/2019	08/20/2019	63.49	63.49	Open	N
37938	MENARDS	07/16/2019	08/20/2019	21.96	21.96	Open	N
37939	MENARDS	07/19/2019	08/20/2019	35.64	35.64	Open	N
37940	MENARDS	07/03/2019	08/20/2019	29.94	29.94	Open	N
37941	MENARDS	07/18/2019	08/20/2019	20.75	20.75	Open	N
37942	MENARDS	07/09/2019	08/20/2019	176.94	176.94	Open	N
37943	MENARDS	07/16/2019	08/20/2019	19.92	19.92	Open	N
37944	MENARDS	07/02/2019	08/20/2019	39.65	39.65	Open	N
37945	MENARDS	07/08/2019	08/20/2019	211.76	211.76	Open	N
37946	MENARDS	07/08/2019	08/20/2019	330.85	330.85	Open	N
37947	MENARDS	07/08/2019	08/20/2019	5.52	5.52	Open	N
37948	MENARDS	07/15/2019	08/20/2019	21.28	21.28	Open	N
37949	MENARDS	07/09/2019	08/20/2019	47.95	47.95	Open	N
37950	MENARDS	07/05/2019	08/20/2019	6.72	6.72	Open	N
37951	MENARDS	07/05/2019	08/20/2019	67.76	67.76	Open	N
37952	MENARDS	07/17/2019	08/20/2019	5.74	5.74	Open	N
37953	MENARDS	07/18/2019	08/20/2019	100.65	100.65	Open	N
37954	MENARDS	07/22/2019	08/20/2019	15.99	15.99	Open	N
37955	MENARDS	07/22/2019	08/20/2019	21.73	21.73	Open	N
37956	MENARDS	07/24/2019	08/20/2019	18.32	18.32	Open	N
37957	MENARDS	07/25/2019	08/20/2019	65.68	65.68	Open	N
37958	MENARDS	07/25/2019	08/20/2019	108.16	108.16	Open	N
37959	MENARDS	07/25/2019	08/20/2019	179.99	179.99	Open	N
37960	MENARDS	07/25/2019	08/20/2019	28.85	28.85	Open	N
37961	MENARDS	08/05/2019	08/20/2019	14.99	14.99	Open	N
37962	MENARDS	08/05/2019	08/20/2019	100.87	100.87	Open	N
Total for vendor 03220 - MENARDS:				2,494.53	2,494.53		

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38467	MID-AMERICAN RESEARCH	07/31/2019	08/20/2019	588.00	588.00	Open	N
38474	MID-AMERICAN SIGNAL INC	05/23/2019	08/20/2019	294.00	294.00	Open	N
38475	MIDWEST LABORATORIES INC	08/02/2019	08/20/2019	529.40	529.40	Open	N
38471	MIDWEST MACHINE & TOOL INC	07/30/2019	08/20/2019	225.00	225.00	Open	N
38472	MIDWEST MACHINE & TOOL INC	08/01/2019	08/20/2019	140.00	140.00	Open	N
	Total for vendor 00192 - MIDWEST MACHINE & TOOL INC:			365.00	365.00		
38468	MIDWEST TAPE LLC	07/26/2019	08/20/2019	37.99	37.99	Open	N
38469	MIDWEST TAPE LLC	08/02/2019	08/20/2019	39.99	39.99	Open	N
38470	MIDWEST TAPE LLC	08/09/2019	08/20/2019	42.99	42.99	Open	N
	Total for vendor 00487 - MIDWEST TAPE LLC:			120.97	120.97		
38473	MOUNTAIN VIEW LLC DBA PMT	07/31/2019	08/20/2019	375.00	375.00	Open	N
38585	MUELLER SHANE	08/01/2019	08/20/2019	146.50	146.50	Open	N
38480	NAPA AUTO PARTS OF COLUMBUS	07/29/2019	08/20/2019	9.49	9.49	Open	N
38486	NAPE	08/01/2019	08/20/2019	150.00	150.00	Open	N
38484	NEBRASKA FIRE CHIEFS	07/31/2019	08/20/2019	50.00	50.00	Open	N
38481	NEBRASKA LAW ENFORCEMENT	08/04/2019	08/20/2019	40.00	40.00	Open	N
38482	NEBRASKA LAW ENFORCEMENT	07/30/2019	08/20/2019	40.00	40.00	Open	N
	Total for vendor 03233 - NEBRASKA LAW ENFORCEMENT:			80.00	80.00		
38485	NFPA	08/07/2019	08/20/2019	142.95	142.95	Open	N
38584	NORTHEAST NEBRASKA SOLID	07/31/2019	08/20/2019	69,225.89	69,225.89	Open	N
38483	NORTHWEST ELECTRIC LLC	08/01/2019	08/20/2019	20.00	20.00	Open	N
38593	OBERG LOCKSMITH	07/11/2019	08/20/2019	12.39	12.39	Open	N
38496	OCCUPATIONAL HEALTH SERV	07/31/2019	08/20/2019	475.00	475.00	Open	N
38495	OCLC, INC	07/31/2019	08/20/2019	1,218.43	1,218.43	Open	N
38497	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	47.00	47.00	Open	N
38498	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	47.00	47.00	Open	N
38499	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	47.00	47.00	Open	N
38500	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	47.00	47.00	Open	N
38501	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	52.00	52.00	Open	N
38502	OLSON'S PEST TECHNICIANS	08/05/2019	08/20/2019	47.00	47.00	Open	N
	Total for vendor 02852 - OLSON'S PEST TECHNICIANS:			287.00	287.00		
38507	OMAHA WORLD HERALD	08/04/2019	08/20/2019	800.00	800.00	Open	N
38503	ONE CALL CONCEPTS INC	07/31/2019	08/20/2019	315.07	315.07	Open	N
38504	ONE SOURCE	07/31/2019	08/20/2019	22.00	22.00	Open	N
38505	ONE SOURCE	07/31/2019	08/20/2019	93.20	93.20	Open	N
	Total for vendor 01307 - ONE SOURCE:			115.20	115.20		
38493	O'REILLY AUTOMOTIVE INC	07/11/2019	08/20/2019	32.56	32.56	Open	N
38520	O'REILLY AUTOMOTIVE INC	07/11/2019	08/20/2019	14.99	14.99	Open	N
	Total for vendor 00176 - O'REILLY AUTOMOTIVE INC:			47.55	47.55		
38506	OVERHEAD DOOR COMPANY	07/30/2019	08/20/2019	31.28	31.28	Open	N
38509	PARAGON CONSULTING SERVICES	07/31/2019	08/20/2019	115.00	115.00	Open	N

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38510	PETE LIEN & SONS INC.	07/25/2019	08/20/2019	5,548.39	5,548.39	Open	N
38130	PETTY CASH	07/15/2019	08/20/2019	25.00	25.00	Open	N
38131	PETTY CASH	08/02/2019	08/20/2019	15.00	15.00	Open	N
38132	PETTY CASH	06/22/2019	08/20/2019	7.54	7.54	Open	N
38133	PETTY CASH	07/23/2019	08/20/2019	15.84	15.84	Open	N
38134	PETTY CASH	07/23/2019	08/20/2019	7.63	7.63	Open	N
38135	PETTY CASH	08/09/2019	08/20/2019	9.16	9.16	Open	N
38136	PETTY CASH	08/07/2019	08/20/2019	1.01	1.01	Open	N
38137	PETTY CASH	08/07/2019	08/20/2019	6.60	6.60	Open	N
38346	PETTY CASH	08/13/2019	08/20/2019	4.16	4.16	Open	N
Total for vendor 03258 - PETTY CASH:				91.94	91.94		
38511	PICKINPAUGH RYAN	07/20/2019	08/20/2019	31.00	31.00	Open	N
38508	PIONEER HOOK & LADDER CO	07/14/2019	08/20/2019	90.26	90.26	Open	N
38512	PIONEER MANUFACTURING CO, INC	07/30/2019	08/20/2019	963.00	963.00	Open	N
38611	PLATTE COUNTY	08/05/2019	08/20/2019	3,022.07	3,022.07	Open	N
38517	PLATTE VALLEY COMMUNICATIONS	07/03/2019	08/20/2019	854.36	854.36	Open	N
38514	PRESTOX	08/05/2019	08/20/2019	47.00	47.00	Open	N
38515	PRESTOX	08/05/2019	08/20/2019	45.00	45.00	Open	N
Total for vendor 03261 - PRESTOX:				92.00	92.00		
38567	PRODUCTIVITY PLUS ACCT-TITAN	07/31/2019	08/20/2019	13.12	13.12	Open	N
38516	PULSE TECHNOLOGY PARTNERS LLC	08/02/2019	08/20/2019	519.00	519.00	Open	N
38513	PYRAMID TARP & REPAIR LLC	07/31/2019	08/20/2019	698.50	698.50	Open	N
38518	RECREATION SUPPLY COMPANY	08/01/2019	08/20/2019	590.58	590.58	Open	N
37915	REGIONAL CARE INC.	07/25/2019	08/08/2019	53,889.99	0.00	Paid	Y
37964	REGIONAL CARE INC.	08/09/2019	08/09/2019	47,242.94	0.00	Paid	Y
38614	REGIONAL CARE INC.	08/13/2019	08/14/2019	2,597.53	0.00	Paid	Y
38613	REGIONAL CARE INC.	08/15/2019	08/16/2019	48,805.03	0.00	Paid	Y
Total for vendor 01621 - REGIONAL CARE INC.:				152,535.49	0.00		
38519	ROURKE EDUCATIONAL MEDIA	07/30/2019	08/20/2019	182.55	182.55	Open	N
38521	SAPP BROS COLUMBUS INC	07/07/2019	08/20/2019	111.04	111.04	Open	N
38522	SAPP BROS COLUMBUS INC	07/22/2019	08/20/2019	47.34	47.34	Open	N
38523	SAPP BROS COLUMBUS INC	07/05/2019	08/20/2019	369.98	369.98	Open	N
38524	SAPP BROS COLUMBUS INC	07/13/2019	08/20/2019	105.00	105.00	Open	N
38525	SAPP BROS COLUMBUS INC	07/21/2019	08/20/2019	89.27	89.27	Open	N
38526	SAPP BROS COLUMBUS INC	07/22/2019	08/20/2019	49.66	49.66	Open	N
38527	SAPP BROS COLUMBUS INC	07/05/2019	08/20/2019	201.03	201.03	Open	N
38528	SAPP BROS COLUMBUS INC	07/12/2019	08/20/2019	165.31	165.31	Open	N
38529	SAPP BROS COLUMBUS INC	07/25/2019	08/20/2019	132.03	132.03	Open	N
Total for vendor 03270 - SAPP BROS COLUMBUS INC:				1,270.66	1,270.66		
38530	SAPP BROS PETROLEUM INC	07/30/2019	08/20/2019	4,348.00	4,348.00	Open	N
38531	SARGENT DRILLING	07/30/2019	08/20/2019	2,060.50	2,060.50	Open	N
38532	SARGENT DRILLING	07/30/2019	08/20/2019	6,346.18	6,346.18	Open	N
Total for vendor 02936 - SARGENT DRILLING:				8,406.68	8,406.68		

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 08/07/2019 - 08/20/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
38536	SECURITY EQUIPMENT INC	07/30/2019	08/20/2019	8,810.50	8,810.50	Open	N
38533	SERVICEMASTER BY SHEVLIN	08/01/2019	08/20/2019	2,085.00	2,085.00	Open	N
38534	SERVICEMASTER BY SHEVLIN	08/12/2019	08/20/2019	292.90	292.90	Open	N
	Total for vendor 00465 - SERVICEMASTER BY SHEVLIN:			2,377.90	2,377.90		
38535	SETTJE PLUMBING	07/31/2019	08/20/2019	163.58	163.58	Open	N
38543	SHERWIN-WILLIAMS CO	07/31/2019	08/20/2019	211.78	211.78	Open	N
38537	SHEVLIN SUPPLY	08/06/2019	08/20/2019	338.70	338.70	Open	N
38538	SHEVLIN SUPPLY	08/01/2019	08/20/2019	93.62	93.62	Open	N
	Total for vendor 01090 - SHEVLIN SUPPLY:			432.32	432.32		
38542	SIPPLE, HANSEN, EMERSON,	08/09/2019	08/20/2019	8,478.00	8,478.00	Open	N
38539	SOUTHERN CARLSON INC.	08/02/2019	08/20/2019	6.85	6.85	Open	N
38460	STATE OF NEBR DEPT OF REVENUE	07/30/2019	08/20/2019	49,413.90	49,413.90	Open	N
38461	STATE OF NEBR DEPT OF REVENUE	07/30/2019	08/20/2019	3,841.73	3,841.73	Open	N
38462	STATE OF NEBR DEPT OF REVENUE	07/30/2019	08/20/2019	11,107.44	11,107.44	Open	N
	Total for vendor 03280 - STATE OF NEBR DEPT OF REVENUE:			64,363.07	64,363.07		
38540	STEINER MICHAEL	07/08/2019	08/20/2019	71.92	71.92	Open	N
38544	SUPER SAVER	08/01/2019	08/20/2019	28.76	28.76	Open	N
38545	SUPER SAVER	08/09/2019	08/20/2019	78.09	78.09	Open	N
	Total for vendor 00105 - SUPER SAVER:			106.85	106.85		
38546	SYSCO LINCOLN	08/09/2019	08/20/2019	519.62	519.62	Open	N
38547	SYSCO LINCOLN	08/07/2019	08/20/2019	556.29	556.29	Open	N
38548	SYSCO LINCOLN	08/02/2019	08/20/2019	1,558.07	1,558.07	Open	N
38549	SYSCO LINCOLN	08/02/2019	08/20/2019	820.63	820.63	Open	N
38550	SYSCO LINCOLN	08/09/2019	08/20/2019	1,744.16	1,744.16	Open	N
	Total for vendor 00110 - SYSCO LINCOLN:			5,198.77	5,198.77		
38218	TELECOMMUNICATION SYSTEMS INC.	08/08/2019	08/20/2019	1,554.00	1,554.00	Open	N
38573	THIEM SHEILA E	08/07/2019	08/20/2019	89.75	89.75	Open	N
38551	THOMSON REUTERS - WEST	08/04/2019	08/20/2019	5,298.00	5,298.00	Open	N
38541	TIME WARNER CABLE	08/01/2019	08/20/2019	8.37	8.37	Open	N
37411	TIRE OUTLET INC	07/15/2019	08/20/2019	56.00	56.00	Open	N
37738	TIRE OUTLET INC	07/18/2019	08/20/2019	419.00	419.00	Open	N
37739	TIRE OUTLET INC	07/17/2019	08/20/2019	40.00	40.00	Open	N
37850	TIRE OUTLET INC	07/26/2019	08/20/2019	54.00	54.00	Open	N
38552	TIRE OUTLET INC	07/25/2019	08/20/2019	120.00	120.00	Open	N
38553	TIRE OUTLET INC	07/09/2019	08/20/2019	120.00	120.00	Open	N
38554	TIRE OUTLET INC	07/23/2019	08/20/2019	45.00	45.00	Open	N
38555	TIRE OUTLET INC	07/24/2019	08/20/2019	285.00	285.00	Open	N
38556	TIRE OUTLET INC	07/25/2019	08/20/2019	30.00	30.00	Open	N
38557	TIRE OUTLET INC	07/10/2019	08/20/2019	60.00	60.00	Open	N
38558	TIRE OUTLET INC	07/12/2019	08/20/2019	30.00	30.00	Open	N
38559	TIRE OUTLET INC	07/15/2019	08/20/2019	10.00	10.00	Open	N
38560	TIRE OUTLET INC	07/16/2019	08/20/2019	90.00	90.00	Open	N

INVOICE REGISTER REPORT FOR COLUMBUS, NE
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 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
38561	TIRE OUTLET INC	07/16/2019	08/20/2019	5.00	5.00	Open	N
38562	TIRE OUTLET INC	07/02/2019	08/20/2019	90.00	90.00	Open	N
38563	TIRE OUTLET INC	07/05/2019	08/20/2019	30.00	30.00	Open	N
38564	TIRE OUTLET INC	07/06/2019	08/20/2019	30.00	30.00	Open	N
38565	TIRE OUTLET INC	07/08/2019	08/20/2019	30.00	30.00	Open	N
38566	TIRE OUTLET INC	07/09/2019	08/20/2019	10.00	10.00	Open	N
	Total for vendor 03128 - TIRE OUTLET INC:			1,554.00	1,554.00		
38568	TM CLEANING	08/01/2019	08/20/2019	200.00	200.00	Open	N
38569	TM CLEANING	07/01/2019	08/20/2019	200.00	200.00	Open	N
	Total for vendor 01435 - TM CLEANING:			400.00	400.00		
38612	TOTALFUNDS	08/13/2019	08/20/2019	1,000.00	1,000.00	Open	N
37917	TRI-COUNTY TITLE & ESCROW COMPANY	08/08/2019	08/08/2019	26,552.00	0.00	Paid	Y
38311	TROUBA JEROD	07/23/2019	08/20/2019	604.25	604.25	Open	N
38181	TURFWERKS	08/12/2019	08/20/2019	56.01	56.01	Open	N
38571	TYPHOON WASH	07/19/2019	08/20/2019	7.50	7.50	Open	N
38572	TYPHOON WASH	07/27/2019	08/20/2019	7.50	7.50	Open	N
	Total for vendor 00384 - TYPHOON WASH:			15.00	15.00		
38589	UNION PACIFIC RAILROAD CO	08/08/2019	08/20/2019	5,810.00	5,810.00	Open	N
38583	US CELLULAR	07/28/2019	08/20/2019	42.90	42.90	Open	N
38575	USA BLUE BOOK	07/23/2019	08/20/2019	206.50	206.50	Open	N
38574	VERIZON CONNECT NWF, INC.	08/01/2019	08/20/2019	126.80	126.80	Open	N
38456	VERIZON WIRELESS	07/26/2019	08/20/2019	643.31	643.31	Open	N
38457	VERIZON WIRELESS	08/05/2019	08/20/2019	400.16	400.16	Open	N
38458	VERIZON WIRELESS	07/26/2019	08/20/2019	1,996.17	1,996.17	Open	N
	Total for vendor 01181 - VERIZON WIRELESS:			3,039.64	3,039.64		
38377	VOLUNTEER FIRE DEPARTMENT	08/12/2019	08/20/2019	210.00	210.00	Open	N
38582	WASTE CONNECTIONS OF NEBRASKA	08/01/2019	08/20/2019	195.00	195.00	Open	N
38576	WEST POINT IMPLEMENT OF	07/30/2019	08/20/2019	679.57	679.57	Open	N
38577	WEST POINT IMPLEMENT OF	07/31/2019	08/20/2019	38.31	38.31	Open	N
38578	WEST POINT IMPLEMENT OF	07/31/2019	08/20/2019	85.58	85.58	Open	N
	Total for vendor 00385 - WEST POINT IMPLEMENT OF:			803.46	803.46		
38579	ZEE MEDICAL SERVICE	08/02/2019	08/20/2019	60.60	60.60	Open	N
38580	ZEE MEDICAL SERVICE	08/02/2019	08/20/2019	124.25	124.25	Open	N
38581	ZEE MEDICAL SERVICE	08/09/2019	08/20/2019	68.85	68.85	Open	N
	Total for vendor 03305 - ZEE MEDICAL SERVICE:			253.70	253.70		
# of Invoices:	712	# Due:	704	Totals:	4,464,465.25	1,765,001.25	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					4,464,465.25	1,765,001.25	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			2,766,437.72	246,061.21		
	160 - PLATTE CO LIBRARY SERVICE			1,552.01	1,552.01		
	200 - STREETS/ENGINEERING			86,976.10	60,424.10		
	205 - AIRPORT			3,162.55	3,162.55		
	211 - 1/2 CENT SALES TAX			1,106,248.94	1,106,248.94		
	220 - E911			1,364.23	1,364.23		
	221 - WIRELESS E911			947.57	947.57		
	225 - EC-911 EQUIPMENT SHARING			1,554.00	1,554.00		
	500 - UTILITY SERVICE			156,780.38	156,780.38		
	520 - WATER			105,971.58	105,971.58		
	560 - STORMWATER UTILITY			2,186.38	2,186.38		
	570 - SOLID WASTE DIVISION			77,128.30	77,128.30		
	600 - HEALTH INSURANCE			97,667.97	1,620.00		
	999 - PAYROLL CLEARING			56,487.52	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			2,558,107.52	1,620.00		
	100 - GENERAL ADMINISTRATION			32,495.32	32,495.32		
	102 - COLUMBUS AREA TRANSIT			535.11	535.11		
	103 - COLUMBUS COMMUNITY CENTER			12,375.43	12,375.43		
	106 - CITY CLERK			472.00	472.00		
	107 - MAYOR/COUNCIL			944.00	944.00		
	110 - POLICE			26,399.62	26,399.62		
	112 - ANIMAL CONTROL			3,611.78	692.27		
	120 - FIRE			7,244.84	7,244.84		
	121 - RESCUE			9,342.11	9,342.11		
	125 - VOLUNTEER FIRE DEPARTMENT			871.97	871.97		
	130 - LIBRARY			22,398.58	22,398.58		
	140 - CEMETERY			405.98	405.98		
	145 - COMMUNITY DEVELOPMENT			17,658.83	201.83		
	150 - PARKS			77,546.63	77,546.63		
	151 - PAWNEE PLUNGE WATER PARK			30,367.43	30,367.43		
	152 - AQUATIC CENTER POOL			6,914.17	6,914.17		
	155 - VAN BERG GOLF			5,481.13	5,481.13		
	156 - QUAIL RUN GOLF			11,372.79	11,372.79		
	160 - PLATTE CO LIBRARY SERVICE			1,552.01	1,552.01		
	200 - STREETS			86,976.10	60,424.10		
	205 - AIRPORT			3,162.55	3,162.55		
	211 - 1/2 CENT SALES TAX			1,106,248.94	1,106,248.94		
	220 - E911			1,364.23	1,364.23		
	221 - WIRELESS E911			947.57	947.57		
	225 - EC-911 EQUIPMENT SHARING			1,554.00	1,554.00		
	500 - SANITARY SEWER			61,837.25	61,837.25		

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY DEPT/ACTIVITY ---							
	501 - WASTEWATER TREATMENT FAC			94,943.13	94,943.13		
	520 - WATER			92,495.40	92,495.40		
	522 - SUPERFUND PROJECT			13,476.18	13,476.18		
	560 - STORMWATER UTILITY			2,186.38	2,186.38		
	570 - TRANSFER STATION			77,128.30	77,128.30		
	600 - HEALTH INSURANCE			96,047.97	0.00		

**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, August 19, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Deer Run Estates Second Subdivision, Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska, (5800 block of Shady Lake Road) and at said time and place you may appear and be heard.

Dated this 8 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 08:08:19
One Affidavit of Publication

The City of **Columbus**

MEMORANDUM

DATE: August 8, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Deer Run Estates Second Subdivision -- Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Deer Run Estates Subdivision as it is consistent with the preliminary plat; amenable with the adjacent land use consisting of residential development, future land use; and is in accordance with the Land Development Ordinance 96-08 as amended.

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.

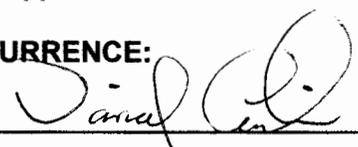
FISCAL IMPACT:

Minor costs for associated utility main extensions.

ALTERNATIVE:

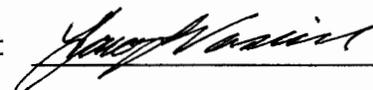
Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By: Richard J. Bogus _____

Approved By:  _____

MAJOR SUBDIVISION/ADDITION APPLICATION

PRELIMINARY / FINAL (Circle One)

DATE: July 22, 2019

NAME OF SUBDIVISION: Deer Run Estates Second Subdivision

NAME OF APPLICANT: Meadow Ridge Properties, LLC

ADDRESS OF APPLICANT: 4811 37th Street

Columbus, NE 68601

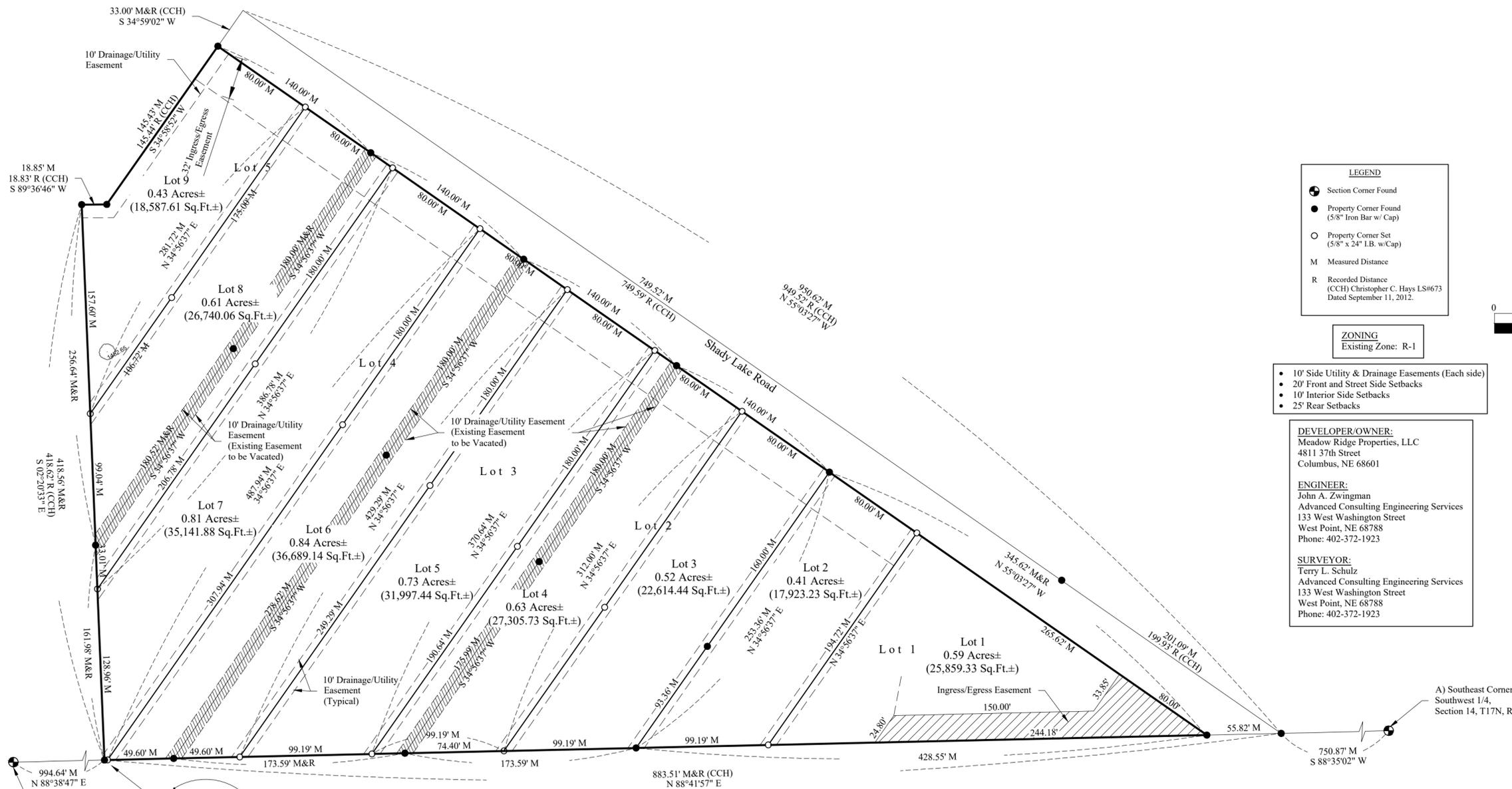
NUMBER OF LOTS IN SUBDIVISION: 9

ADDRESS OF SUBDIVISION: Deer Run Estates Subdivision

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 SECOND SUBDIVISION
A Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska



LEGEND

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

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

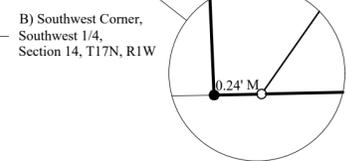
ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

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

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

0 30 60 120
SCALE IN FEET

Situation Sketch
R-1-W
T-17-N
SECTION 14
Platte County, Nebraska



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 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 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 _____

DEDICATION
I, Charles Seadschlag, Meadow Ridge Properties, LLC, owner of the described property, DEER RUN ESTATES SECOND SUBDIVISION hereby dedicate for the use and benefit of the public, the 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, DEER RUN ESTATES SECOND SUBDIVISION, 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 DEER RUN ESTATES SECOND SUBDIVISION, 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 DEER RUN ESTATES SECOND SUBDIVISION, 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 DEER RUN ESTATES SECOND SUBDIVISION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2019.

School Superintendent _____



RESOLUTION NO. R19- 127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO DEER RUN ESTATES SECOND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS THE DEER RUN ESTATES SECOND SUBDIVISION TO THE CITY COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING AND ACCEPTING THE DEER RUN ESTATES SECOND SUBDIVISION 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 SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS SUBDIVISION.

WHEREAS, Meadow Ridge Properties, LLC, a Nebraska Limited Liability Company, is the Owner of the following-described real estate:

Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska, all of which is presently a platted tract of land which is located within 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 Deer Run Estates Second Subdivision 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 Subdivision, all as provided by law, and bearing the certificate of Terry L. Schulz, RLS #550, under the date June 17, 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 Subdivision and to pay all costs for laying such water and sewer mains with the Subdivision 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 Subdivision 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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Subdivision to the City of Columbus, Nebraska; and

WHEREAS, a Development Agreement has been prepared for said Subdivision setting forth in the agreement between the City of Columbus and the Subdivision, 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 held a public hearing on the approval of the Final Plat of said Subdivision, and following such public hearing, and having heard all persons appearing at such hearing approved said Final Plat.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for the Deer Run Estates Second Subdivision 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, 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 Deer Run Estates Second Subdivision 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

DEER RUN ESTATES SECOND SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on August ____, 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 DEER RUN ESTATES SECOND SUBDIVISION, 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, Subdivider will not oppose the inclusion of the Area to be Developed into the corporate City Limits; 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 5.58 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.

K. Subdivider agrees to complete and submit to the City a Floodplain Development Permit prior to any disturbance or work within the FEMA designated floodplain.

L. Subdivider agrees to not object to the creation of a Street Improvement District to reconstruct and widen 23rd Street / Shady Lake Road.

M. Subdivider shall provide prior to any work, a Floodplain Development Permit for work in the floodplain and if applicable a separate permit for the floodway. No work shall be done in the floodway without a No Rise Certificate from a qualified State of Nebraska Registered Engineer.

N. 23rd Street / Shady Lake Road is a collector / arterial-type of roadway, thus driveway access will be limited to a maximum of two locations for the platted lots. Driveways may be shared at the common lot lines or a private frontage road along all of the lots.

SECTION II

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

SECTION III

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

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

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

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right

to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdivider and if said request receives a favorable

**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, August 19, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow resource extraction on the following described real estate in an "RR" (Rural Residential District) zone: 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 (in vicinity of 5400 block of 34 Street on north side) and at said time and place you may appear and be heard.

Dated this 8 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 08:08:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: August 8, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to Allow Resource Extraction

RECOMMENDATION:

I recommend approval of the Special Use permit for Meadow Ridge Properties to allow resource extraction in an RR zoning district. Resource Extraction is permitted in the RR zoning district with Special Use permit approval and the applicant will meet State and Federal regulations.

DISCUSSION:

We have received an application for a Special Use Permit to allow Resource Extraction on property that is zoned RR and located in the vicinity of the 5400 block of 34th Street on the north side. The applicant intends to use the fill for the development of residential properties.

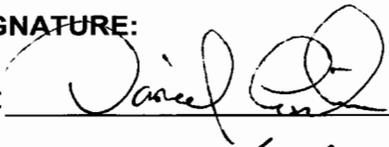
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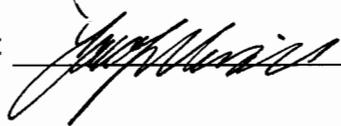
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ALTERNATIVE:

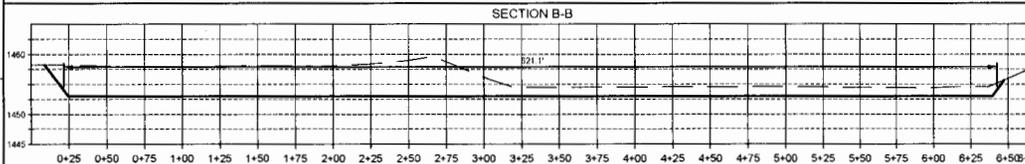
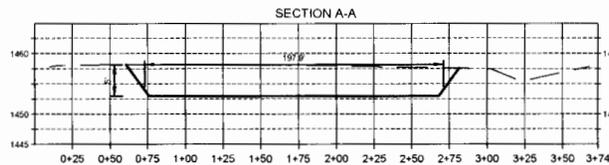
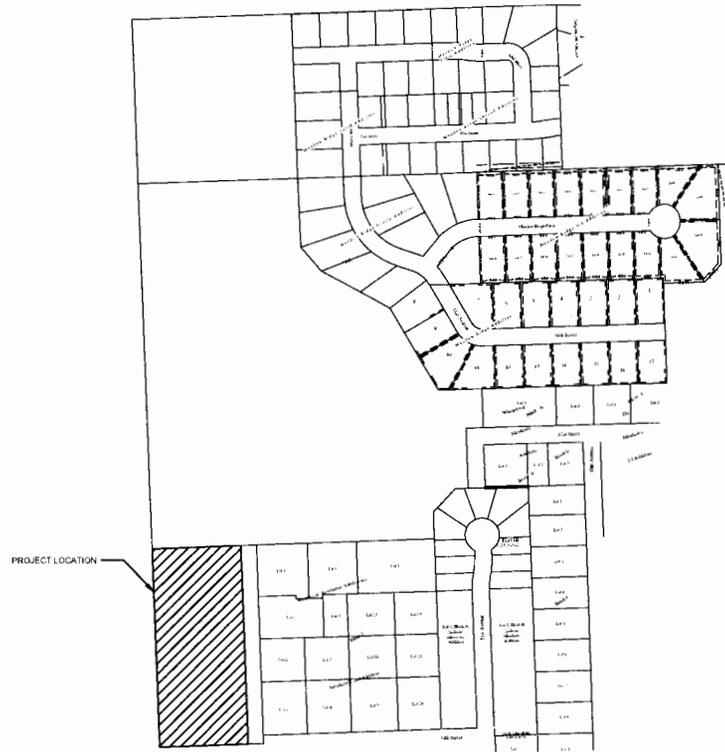
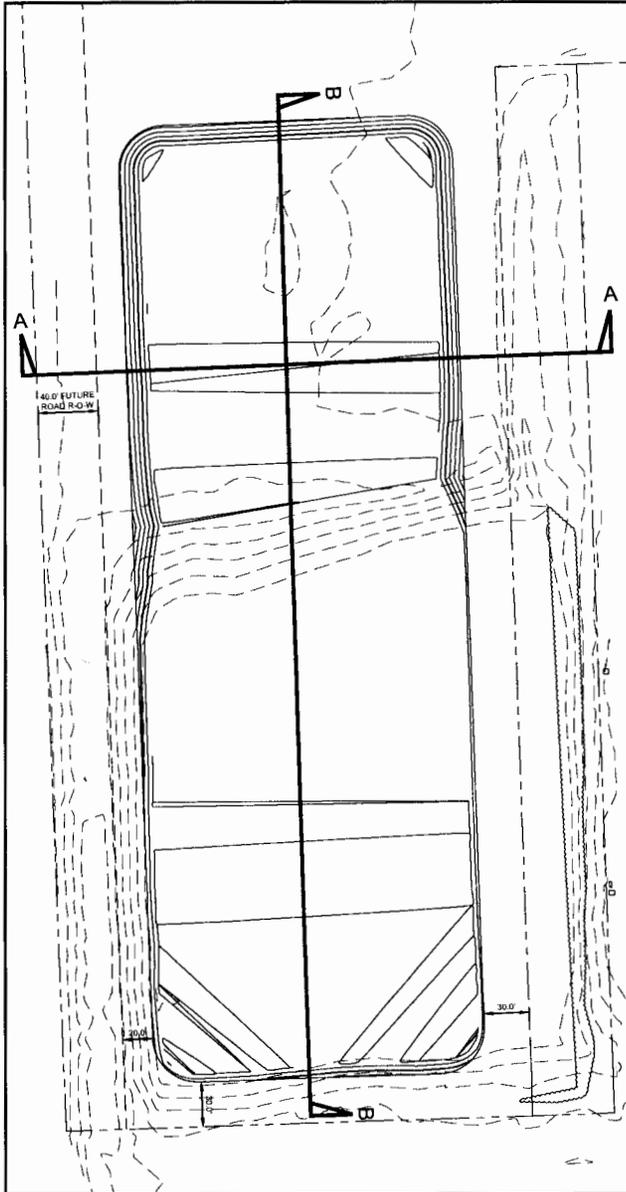
Deny the Permit

SIGNATURE:

By:  _____

Approved By:  _____

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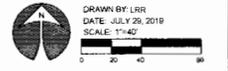


NO.	DATE	REVISIONS

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COMMENTS:

DIGGERS HOTLINE OF NEBRASKA 1-800-331-5880



TITLE/LOCATION
MEADOW RIDGE PROPERTIES
BORROW SITE PLAN
2019

DESCRIPTION
PLAN & PROFILE

PROJECT NO.
071-080

SHEET NO.
1 OF 1

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:

FILED

Applicant's Name: Meadow Ridge Properties, LLC

Applicant's Address: 4811 37th Street

Columbus, NE

Applicant's Phone # 402-562-1102

Applicant's E-Mail charles@walkerfoundations.com

**CITY CLERK
COLUMBUS, NEBR.**

Property Owner: Meadow Ridge Properties, LLC

Address of Property: Meadow Ridge 7th Addition

Legal Description of Property:

See attached legal description.

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

Borrow pit to supply fill dirt for the development of residential properties.

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

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

Dated the 17th day of June



Property Owner/Authorized Agent



NO.	DATE	REVISIONS

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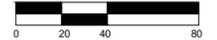
COMMENTS:

DIGGERS HOTLINE OF NEBRASKA: 1-800-331-5666

ADVANCED CONSULTING ENGINEERING SERVICES
 133 W. Washington St. • P.O. Box 218
 West Point, NE 68788
 Phone: (402) 372-1923



DRAWN BY: LRR
 DATE: JULY 29, 2019
 SCALE: 1"=40'

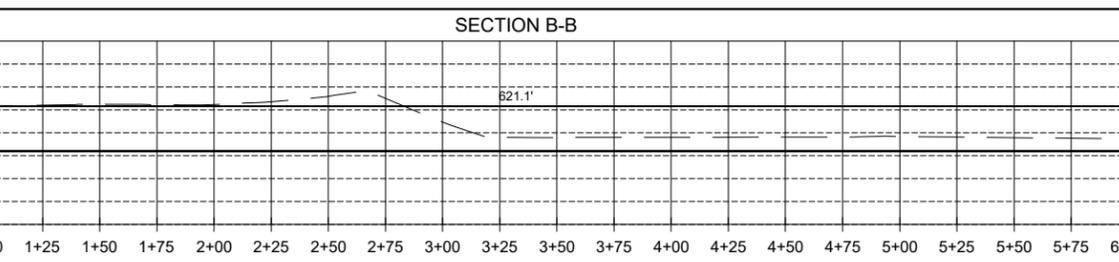
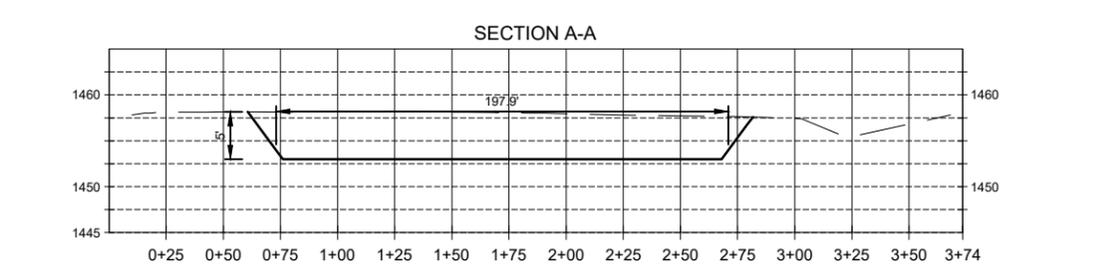
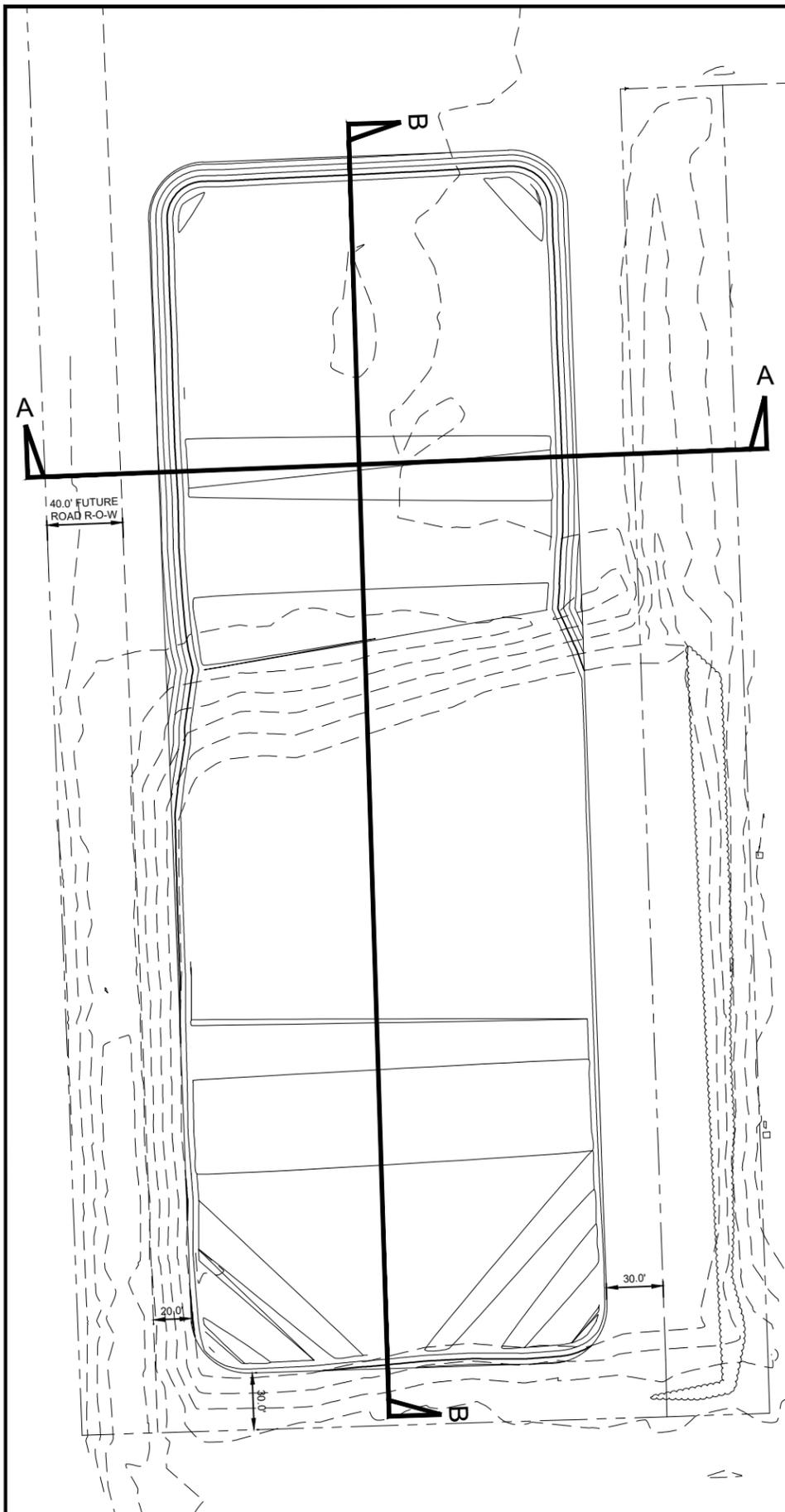


TITLE/LOCATION
**MEADOW RIDGE PROPERTIES
 BORROW SITE PLAN
 2019**

DESCRIPTION
PLAN & PROFILE

PROJECT NO.
071-080

SHEET NO.
1 OF 1



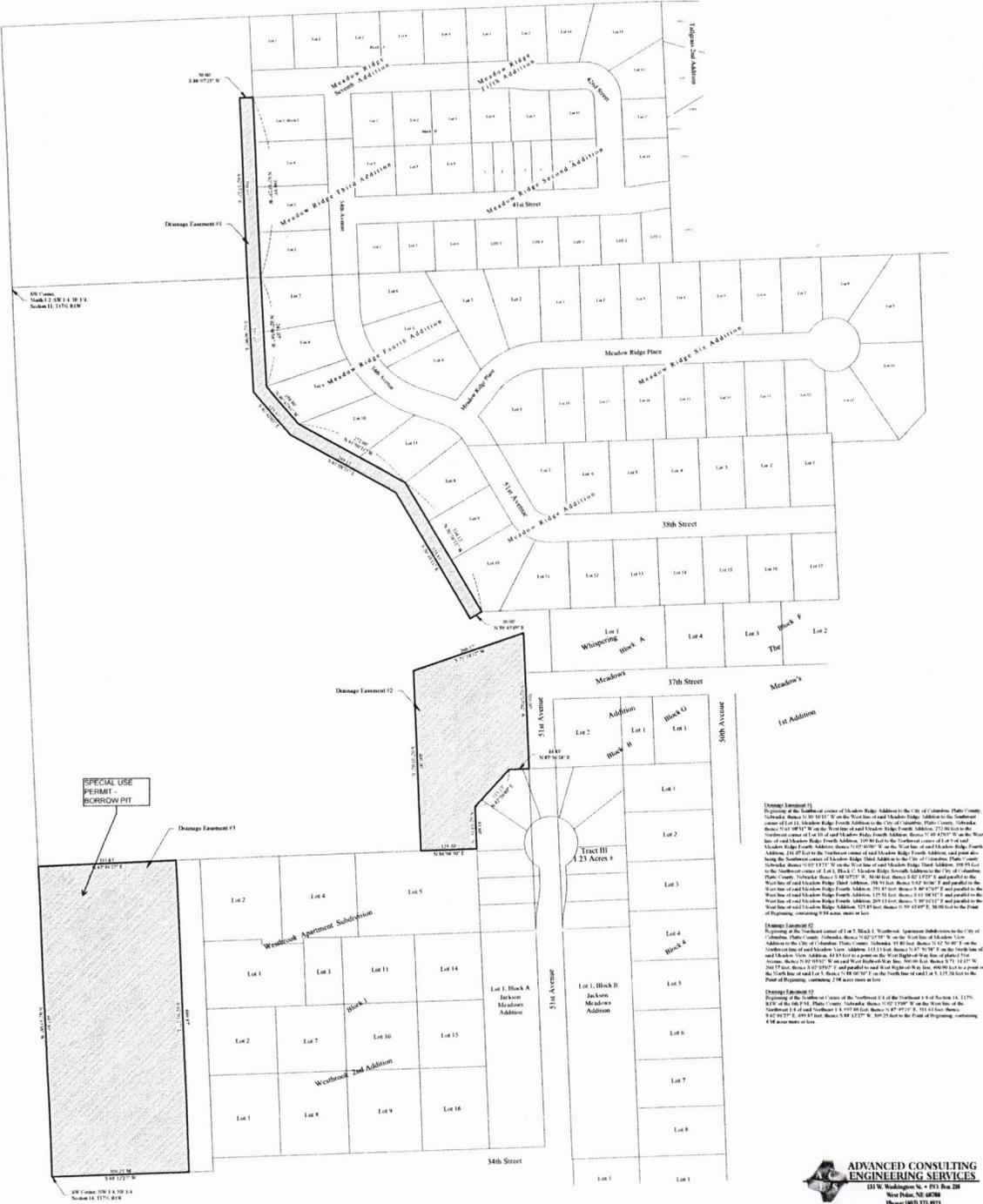
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Drawn by: [Name]
 Date: [Date]
 Project: [Project Name]
 Scale: 1" = [Scale]
 Sheet: [Sheet Number]



City of Columbus
 Public Works Department



SPECIAL USE PERMIT BORROW PIT

Drainage Easement #1
 Description of easement #1, including lot numbers and area.

Drainage Easement #2
 Description of easement #2, including lot numbers and area.

Drainage Easement #3
 Description of easement #3, including lot numbers and area.



ORDINANCE NO. 19- 28

AN ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT TO ALLOW "RESOURCE EXTRACTION" AS CONTAINED IN TABLE 4-1, ZONING DISTRICT REGULATIONS OF THE ZONING CODE TO SUPPLY FILL DIRT FOR THE DEVELOPMENT OF RESIDENTIAL PROPERTIES, ON THE FOLLOWING-DESCRIBED REAL ESTATE: BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE NORTH 02°13'09" WEST ON THE WEST LINE OF THE NW1/4NE1/4, 697.80 FEET; THENCE NORTH 87°49'23" EAST, 311.63 FEET; THENCE SOUTH 02°01'27" EAST, 699.87 FEET; THENCE SOUTH 88°12'27" WEST, 309.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.98 ACRES MORE OR LESS. 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 "Resource Extraction" as contained in Table 4-1, Zoning District Regulations of the Zoning Code, to supply fill dirt for the development of residential properties, on the following-described real estate, to wit:

BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE NORTH 02°13'09" WEST ON THE WEST LINE OF THE NW1/4NE1/4, 697.80 FEET; THENCE NORTH 87°49'23" EAST, 311.63 FEET; THENCE SOUTH 02°01'27" EAST, 699.87 FEET; THENCE SOUTH 88°12'27" WEST, 309.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.98 ACRES MORE OR LESS; 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 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 a "Resource Extraction" as contained in Table 4-1, Zoning District Regulations of the Zoning Code, to supply fill dirt for the development of residential properties, on the following-described

real estate, to wit:

BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE NORTH 02°13'09" WEST ON THE WEST LINE OF THE NW1/4NE1/4, 697.80 FEET; THENCE NORTH 87°49'23" EAST, 311.63 FEET; THENCE SOUTH 02°01'27" EAST, 699.87 FEET; THENCE SOUTH 88°12'27" WEST, 309.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.98 ACRES MORE OR LESS.

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.

Section 4. 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, August 19, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a permit to move a building from 4100 Adamy Street to a location outside of the city's jurisdiction on August 25, 2019, at 6 a.m. and at said time and place you may appear and be heard. Moving route is from 4100 Adamy Street north to 43 Avenue, 43 Avenue west to Highway 81, west on Highway 81 to 63 Avenue, 63 Avenue north to 53 Street, 53 Street east to 6021 60 Avenue.

Dated this 8 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 08:08:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: August 8, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Building Moving Permit

RECOMMENDATION:

I recommend approval of the building moving permit. The moving route has been approved by the required utility companies, Police Department and the County Sherriff's office.

DISCUSSION:

We have received an application on behalf of Randy Johnson to move a building from West Park School to 6021 60th Ave. In addition to the moving permit, Randy has been advised that a building permit will be required.

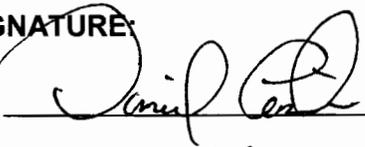
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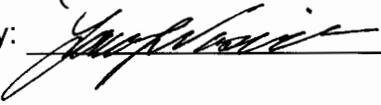
None

ALTERNATIVE:

Deny the Permit

SIGNATURE:

By:  _____

Approved By:  _____

FILED

JUL 19 2019

CITY CLERK
COLUMBUS, NEBR.

CITY OF COLUMBUS
APPLICATION FOR BUILDING MOVING

A PERMIT IS HEREBY REQUESTED TO MOVE THE FOLLOWING BUILDING OR STRUCTURE OUT OF WITHIN OR THROUGH THE CITY OF COLUMBUS, IN ACCORDANCE WITH TITLE XI, CHAPTER 114 OF THE COLUMBUS CITY CODE, ANY CHANGES FROM THE APPROVED MOVING DATE AND TIME MUST BE SUBMITTED IN WRITING TO THE BUILDING OFFICIAL.

BUILDING MOVER AND EQUIPMENT

NAME Ron Jecha
ADDRESS 3040 X Road
CITY Brainard STATE Ne. ZIP 68626
TELEPHONE 402-890-7520
LICENSED YES NO INSURED: YES NO
(Per Section 114.05 of Columbus City Code)

TYPE OF EQUIPMENT TO BE USED IN MOVING: _____

Please attach a certificate from the County Treasurer showing that all taxes and special assessments then due against the building and lot on which the building stands have been paid. Check if attached.

BUILDING TO BE MOVED

DESCRIPTION OF THE BUILDING: 24' x 60' Modular home
CURRENT ADDRESS OF BUILDING: 4100 Adams St. West Park School
CURRENT LEGAL DESCRIPTION: LOT NO. 15-18 BLOCK NO. A West Park School
ADDITION/SUBDIVISION _____
FLOOR AREA (Sq. Feet) 1,440 sq. ft.

A photograph of the building is required. Check if attached.

LOCATION TO BE MOVED TO

ADDRESS: 6021 60th Ave.
LEGAL DESCRIPTION; LOT NO, _____ BLOCK NO, _____ ADDITION/SUBDIVISION 2-17-1W-SE-SW TR 100' X 344' cont. - .79 AC
LOT SIZE: _____ X _____ = 1,440 SQUARE FEET
NUMBER OF STORIES WHEN COMPLETED: 1 story

PROPOSED USE OF THE BUILDING AT THE NEW SITE: single family rental

BUILDING OWNER

NAME Randy C. Johnson
ADDRESS 1904 55th St.
CITY Columbus STATE Ne. ZIP 68601
TELEPHONE 402-563-2419

The application shall be submitted to the City Clerk along with the required fee at least 21 calendar days before the Planning Commission meeting at which the application will be considered. The City Clerk shall then schedule the application for public hearing before the Planning Commission and before the City Council. The Building Official will report on the application for a moving permit to the Planning Commission, which shall investigate the matter. The Planning Commission, following ten days notice as required by the Notice provisions set forth in Section 114.12 of Columbus City Code, shall hold a public hearing and following such public hearing, shall recommend to the City Council the granting or denial of the permit. The City Council, after the ten day notice and publication requirements of Section 114.12 of Columbus City Code have been complied with, shall hold a public hearing thereon, and following such public hearing shall grant or deny the permit.

NOTIFICATIONS AS REQUIRED

NOTIFICATION ACKNOWLEDGED BY:

DATE 7-17-19

TELEPHONE: ROBERTO JONES for Scott Eastman

402-649-9459 Joe

ELECTRICAL: Bob Gasper

402 910-2062

CABLE TV: _____

NATURAL GAS: Don [unclear]

7-9-16 402-563-3100

POLICE DEPARTMENT: [Signature]

STREET DEPARTMENT: [Signature]

402-910-2724

FIRE DEPARTMENT: [Signature]

COUNTY HIGHWAY DEPARTMENT IF APPLICABLE: NO

RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:

not applicable

COUNTY SHERIFF DEPARTMENT [Signature]

u/24/19

REQUIRED HEARING NOTICE AND PUBLICATION

Prior to consideration of a building moving application by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. Posted Notice: Notice shall be posted in a conspicuous place on or near the property to which said house or building is to be moved (unless it is being moved outside the City) and on or near the building to be moved at least ten (10) days prior to the date of such public hearing. Each notice shall not be less than eighteen inches (18") in height and twenty-four inches (24") in width, with black letters of not less than one and one-half inches (1 1/2") in height on yellow or white background. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period of time and in the event any sign is removed, the applicant to make sure the signs remain posted for the ten day period of time and In the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.

3. Notice of Publication: At least ten days before the date of the hearing the City Clerk, at the expense of the applicant, shall have published in a daily newspaper having a general circulation in the City of Columbus a notice of the time, place and subject matter of such hearing. Said notice shall also contain the designated moving route. Notice by Personal Service or Mail: The applicant for such moving permit shall either personally serve or mail to the owners of all real estate within 300 feet of the real estate onto which the building is to be moved a written notice of the request for moving permit, setting forth the legal description and address of the location of the property onto which the building is to be moved, along with the date, time and place of such hearing at least ten days prior to the date of such hearing.

4. Affidavit of Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Hearing Notice Compliance. Said Affidavit shall verify that all notice requirements of this section have been complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's Office,

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NOTIFICATIONS AS REQUIRED

NOTIFICATION ACKNOWLEDGED BY:

DATE 7-17-19

TELEPHONE: ROBERT JONES ON SOUTH EASTMAN

402-649-9459 Joe

ELECTRICAL: Bob Gasper

402 910-2062

CABLE TV: _____

402-429-6749 Todd Strain

NATURAL GAS: Don

7-9-16 402-563-3100

POLICE DEPARTMENT: _____

STREET DEPARTMENT: _____

402-910-2724

FIRE DEPARTMENT: _____

COUNTY HIGHWAY DEPARTMENT IF APPLICABLE: ~~X~~ Jane F Cromwell

RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:

not applicable

COUNTY SHERIFF DEPARTMENT Paul W

01/24/19

REQUIRED HEARING NOTICE AND PUBLICATION

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NOTIFICATIONS AS REQUIRED

NOTIFICATION ACKNOWLEDGED BY:

DATE

TELEPHONE: _____

402-649-9459 Joe

ELECTRICAL: Bobby Gussner

402 910-2062

CABLE TV: 1-800-451-1234

7-26-19 402 421 6316

NATURAL GAS: Don't Know

7-9-16 402-563-3100

POLICE DEPARTMENT: [Signature]

STREET DEPARTMENT: [Signature]

402-910-2724

FIRE DEPARTMENT: [Signature]

COUNTY HIGHWAY DEPARTMENT IF APPLICABLE: NO

RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:

not applicable

COUNTY SHERIFF DEPARTMENT [Signature]

01/24/19

REQUIRED HEARING NOTICE AND PUBLICATION

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NOTICE OF MOVING ROUTE

- (A) Prior to the actual move of a building, the applicant for such moving permit shall provide Notice of the Move by publication in a daily newspaper having a general circulation in the City in a form as provided for in the Permit Application. The Notice shall be published at least seven (7) days before the scheduled move and shall contain the designated moving route and include notification that electrical power to the businesses or residences along the moving route may be affected by the move. The notice shall contain the name, address and telephone number of the following: the building owner, the building mover, and the utility companies. The notice shall also set forth the date of the move, an alternate date for such move, and a time frame within which the move is to take place.
- (B) The applicant shall be responsible for filing an Affidavit of Publication provided by the Columbus Telegram with the City Clerk. The affidavit shall be filed before the move commences and shall verify that the notice requirement of this section has been complied with.

INDEMNIFICATION AND HOLD HARMLESS

By signing and submitting this application, as the building mover I understand and agree that should my permit/license be granted: I shall fully protect the City for damages sustained to persons or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and keep the City harmless from any and all suits, costs, judgments, exactions, executions and liabilities as to personal injuries or property damage in connection with, or related to, either directly or indirectly, any building move or the issuance of such permit/license.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND THAT I AGREE TO ABIDE BY ANY AND ALL PROVISIONS MADE BY AUTHORIZED CITY OFFICIALS OR BOARDS OR ORDINANCES OF THE CITY OF COLUMBUS, UPON WHICH THIS APPLICATION IS BASED. THE UNDERSIGNED AGREES TO READ AND ABIDE BY ALL PROVISIONS OF THE CITY COAD REGULATING BUILDING MOVING, SECTIONS 114.01 TO 114.25.

DATE _____

Randy C. Johnson
OWNER OF BUILDING (Signature Required)

FEES _____

R.H. House moving by Ken Steiner
BUILDING MOVER (Signature Required)

RECEIPT NO. _____

BUILDING INSPECTION

BUILDING INSPECTED BY: KEN STEINER

CONDITION SATISFACTORY FOR MOVING: YES NO _____

Ken Steiner
BUILDING INSPECTOR

PLANNING COMMISSION APPROVED _____ DENIED _____ DATE _____

CITY COUNCIL APPROVED _____ DENIED _____ DATE _____

PERMIT NO. _____ ISSUED _____

WORK COMPLETED DATE: _____

MOVING DATE 8-25-19

DATE: ~~8-11-2019~~ TIME WHICH THE BUILDING WILL BE MOVED: early morning 6:00 AM

LENGTH OF TIME REQUIRED FOR MOVING: 1/2 hr

ROUTE (Attach map):

HEIGHT & WIDTH

HEIGHT (When Loaded): 16' FEET 2" INCHES

Should the building in its height exceed 18 feet, a request to allow the same shall be submitted along with the application for moving permit setting forth the height of the loaded building, The notices required under Section 114.12 shall include the proposed request to exceed the height limitation and shall set forth the loaded height of the building to be moved. After public hearings before each such body, the Planning Commission and the City Council shall take such action as set forth in Section 114.08. The Planning Commission and the Mayor and City Council shall take into consideration those factors set forth in Sections 114.14 and 114.15 of the City Code.

WIDTH (including any overhang or extension): 24' FEET 0" INCHES

The maximum width is the narrowest street or road width on the designated route. The street or road width shall be defined as the maintained surface. The width includes the eaves or any other extension of the building.

In addition, the following documents must accompany this application:

- _____ 1. A signed statement from electric, telephone and cable companies and also from any railroad, telegraph or other utility company that has lines crossing the proposed route that said move meets with their approval. If said move will interfere with said utility company, the signed statement must contain the nature and duration of the interference, the portions of the City to be affected and whether said utility company has approved the move.
- _____ 2. Certification from the Police Chief or designee that he or his designee has reviewed the date, time, and route along with any recommendations for the move.
- _____ 3. Verification that the Building Official has inspected the building to determine the feasibility of moving it and compliance with Chapter 14 of the City Code once relocated, and that following such inspection he has approved the building for the move subject to a list of what, if any, changes, alterations or corrections need to be made to the building once relocated. The building permit obtained for said relocated building shall require said list of changes, alterations or corrections to be complied with.
- _____ 4. Verification that the Building Official has ascertained that the size, condition, proposed use and proposed construction alterations are in accordance with the Zoning Regulations of the City.
- _____ 5. Verification that a building permit has been applied for and approved for the relocated building.
- _____ 6. A signed statement from a tree service insured and registered with the City of Columbus as provided for in Section 96-11 of the Columbus City Code stating that any needed trimming of trees or shrubbery will not damage or otherwise disturb said trees or shrubbery.



Planned Travel Route

From West Park School

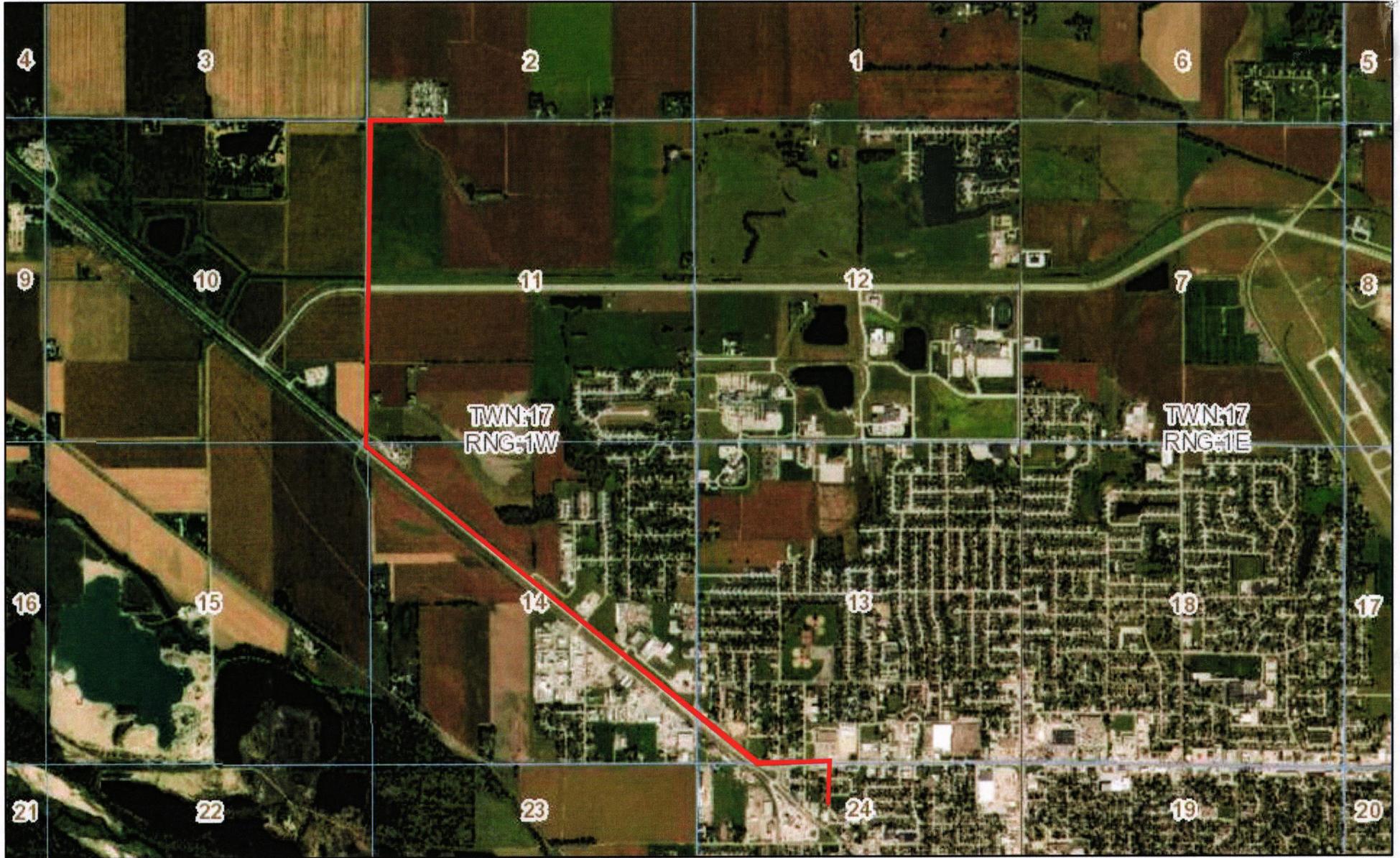
North on 43rd Avenue

West on HWY 81

North on 63rd Avenue

East on 53rd Street

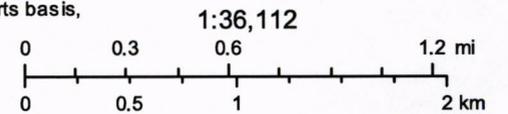
To College View Mobile Home Park 61st Avenue



June 24, 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.

-  Townships
-  Sections



Randy Johnson: 402-276-1324
Chase Johnson: 402-276-1529



TRIMMING & REMOVAL EXPERTS

Stump Grinding • Firewood • Landscaping • Custom Sawmilling • Mulch

Free Estimates • Fully Insured

office: 402-563-TREE (8733)

Columbus, NE

BILLING ADDRESS:

Nebraska Treeworks & Sawmilling LLC.

P.O. Box 401

Columbus, NE 68602

Terms:

NAME:	
ADDRESS:	CITY
PHONE (H):	CELL (C):
DATE QUOTED:	

No tree removal or trimming is required for this house move.

Randy C. Johnson

TOTAL:

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

**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

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 28, 2019
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Bonfire Campground Special Use Permit

RECOMMENDATION:

If the Planning Commission and City Council believe this is a good Use for the property we request the following conditions be added as part of the approval.

1. Campground rental is limited to 7 days.
2. Liability Insurance Coverage to be provided and updated annually.
3. Screening from the road with 6' to 8' evergreen trees (double row staggered)
4. No storage allowed at all.
5. No skirting of any kind.
6. Number of units permitted needs to be part of the ordinance.
7. Sewage system other than city sewer needs NDEQ approval.
8. The owner grants the City the right to close the entrance and cause the property to be vacated by the occupants if the conditions are not followed.
9. The plan will need approved by the State Fire Marshal's office.

DISCUSSION:

We have received an application for a Special Use permit for the Bonfire campground located at 3518 South 9th Street. We have been trying to either abate this campground or obtain Special Use permit approval since 2017.

FISCAL IMPACT:

None

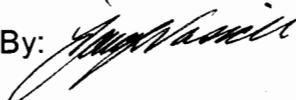
ALTERNATIVE:

Modify the Recommendation

SIGNATURE:

By: _____

Approved By: _____

PLANNING COMMISSION
July 8, 2019

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:

Nikki Preston, on behalf of Lance Lehr and Bonfire, LLC, indicated that a plan for the campground has been submitted with additional information as requested at the June meeting. Discussion was held regarding the conditions included in the staff recommendation that need to be met for the special use permit to be approved. Discussion followed regarding camping being limited to 7 days as opposed to the proposed 14 days and the fact that a sand point well it is not allowed and needs to be removed. Ms. Preston stated that ATV owners are allowed to access the river through this campground after completing a liability waiver; however, they do not camp overnight. Preston indicated that a gate to control access to the campground needs to be ordered with electricity hooked-up prior to installation and personnel will be hired to patrol the area. Discussion was also held regarding how the gate will work, how rescue personnel can access the campground, restricting the number of camping units to a maximum of 33, not allowing tents at this time, and liability waivers signed by anyone utilizing the campground. Schumacher confirmed that the terms and conditions recommended by the Planning Commission will be included in the ordinance that approves the special use permit. Doug Brackhan, 2611 Timber Edge Drive, stated that his concerns with sewage and storage containers have both been addressed. The public hearing closed with a motion by Elsasser and a second by Kucera. Anderson, Bray, Elsasser, Hoefler, Kucera, Lopez, Mueller, and Ogle voted "Aye" and none voted "Nay". Spawn was absent. A recommendation was made to the mayor and city council to approve the special use permit application of Lance Lehr to allow a campground with **the following contingencies:** A) Obtain approval from the State Fire Marshal; B) Removal of sand point well; C) Installation of gate at campground entrance; and D) Obtain a Flood Plain Development permit; and **the following terms and conditions** be included with the special use permit: 1) Campground rental is limited to 7 days; 2) Liability insurance coverage to be provided and updated annually; 3) Screening from the road with 6' to 8' evergreen trees (double row staggered); 4) No storage of any kind allowed; 5) No skirting of any kind allowed; 6) Maximum number of 33 units permitted; 7) Sewage system other than city sewer needs NDEQ approval; 8) No tents allowed; and 9) The owner grants the city the right to close the entrance and cause the property to be vacated by the occupants if the conditions are not followed with a motion by Mueller and a second by Elsasser. Anderson, Bray, Elsasser, Hoefler, Kucera, Lopez, Mueller, and Ogle voted "Aye" and none voted "Nay". Spawn was absent.

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:

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

Bonfire Campground Proposal for Special Use Permit

We are looking to obtain a special use permit to allow a campground in a B2 zone for our property at 3518 S 9th street, Columbus, NE 68601. Our primary goal for this land is to bring people into our town for a fun camping experience right along the river. There is not a lot of extracurricular activities in Columbus and we believe this campground can add value to our town. Below we have touched on a few of the major items and tried to make things as transparent as possible. There will be no storage allowed and no skirting of any kind.

Amount of time permitted for camping. Camping season will run from April 1st to October 31st. Camping will be limited to 14 consecutive days. This is the same policy as the Nebraska State Parks.

Posted rules. We already have two separate signs posted at the entrance of the campground. These rules go over the basics such as speed limit (5 mph), no littering, permits required for entry, etc. These can be seen in Exhibit A and Exhibit B. We also have a liability waiver that is signed by each person before they receive a permit. This can be seen with Exhibit C.

Insurance. Bonfire LLC carries a \$1 million liability policy. This policy can be seen under Exhibit D. A copy of this insurance policy can be provided at any time.

Water/Sewer. Currently, Bonfire LLC only allows self-contained campers. If we experience a lot of growth in the use of the campsite, we may consider putting in a sewer system. This would be all contingent upon Nebraska DEQ approval. According to Mike McBride who works for the NDEQ, title 124 of the state rules and regulation handbooks states nothing against putting a sewer system in a floodplain. The installer of the system has to abide solely by the general criteria of the NDEQ during installation.

Electrical. Again, if our campground grows and we see a need for improvement we would like to add electrical to each unit. A certified

electrician would be hired to complete this work and he would obtain all of the proper permits.

Gate. An electric gate will be installed at the entrance of the campground. Access will be granted by an RFID key that will be given to people who have filled out the proper liability waivers and paid the permit fees.

Tree buffer. The planting of trees is not allowed within 30 ft of a road according to the City of Columbus website. We will continue to have a tree buffer around the perimeter of the campground as seen in Exhibit E.

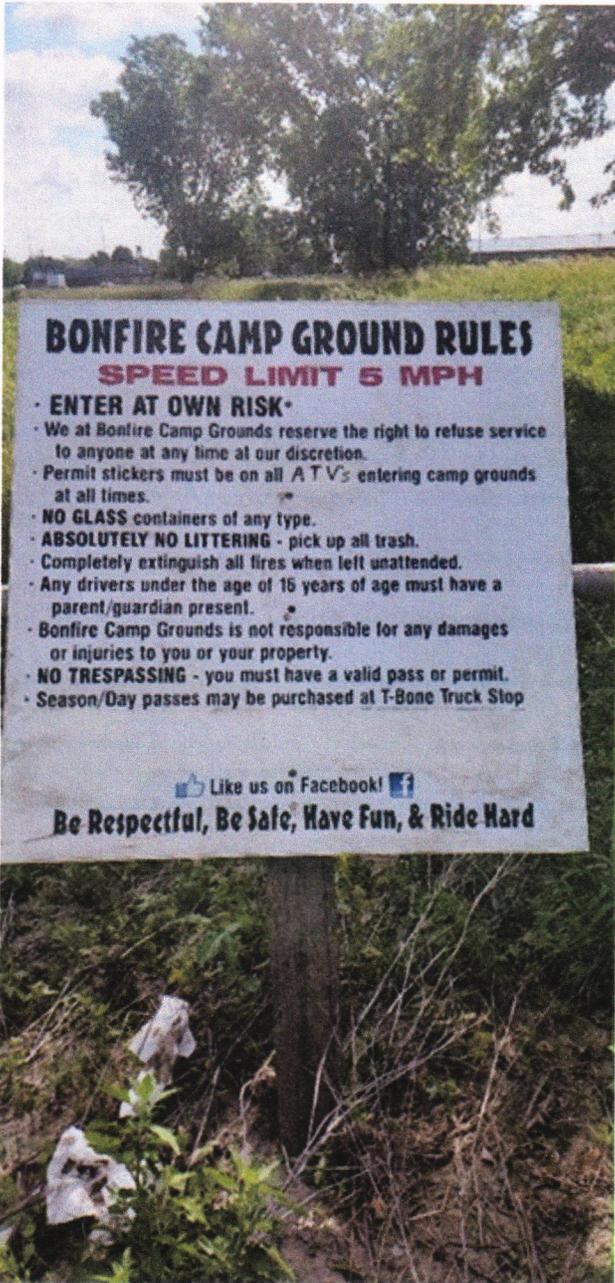
Number of units allowed. We have created a draft of what the layout of the campground will look like. It allows for up to 33 camping units. Each lot is made up of two main components; the parking area and picnic/lounge area. The parking area is 20' wide at the front and 12' wide at the back with a total length of 50'. The picnic/lounge area is 20' by 20'. This plan also accounts for the future addition of utilities being installed. This area would be a 2' by 9' slab housing the sewer, water, and electrical hookups. The middle of the campground will be used for parking of vehicles and trailers for the ATV riders. All of this, along with a letter from our engineer, can be seen in Exhibit F.

Gravel trail. In addition to the lots, this site has also been designated to have a 20' road throughout the camping area. This road will be a one-way drive which includes a 6' pathway on the perimeter for pedestrian traffic.

Tents. The use of tents will be permitted ONLY if/when we get proper water/waste units installed. If tents become highly requested, we may provide portable toilets for the time being. These would be cared for by the company that provides them and would be hauled away by the company in the event that flooding would occur.

Water. A shower house may be constructed if we grow enough to see a need for it. This will not provide drinking water, just an area for bathing. Again, the rules and regulations of the NDEQ will come into play here.

Exhibit A



BONFIRE CAMP GROUND RULES

SPEED LIMIT 5 MPH

- **ENTER AT OWN RISK**
- We at Bonfire Camp Grounds reserve the right to refuse service to anyone at any time at our discretion.
- Permit stickers must be on all **ATV's** entering camp grounds at all times.
- **NO GLASS** containers of any type.
- **ABSOLUTELY NO LITTERING** - pick up all trash.
- Completely extinguish all fires when left unattended.
- Any drivers under the age of 16 years of age must have a parent/guardian present.
- Bonfire Camp Grounds is not responsible for any damages or injuries to you or your property.
- **NO TRESPASSING** - you must have a valid pass or permit.
- Season/Day passes may be purchased at T-Bone Truck Stop

Like us on Facebook!

Be Respectful, Be Safe, Have Fun, & Ride Hard

BONFIRE LLC Campground Rules

SPEED LIMIT 5MPH

- Enter at your own risk. Bonfire LLC will not be held responsible for accidents or injuries ON or OFF the premises.
- Bonfire LLC will not be responsible for any loss, stolen, or vandalized property.
- We recognize Nebraska State Laws on ATV use.
- No group discounts will be offered.
- ATV prices are \$10.00 a day or \$100.00 for season per machine.
- ATV season runs from April 1 thru November 1.
- ATV riding from November 2 thru March 31 is prohibited/closed on our premises since the weather and land conditions are not desirable.
- Each seasonal camping unit will be assigned its own number matching a description or license plate. All campers, trailers, and applicable vehicles MUST maintain current license plates and registrations. Each unit will be charged individually. If a monthly rate is chosen, the \$50.00 is due the 1 of every month. A \$10.00 a day late fee will apply to everyday after the 1 until the monthly payment is made. Any unit not paid in full by the 10 of the month will be removed at the unit owners expense plus fees.
- No subleasing of camp units or permits. Guests are welcomed to share campers with season pass holders but will be required to pay for a day pass if they bring their own separate ATV or camper.
- Each unit is responsible for keeping their area clean from trash. If you brought it in, Please take it out.
- Any structure deemed unsightly must be removed immediately. We want to keep Bonfire LLC as pleasing and friendly as possible.
- Any and all abandoned/wrecked vehicles, boats, trailers, campers or run down shacks must be removed. If not removed in a timely manner, they will be towed and/or destroyed at the owners expense.
- All payments will be made at T-Bone Truck Stop at 4010 So. 9th Street, Columbus NE 68601. All records will be kept here as well. This agreement will also be posted there for your convenient review.
- Any disputes between campers/ATV riders will be handled in an appropriate manner amongst yourselves. If problems arise then the Sheriff will be called.
- Speed limit on the grounds is 5mph. Anyone caught driving excessive speeds will be asked to leave the premises.
- Please be sure that you are being respectful of others. If everyone looks out for each other then we will have a better chance of everyone enjoying safe and funing fun.

THANK YOU

Exhibit C

Bonfire LLC Campground Liability Waiver

- Enter at your own risk. Bonfire LLC will not be held responsible for accidents or injuries on or off the premises.
- Bonfire LLC will not be responsible for any loss, stolen, or vandalized property.
- We recognize Nebraska state laws on ATV use.
- No group discounts will be offered.
- ATV pass prices are \$10/day or \$100/season per ATV.
- Camping rates run at \$10/day per camper spot
- ATV riding and camping season runs from April 1st-October 31st.
- ATV riding and camping is prohibited from November 1st- March 31st since the weather and land conditions are not desirable.
- Each area is responsible for keeping their area clean from trash. If you brought it in, please take it out!
- Any structure deemed unsightly must be removed immediately. We want to keep the campground as pleasing and friendly as possible.
- A camper, vehicle, or trailer that is not abiding by the rules can be towed at any time at the owner's expense.
- All payments will be made at 4018 S 9th Street Columbus, NE 68601.
- Any disputes between campers/ATV riders will be handled in an appropriate manner. If problems arise the sheriff will be called, and anyone involved will be banned from use of the campground.
- The speed limit on the grounds is 5 mph. Anyone caught driving at excess speeds will be asked to leave the premises.
- Please be sure to be respectful of others. If everyone looks out for each other then we have a better chance of everyone staying safe and having fun!

Name: _____

Phone Number: _____

Signature: _____

Address: _____

By signing this document, you are accepting all the above policies enforced by Bonfire LLC and will abide by all rules.

Exhibit D

ACCEPTANCE CASUALTY INSURANCE COMPANY
PART B GENERAL LIABILITY - AUTOMOBILE POLICY
DECLARATIONS

New

Renewal of #

No. CL 00180515

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

LANCE LEHR
 312 MORTON ROAD

COLUMBUS NE 68601

Item 2. Policy Period (Mo Day Year)

From 4/1/2019 to 4/1/2020

12:01 A.M., standard time at the address of the named insured as stated herein

The named insured is

Individual Partnership Corporation Joint Venture Other

Business of the named insured is: (ENTER BELOW)
 Landlord

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Garage Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Hospital Professional Liability Insurance
\$		Automobile Medical Payments Insurance (Fleet Automatic)	\$		Manufacturers' and Contractor's Liability Insurance
\$		Automobile Medical Payments Insurance (Non-Fleet)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Basic Automobile Liability Insurance	\$ 513	L9275	Owner's, Landlord's and Tennant's Liability Insurance
\$		Beautician's Malpractice Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians's, Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$ 154	L6421	Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Storekeeper's Insurance
\$		Comprehensive Personal Insurance	\$		Uninsured Motorists Insurance
\$		Contractual Personal Liability	\$		Terrorism Coverage
\$		Druggists Liability Insurance			
\$		Elevator Collision Insurance			
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance			
\$		Farmer's Comprehensive Personal Insurance			
\$		Farmers Medical Payments Insurance			

162, 168, 173, 202, 280, GL 0807 (5/02), CG2169, TRIA 01 06

\$667 Total Advance Premium for this policy.

* If the Policy Period is more than one year old and the premium is to be paid in installments, premium is payable on:

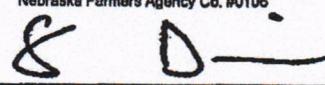
Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Nebraska Farmers Agency Co. #0106

Countersigned:

*Not applicable in Texas

By 

THIS PART B, WITH "POLICY PROVISIONS-PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FROM A PART THEREOF, COMPLETE(S) THE ABOVE NUMBERED POLICY

For attachment to policy No. CL 00180515, to complete said policy.

ADDITIONAL DECLARATIONS

Location of Insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of named insured in insured premises (CHECK BELOW)

Owner General Tenant Other

Part occupied by named insured (ENTER BELOW)

**SCHEDULE
 General Liability Hazards**

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations						
Dwelling Space - Lessors Risk only	63010	e) 15	e) 19.91	Incl.	\$299	Incl.
1079 Main Ave 1 Columbus 60001						
2971 2nd Ave 1 Columbus 60001						
2959 Eastbrook Dr 1 Columbus 60001						
2965 2nd Ave 1 Columbus 60001						
2959 2nd Ave 1 Columbus 60001						
2957 2nd Ave 1 Columbus 60001						
119 E Parkway 1 Columbus 60001						
115 E Parkway 1 Columbus 60001						
2109 16th St 1 Columbus 60001						
1821 27th St 1 Columbus 60001						
3810 14th St 1 Columbus 60001						
2618 20th St 1 Columbus 60001						
2757 35th St 1 Columbus 60001						
107 Morton Rd 1 Columbus 60001						
1703 Behlen St 1 Columbus 60001						
Land - Occupied by persons other than the insured for business purposes	45539	a) 20	g) 1.5	Incl.	\$214	Incl.
3518 S 9th St 20.00 Columbus 60001						
			<small>(a) Area (sq ft.) (b) Frontage (c) Admissions (d) Receipts (e) Units (f) Acres (g) Payout</small>		<small>(A) Per 100 sq ft. (B) Per Linear Foot (C) Per 100 Admissions (D) Per \$100 of Receipts (E) Per Unit (F) Per Acre (G) Per 1,000 sq ft. (H) Per \$1,000 receipts</small>	
Total Advance B.I. and P.D. Premiums					\$513	Incl.

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the insured premises whether on paid admission tickets, complimentary tickets or passes
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

Exhibit D

COMBINED PROVISIONS ENDORSEMENT LIABILITY POLICIES NEBRASKA FARM AND/OR TOWN LIABILITY INSURANCE PROGRAM

In consideration of the premium charged, it is agreed that the following special provisions (indicated by "X") shall apply to this policy:

Provision included if box marked:

I. COMBINED SINGLE LIMIT OF LIABILITY

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	1,000,000 each occurrence
	1,000,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province, such limit of liability shall be applied to provide the separate limits

(b) If an aggregate amount is stated in the Schedule, then, subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date, shall not exceed the limit of liability stated in the Schedule

(c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

II. DEDUCTIBLE-PROPERTY DAMAGE. Amount \$250.00 per claim.

1. The company's obligation under the Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of deductible amount stated above.
2. The deductible amount applies under the Property Damage Liability Coverage to all property damage sustained by one person or organization, as the result of any one occurrence.
3. The deductible amount stated shall also apply toward investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to claimant, compromise settlement is reached or claim is denied.
4. The terms of the policy, including those which respect to (a) the company's right and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
5. The company may pay any part or all of the deductible amount to effect settlement of any claim of suit, and upon notification of the action taken, the named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

III. CODE LIMITATION.

Coverage under this contract is specifically limited to those codes outlined. All coverages exclude any code or operation not specifically listed in the coverage part of this policy.

IV. PUNITIVE DAMAGES EXCLUSION.

In consideration of the premium charged, it is understood and agreed that this policy excludes any claim for punitive or exemplary damages whether arising out of acts of the insureds, insured's employees or any other person.

V. MALPRACTICE AND PROFESSIONAL SERVICES EXCLUSION

This insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.

VI. ATHLETIC PARTICIPANT'S EXCLUSION

This insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature.

VII. FIRST AID EXPENSE EXCLUSION

This insurance does not apply to expense for first aid services provided by or on behalf of the named

VIII. TRANSPORTATION OF STUDENTS EXCLUSION

This insurance does not apply to bodily injury or property damage to any student arising out of the transportation of the student to or from school or school activities by or on behalf of the named insured.

For attachment to policy No. CL 00180515 to complete said policy

SCHEDULE

The insurance afforded is only with respect to the following Coverage Indicated by specific premium charge or charges. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability		Coverage
X X X	\$1,000 dollars	\$50,000 dollars	E - Premises Medical Payments
\$154	each person	each accident	(a) Premises and operations
\$			(b) Escalators
\$			(c) Sports activities
\$			Form numbers of endorsements attached at issue
\$154	Total Advance Premium		

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (i) any watercraft owned or operated by or rented or loaned to any insured, or
- (ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lesser of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lesser;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the

foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

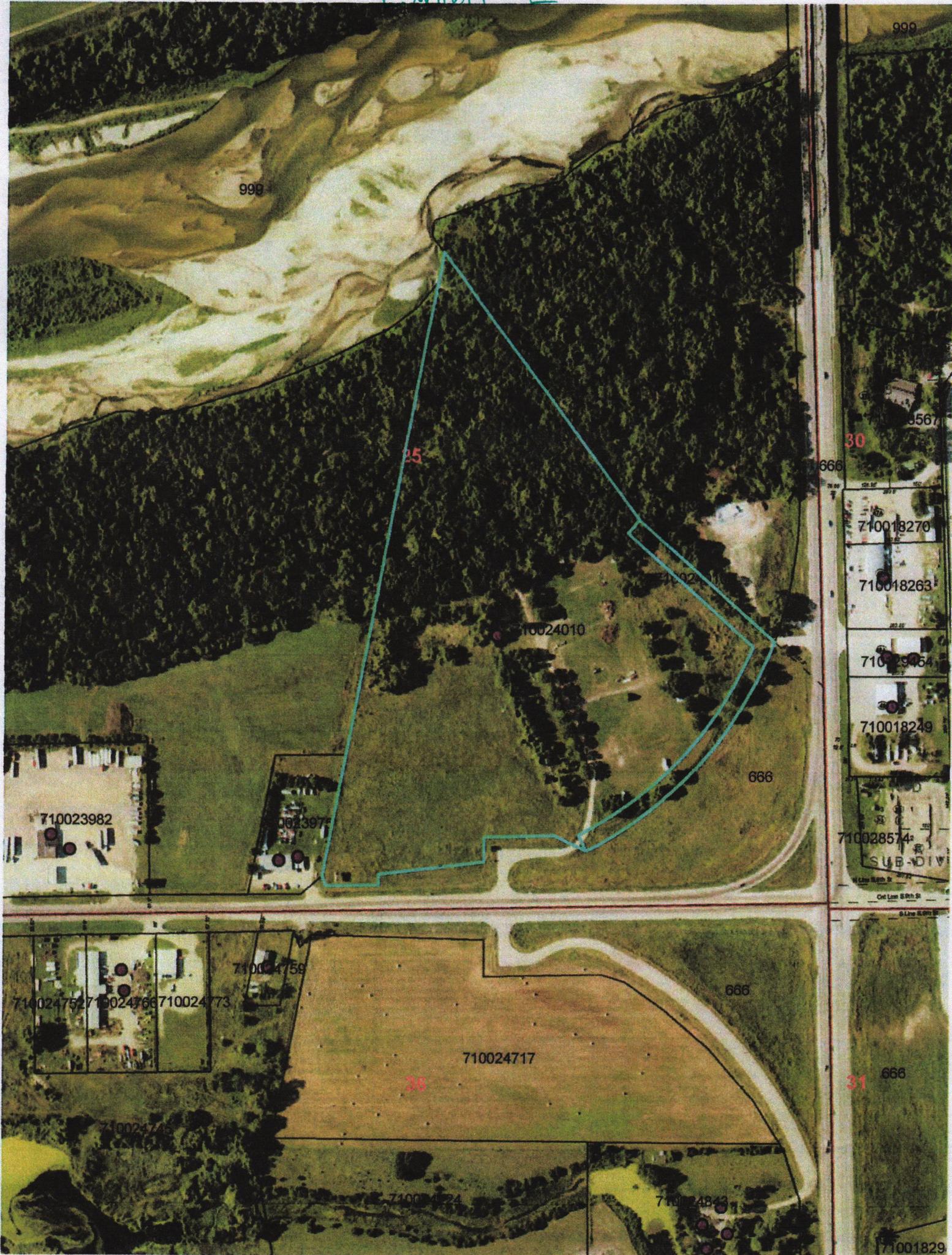
V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



Exhibit E





June 14, 2019

Dear Tara Vasicek
City of Columbus Nebraska
2424 14th St.
P.O. Box 1677
Columbus, NE 68602-1677

RE: Bonfire Camp Grounds

Dear Tara Vasicek,

Enclosed is a proposed site plan for the Bonfire, LLC. Currently, the Bonfire Camp Grounds is comprised of 23 lots for campers. The proposed site plan increases the total capacity to 33 lots. Both the proposed site and the existing site are designed only for self-contained campers providing their own water and waste collection systems. However, the proposed plan also includes an area for the future possibility of installing a utilities hookup.

Each lot of the proposed site is made up of two main components, the parking area and picnic or lounge area. The parking area is 20 feet wide at the front and 12 feet wide at the back with a total length of 50 feet. At the back of the parking area is a picnic area measuring 20 feet by 20 feet. The plan also accounts for the future addition of utilities being installed. This area would be a 2 foot by 9 foot slab housing the sewer, water, and electrical hookups in the future. In addition to the lots, the site has also been designed to have a 20 foot road throughout the camping area. This road is designed to be a one-way drive which includes a 6 foot pathway on the perimeter for pedestrian traffic.

If you have any questions, comments or concerns, please do not hesitate to contact our office.

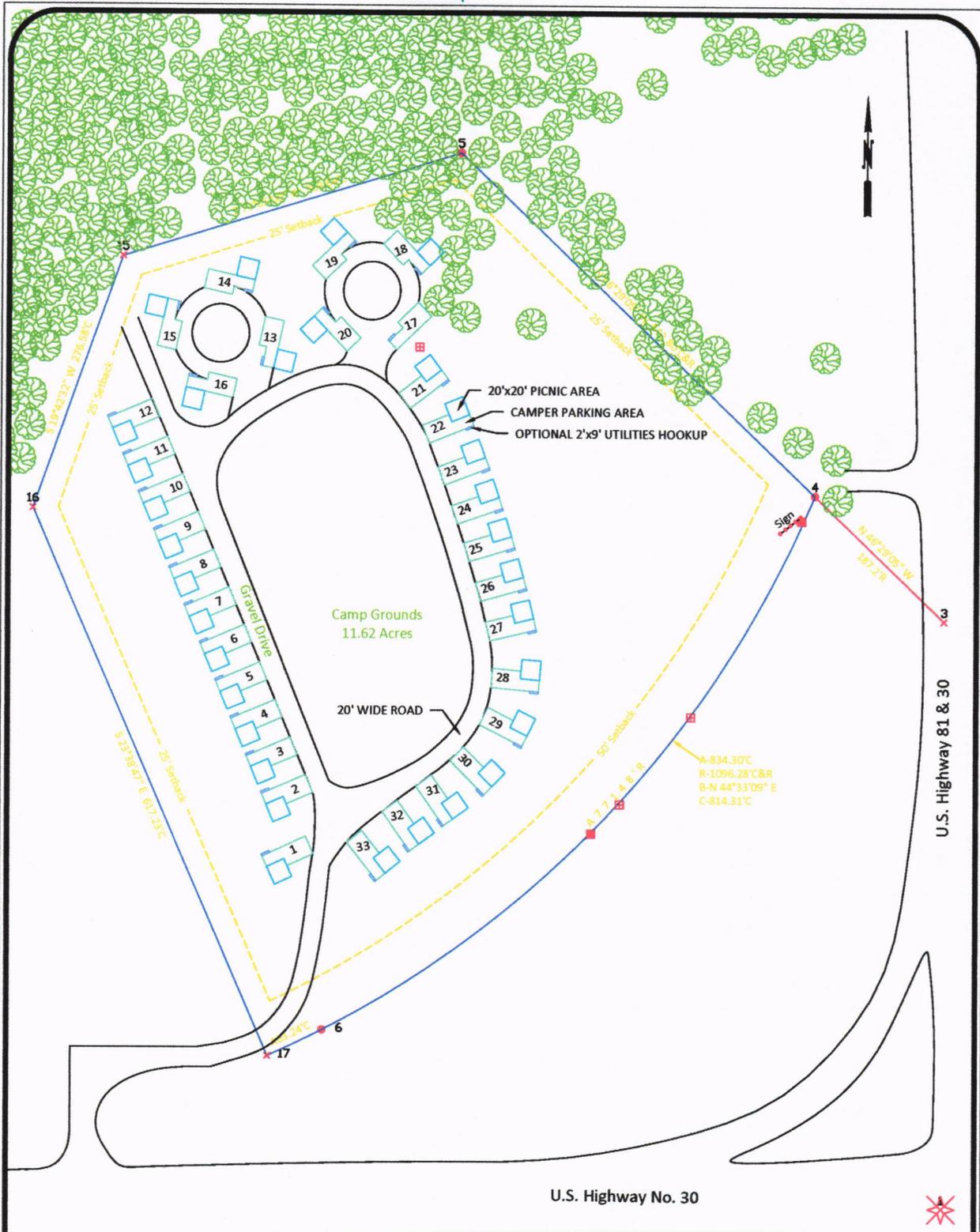
Cordially,

A handwritten signature in blue ink that reads "Nathan A. Pesta".

Nathan A. Pesta, P.E.
Senior Project Engineer
DeHaan, Grabs & Associates, LLC

Enclosures: Bonfire Camp Grounds Proposed Site Plan

Exhibit F



DATE: JUNE 13, 2019

SCALE: 1" = 100'

DRAWN BY: DDR

CHECKED BY: NAP

SHEET: C3.1

BONFIRE CAMP GROUNDS
BONFIRE, LLC

SECTION 86, T. 17 N., R. 1 W
PLATTE COUNTY, NE

PROPOSED SITE PLAN



No.	Revision/Issue	Date

DeHaan, Grabs & Associates, LLC
Certificate of Authorization: CA1026E

DRAFT

NOT FOR CONSTRUCTION

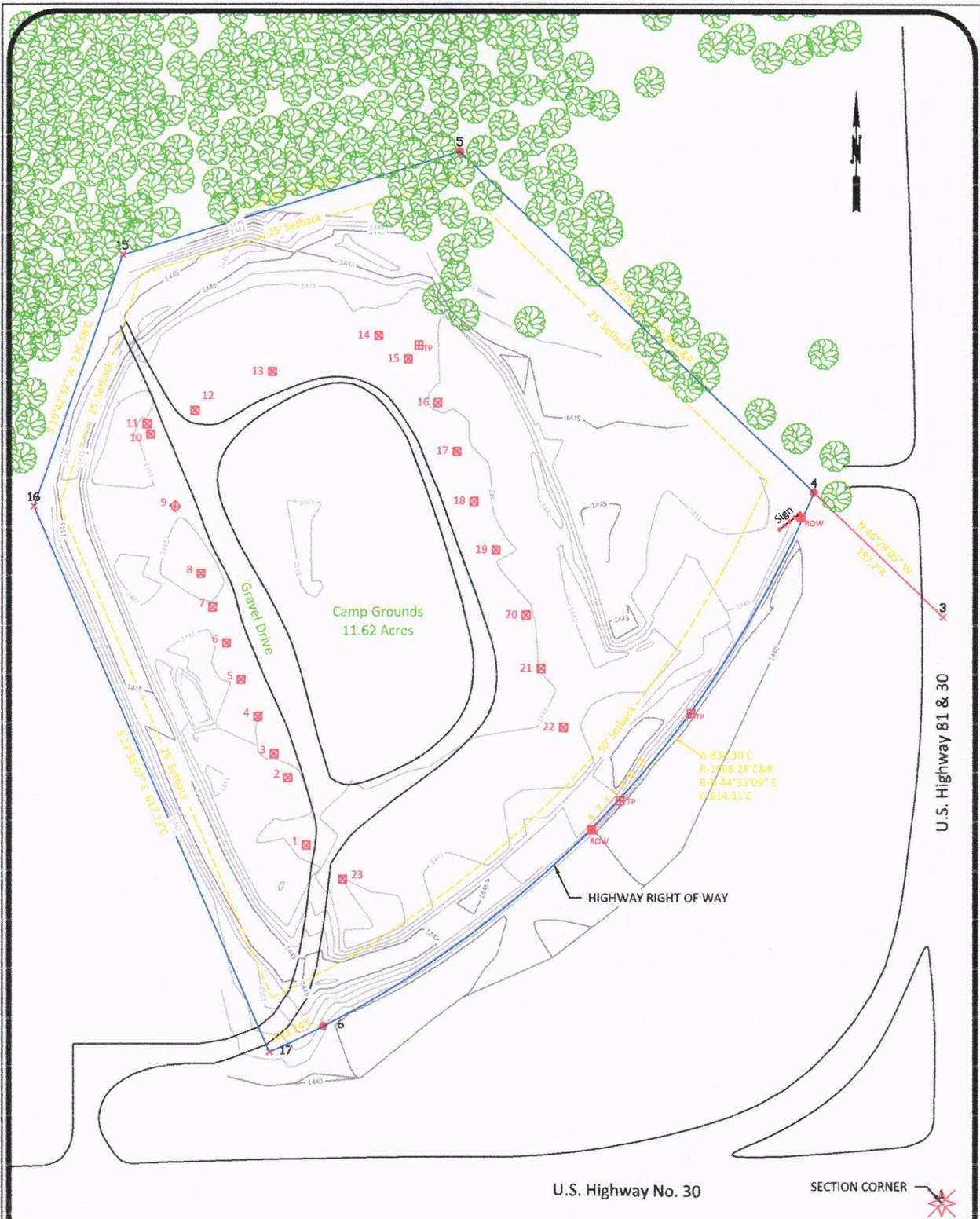
GENERAL NOTES

LEGEND

- SECTION CORNER
- TELEPHONE POLE
- COMPUTED CORNER
- FOUND CORNER
- RIGHT OF WAY POST
- PROPOSED LOT

SCALE, FEET

0 50 100 150 200



U.S. Highway No. 30

U.S. Highway 81 & 30

SECTION CORNER



DATE: JUNE 13, 2019
 SCALE: 1" = 100'
 DRAWN BY: DDR
 CHECKED BY: NMP

BONFIRE CAMP GROUNDS
BONFIRE, LLC
 SECTION 26, T12N, R11W
 FLETCHER COUNTY, INDIANA
EXISTING SITE

DGA
CONSULTING ENGINEERS
 4200 21ST ST., SE UNIT 101 MANASSAS VA 20108

No.	Revision/Issue	Date

Dethman, Gray & Associates, LLC
 Certificate of Authorization: CA1026E

DRAFT
 NOT FOR CONSTRUCTION

GENERAL NOTES

LEGEND

- ✱ SECTION CORNER
- ⊠ TELEPHONE POLE
- ⊗ COMPUTED CORNER
- ⊙ FOUND CORNER
- ⊠ RIGHT OF WAY POST
- 23 ⊠ LOT POST LOCATION & NO.

SCALE, FEET

0 50 100 150 200

Floodway Zoned AE

Flood Plain - Zone AE



-LEGEND-

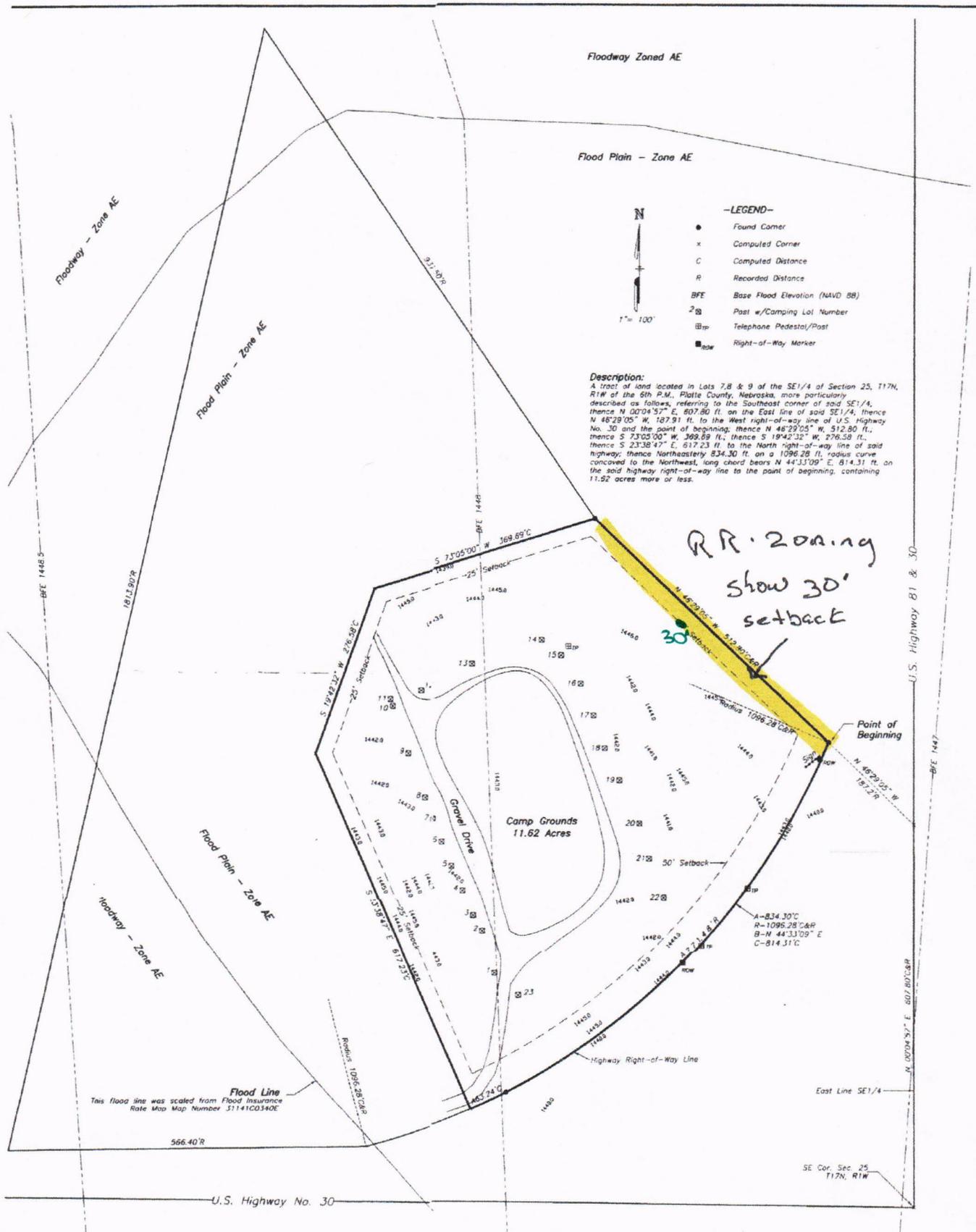
- Found Corner
- x Computed Corner
- C Computed Distance
- R Recorded Distance
- BFE Base Flood Elevation (NAVD 88)
- 2⊗ Post w/Camping Lot Number
- ⊗ Telephone Pedestal/Post
- ROW Right-of-Way Marker

1" = 100'

Description:

A tract of land located in Lots 7, 8 & 9 of the SE 1/4 of Section 25, T17N, R17W of the 6th P.M., Platte County, Nebraska, more particularly described as follows, referring to the Southeast corner of said SE 1/4, thence N 00°04'57" E, 807.80 ft. on the East line of said SE 1/4, thence N 48°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 48°29'05" W, 512.90 ft., thence S 73°05'00" W, 369.89 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 concave to the Northwest, long chord bears N 44°33'09" E, 614.31 ft. on the said highway right-of-way line to the point of beginning, containing 11.92 acres more or less.

RR Zoning
 show 30'
 setback



Flood Line
 This flood line was scaled from Flood Insurance
 Rate Map Map Number 51141C0340E

Flood Plain Notes:
 The base flood elevations and the measured contour
 elevations are referenced to the North American Vertical
 Datum of 1988 (NAVD 88).

TOPO SURVEY - BONFIRE, LLC		
PART SECTION 25, T17N, R17W		
PLATTE COUNTY, NEBRASKA		
TAT	TA TREMEL	No 1 Greenwood Drive - Columbus NE 68603
DATE	SURVEYED	Phone (402) 563-9588 - Fax (402) 563-3922

ORDINANCE NO. 19- 29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT, WITH CONDITIONS, TO ALLOW A "CAMPGROUND" (WITHOUT TENTS) AS CONTAINED IN TABLE 4-2, ZONING DISTRICT REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-2" (GENERAL COMMERCIAL DISTRICT) ZONE, TO WIT: 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; 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 hearing called for the purpose of considering the issuance of a Special Use Permit to allow for a "campground" as contained in Table 4-2, Zoning District Regulations of the Zoning Code, on the following described real estate, to wit:

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.

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 with conditions will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That a Special Use Permit with conditions as set forth in Section 2 herein, has been issued to allow for a "Campground" (without tents), as contained in Table 4-2, Zoning District Regulations of the Zoning Code, for the following-described real estate, to wit:

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 (General Commercial District) zone.

Section 2. That the Special Use Permit shall be conditioned upon the following: 1) Campground rental is limited to 7 days; 2) Liability insurance coverage to be provided and updated annually; 3) Screening from the road with 6' to 8' evergreen trees (double row staggered); 4) No storage of any kind allowed; 5) No skirting of any kind allowed; 6) Maximum number of 33 units permitted; 7) Sewage system other than city sewer needs NDEQ approval; 8) No tents allowed; and 9) The owner grants the city the right to close the entrance and cause the property to be vacated by the occupants if the conditions are not followed. The foregoing are found to be reasonable conditions to be applied to the approval of this permit.

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 is passage, adoption and publication as provided by law. Publication shall be pamphlet form as authorized by 16-405 of Nebraska Revised Statues 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

COMMITTEE OF THE WHOLE
August 5, 2019

A meeting of the Committee of the Whole of the City of Columbus, Nebraska, was convened in open and public session on August 5, 2019, at 5 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:** Council President Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Beth Augustine-Schulte was absent and excused. Mayor James Bulkley was also present. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Community Development Director Dan Curtis, Fire Chief Dan Miller, Finance Director Heather Lindsley, and Library Assistant II Elicia Micek.
2. **Creation of reserve firefighter program and establish wage for position:** Miller explained that he would like to establish a reserve firefighter program to utilize when there is a staff shortage in the department. He noted that this program would utilize trained volunteers and prevent delays in response time. Miller also pointed out that an alternative option is to hire one full-time person to use as a floater. A recommendation was made to the mayor and council to create a full-time floater position and research the reserve program further with a motion by Hiemer and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
3. **Fiscal Year 2019-2020:**
 - 3.A. **Capital Improvement Plan.** (Planning Commission recommended approval.) Vasicek reviewed the capital improvement plan in detail. No action was taken on this agenda item.
 - 3.B. **Budget.** Vasicek reviewed the Executive Summary in detail, explained the contents in each of the budget's sections, and staff answered various questions. Vasicek pointed out the results of the wage and benefit study conducted earlier in the year and said the following two options should be considered in order to bring the pay scale to comparability: 1) amend the pay scale all in one year; or 2) amend

COMMITTEE OF THE WHOLE

August 5, 2019

Page 2

the pay scale over a two-year period. Concurrence of the council was to amend the pay scale all in one year. Vasicek also noted that the following three requested positions are not included in this budget and would cost an additional \$275,000: 1) Planner; 2) Golf Course Manager; and 3) Equipment Operator for Street Department. She further noted that the golf course manager would be a golf professional who would perform the same duties and be employed by the city versus a contracted person who receives incentives.

Augustine-Schulte arrived at 6:09 p.m.

Bill Podraza, 3175 Prairie Lane, questioned the proposed change from contracted golf professional to city employee golf course manager and pointed out that the current golf professional has increased revenues from golf rounds, beverage, merchandise, and driving range sales. He pointed out that the current golf professional pays for an assistant and 21 employees and questioned how those positions would be filled and paid for. Podraza also stated that this position requires management experience and asked the city council to consider retaining a contracted golf professional. John Misfeldt, 3965 Lost Creek Drive and representative of Columbus Golf Association, expressed opposition to the city hiring a golf course manager. He noted that the current golf professional and his assistant work hard marketing the course to bring revenue from out of town visitors and he asked the council to consider the significant impact this change would have on the city. Doug Wagner, 3169 38 Avenue and former golf board member, expressed concerns with hiring a golf course manager and the impact it could have on the condition of the golf course. Extensive discussion was held and it was noted that staff will send a copy of the golf professional's current contract to all council members. Concurrence of the council was to extend the contract for the golf professional for one year to allow time to review the financial impact of hiring a golf course manager. Vasicek explained that there is a \$100,000 subsidy for the transfer station and staff is recommending a \$4 increase to the fees in order to prevent a negative balance in the next fiscal year. Discussion was held and it was noted that staff would review the budget to determine whether or not the subsidy could be reduced with the fee increase. No action was taken on this agenda item.

4. **Adjourn:** The meeting adjourned at 6:58 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".

OFFICE OF THE CITY CLERK

:Janelle Kline

**Columbus Fire Department
Memorandum
For Record**

DATE: July 7, 2019

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Reserve Firefighter Program

RECOMMENDATION:

Recommend authorizing City Staff to create the reserve firefighter program, and to establish a wage commensurate with the requirements of the position.

DISCUSSION:

CFD is experiencing staff shortages that can last for part of a day, full day, multiple days, or even months. This Fall, for example, CFD will experience a staffing shortage due to retirements, an out-of-town paramedic program which lasts for most of a year, and anticipated sick time.

In order to bridge the gap CFD typically recalls career firefighters to fill short shifts. This practice will continue, however, when no career personnel are available, reserves would be called next. Career personnel aren't always available to fill short shifts, and, some are currently suffering or will suffer from burnout.

In lieu of hiring more than the full complement of 15 career firefighters as currently authorized, CFD would like to begin utilizing volunteer personnel who have gained firefighter training and certification through the CFD Volunteer Academy as part time reserve firefighters. Four personnel, minimum, are required daily to continue operations without significant disruption of service availability, and risking personnel safety and effectiveness.

The reserve firefighters would be current CFD volunteers who apply to be reserves, are certified to minimum standards, and have passed the physical agility test.

FISCAL IMPACT:

Entry level career firefighters start at \$14.59/hr. With this program short shifts will be staffed, only as necessary, with part time reserves earning \$15.45/hr. This ensures that the City is not attempting to cover career positions via low-wage, or un-certified, part time employees in order to get around FLSA. Benefits relative to FTEs are not required (pension, insurance, etc.).

Where overtime would have been required regardless, this program fills the positional responsibilities in an economical manner when career personnel are not available.

ALTERNATIVES:

Run short-staffed, compromising public safety, availability of resources, and personnel safety and effectiveness, and/or continue to over-burden career staff and budgets.

SIGNATURE:

BY  _____

APPROVED BY: _____

APPROVED BY: _____

COLUMBUS FIRE DEPARTMENT

Standard Operating Procedure: RESERVE FIREFIGHTER PROGRAM – DRAFT

Revised: 7-31-19

The public relies on CFD to be available without delay 24/7/365. When career daily staffing falls short to maintain safe, effective, systematic operations within the CFD operating model, and no call back staffing is available by career permanent firefighters, qualified reserve firefighters will be called to fill said positions on a daily basis.

The Columbus Fire Department (CFD) Reserve Firefighter Program exists in order to ensure timely, systematic, response to fire, hazardous material, and medical emergencies on a daily basis in Columbus without disruption of service.

Definitions:

Short shift: When staffing falls short to maintain safe, effective, systematic operations within the CFD operating model, and no call back staffing is available by career permanent firefighters, qualified reserve firefighters will be called to fill said positions on a daily basis.

Reserve Firefighter: Has applied to be a CFD reserve firefighter, is a member of Columbus Volunteer Fire Department, has successfully completed same or comparable physical agility to career firefighter requirements, has successfully completed CFD Volunteer Academy, is certified NFPA 1001 Firefighter – I w/Hazmat Operations prerequisite, current CPR card, has current first aid training and/or preferably is a licensed EMT in State of Nebraska.

Minimum Qualifications

To qualify as a reserve, firefighter must:

1. Pass the same physical agility test as career firefighters. Physical agility tests are offered at least once per year, but may be offered more frequently. To remain qualified, or to be requalified, physical agility tests may be required annually, following leave-of-absence, or upon order of the Fire Chief.
2. At minimum, must certified Firefighter-I, Hazardous Materials Operations Level (NFPA 1001), by the State of Nebraska Fire Marshal Training Division, and preferably, certified EMT-Basic in State of Nebraska with current valid license.
3. Lives within 30 minutes of Columbus.

Only certified firefighters and higher will qualify to serve as reserve firefighters, to cover the position of a career (certified) firefighter. Loss of certification/licensure status within State of Nebraska may be grounds for disqualification and removal from reserve status. Not meeting current CFD volunteer firefighter minimum qualifications will be grounds for disqualification and removal from reserve status.

Compensation:

Reserve firefighters will be called upon to fill short shifts as necessary by order of the Fire Chief or his/her designee on a daily basis. Shifts will be for 24 hours, 12 hours, or some lesser time period as necessary to maintain operations in a standardized, systematic, fashion without disruption of emergency services. Reserve firefighters will be called upon only after exhausting efforts to secure a career permanent firefighter for the same scheduled position.

Reserve firefighters, once qualified, and when called on to cover the position of a career staff firefighter / EMT, will receive hourly pay, based on level of certification. EMT-Bs or higher, may not be allowed to practice as such until approved by the CFD Medical Director, and in such case will be compensated at the non-EMT level until approved.

Order of Call-in:

After efforts are exhausted to recall career permanent firefighters, and with the permission of the Fire Chief, eligible reserve firefighters with Firefighter-I, Hazardous Materials Operations, and EMT-Basic will be called first. After that effort is exhausted with no joy, then eligible reserve firefighters with Firefighter-I, Hazardous Materials Operations, and without EMT-Basic will be called.

Within certification classifications, calling order will go by seniority, with the most senior reserve(s) called first, then the next senior, and so forth.

The minimum reserve pay rate shall meet or exceed the base hourly pay rate of a starting career permanent Firefighter/EMT.

Current pay rate for reserve firefighters is:

- Certified FF-I/HM-Ops: \$15.45/hr (Same as Hazmat Operations Level stipend)
- Certified FF-I/HM Ops/Licensed EMT: \$17.00/hr

Annually, hours served as a reserve firefighter must not result in per shift fees that will exceed 20% of what it would require to hire a permanent firefighter. See reference, Figure1: Excerpt, Nebraska Statute 48-126.01 (2).

“(2) In determining the compensation rate to be paid any member of a volunteer fire department in any rural or suburban fire protection district, city, village, or nonprofit corporation or any member of a volunteer emergency medical service, which fire department or emergency medical service is organized under the laws of the State of Nebraska, for injuries resulting in disability or death received in the performance of his or her duties as a member of such fire department or emergency medical service, it shall be deemed and assumed that his or her wages are in an amount one and one-half times the maximum weekly income benefit specified in section 48-121.01 or the wages received by such member from his or her regular employment, whichever is greater. Any member of such volunteer fire department or volunteer emergency medical service shall not lose his or her volunteer status under the Nebraska Workers' Compensation Act if such volunteer receives reimbursement for expenses, reasonable benefits, or a nominal fee, a nominal per call fee, a nominal per shift fee, or combination thereof. It shall be conclusively presumed that a fee is nominal if the fee does not exceed twenty percent of the amount that otherwise would be required to hire a permanent employee for the same services.”

Figure 1: Excerpt, Nebraska Statute 48-126.01 (2)

Reserve Program Reference Notes re: Norfolk Fire Dept

7-31-19

Answers by Scott Cordes, Norfolk, NE Fire Chief

Q. How many reserve firefighters do you currently have, and what are the minimum requirements for credentialing for the reserves? Also, what is their part-time wage?

A. We currently have 30 on the roster. We are full at 30, but often time drift over and under as people come and go and new recruit classes emerge. They must pass a background check, complete an oral interview to gauge worthiness, and complete the physical agility test (basically the combat challenge) prior to being approved to join. So we may exclude people at time of application, or at any time throughout the process to the point of offering them the position. They are completely excluded from the civil service process.

They are presently paid \$14.00 per hour for training and calls. I am raising that number to \$16.00 in the coming budget.

We typically take on a class of 6 or so every fall for a six-month train-up before cutting them loose and that typically keeps us pretty close to 30 with the natural turnover. Sometimes the turnover is their movement to a full time position.

Their primary mission to support fire operations, but since many are students taking classes at the college for EMT-B or Paramedic, they get some taste in the EMS world filling gaps.

On the paid side we are operating at 9 per shift each day, with 7 as the minimum manning. My budget this year is asking for 1 more per shift to a total of 10 with 8 as minimum manning.

The reserves make enough money from their part-time wage with us to serve as an incentive, especially for the students with limited income. But their wages do not exceed FLSA standards for forfeiting their status as a volunteer for purposes of Worker's Compensation Coverage protection, the STRIVE Scholarship from the NSVFA, which many have and will be taking advantage of to get that para-medicine degree, but according to the Dept. of Revenue, the fact they make any money at all excludes them from the Volunteer Tax Incentive Credit of \$250.00.

So in some ways they are part-time employees, and in others they are still volunteers depending on the application or the topic.

Q. As we are looking more to include a reserve program here, do you know what the hours/pay limitations are regarding FLSA and keeping them volunteer classified?

A. Chief, great question, more difficult to answer. I will do my best to offer some perspective.

As I mentioned previously, we are paying our reserves \$14.00 dollars per hour. My proposed budget raises that to \$16.00. I arrived at that number for two reasons. 1. I want to offer them reasonable compensation as an incentive to keep doing what they are doing and try to raise that number every few years. 2. I wanted their hourly wage to be equal to or greater than the entry level pay for a full time firefighter position. That action puts us in a better place with FSLA because we are then not trying to secure coverage via part time employees to get around FSLA expectations. There is case law that supports that notion.

For many purposes, the reserves really become part-time employees in our program. It is hard to make a case that isn't what they have become in the eyes of FSLA. So we treat them that way for those purposes.

But on the flip side, I try to preserve as many of the volunteer perks as I possibly can for a variety of reasons. I have a lot of college students that benefit from the NSVFA Strive Tuition program. Because their criteria for being eligible for the scholarship isn't exceeded by the amount of money they make in a year, they remain eligible by definition of a volunteer. I have had several students get their paramedicine degree and beyond benefiting from that classification.

Also, some recent changes in the worker's compensation laws in Nebraska afford them some protection as well. Previously, you could make \$645 a year working as a reserve for Norfolk Fire and that income was the base determination if you were injured on a call for service. Obviously that was a bad thing for feeding your family as your reserve pay was used to calculate work comp payments each month. We changed that to say that as long as your wages earned does not exceed 20% of the cost of the full time position doing the same job, you retained your status as a volunteer, and your work comp payment would be based on your regular job. The only examples that we could find in the state that was borderline in trouble with that was Bellevue as they transitioned from a volunteer department to a full time one using lots of part time folks working in that 20-30 hour range per week. But to my knowledge, that has not been a problem. The definition we placed in state statute to deal with this matter came straight from FSLA language and some guidance in a document produced by the National Volunteer Fire Council Chief's Section.

Our reserves are all NSFVA members and can participate in those events and activities. That is something I suspect your volunteers would want to preserve, and likely to a larger degree than us, because our reserves were born out of a complete elimination of the previous volunteer organization and in large part started completely anew with fresh bodies that did not have the historical link to the NSFVA. That part would be harder for you as your department has been deeply entrenched in the NSFVA Conference, etc. and may want to keep those affiliations.

Bottom line, I think you can benefit from both worlds if managed properly. You simply have to treat them like part-time employees for purposes of FSLA, but based on the definitions of a volunteer that often emerge, the money you pay them will not forfeit their right to function and be a volunteer in many ways.

Whether you still call them volunteers or reserves is really semantics in my opinion, likely whatever feels good will run its course. Because the vast majority of our people were not part of the old volunteers

way back when we made the change, they did not covet the name volunteer, and actually felt a sense of pride being called a reserve, somehow feeling that was a step closer to some professional standard. You never hear them use the word volunteer other than when that terminology advances their opportunity like the scholarship, or participation in NSFVA functions, etc. I will tell you that they tried to take advantage of the volunteer tax incentive, but the Dept. of Revenue denied the credit. Their interpretation was that the hourly wage received, even though the total did not exceed the 20% rule, that they were excluded. Some departments are paying a monthly stipend to their volunteers, doing that was treated different for purposes of the tax credit according to their attorney's. So the tax credit example was one where they could not use the volunteer classification under our program.

So overall there are times where the door remains open for them to live in both worlds and times when it does not. That will remain a fine line going forward and we just deal with those as they come up.

Sorry this got long, it is really been a long and interesting road to manage, so it has been a moving target for sure. But I can tell you it is worth managing the nuances. Our reserve staff can fight fire and do it well. They are far more than a social group, far more than a cleanup crew, and far more than a scab on the paid staff's butt. They are widely accepted and treated well overall by the paid staff. This took some time to develop, but they interact well.

The best way to achieve that was to prove to the paid staff that is was not going to take away overtime opportunities and was not going to stop us from adding more paid staff when appropriate. Those things have spoken for themselves. We have added staffing since the reserves were created and are about to add staffing again. Likewise there is unlimited opportunity to earn overtime for any of the full time staff, so no monetary shortcoming has materialized in the presence of the reserve staff. Based on those realities and a strong dose of support from management for co-existence, and it has worked for us. Certainly not perfectly, but overall a worthwhile program that this community has benefited from long before I had a hand in it.

Q. Do you look at the 20% over a year, a month, or some other time period? And how do you guys practice the day-to-day, week-to-week, management of this item to make sure you stay under the limit.

A. Our city attorney suggested looking at it from a yearly perspective was the most logical although there is no real specific direction that I am aware of. And since we have our top wage earning reserves never getting over \$3,500 annually, most way, way less, we are not even getting to 10% of a starting wage for a fulltime firefighter's annual wages (currently \$42,000 for non-medic), so no issues with FSLA in our attorney and HR opinions. The second part that could be a problem is if the hourly wage you pay your reserves is less than the hourly wage for a fulltime position, which is why I had to get to \$16.00 this coming year. I believe our starting hourly wage for a full time position is \$15.23 or something close to that, which will increase in next year's budget.

So it was our understanding that is the yearly total did not exceed 20% and the hourly wage was equal to or greater, then we were okay. I certainly don't claim to be an expert on any of this. We have just had to plow forward, ask a lot of questions, seek guidance where we could get it, bounce off other chief's, read a lot, etc. When in doubt, I just look to validate that if it passes the reasonable test, and

openly explain it to everyone involved on the front end. If they know the facts and understand the facts and are bought into the facts, it makes it harder at least to then turn against those facts. It has never reared its ugly head, so you do the best you can with what you can glean and try to make it work.

A document entitled MANAGING VOLUNTEER FIREFIGHTERS FOR FSLA COMPLIANCE, produced in the International Fire Chief's offers some good reading on this topic if you have not seen that.

Sorry, wish I could give you more absolutes on this topic, it is a hard one nationwide as I have come to learn, so many struggles to stay safely inside muddy waters of doing it just right.

[48-126.01 \(2\)](#) speaks to the workers compensation issue and loss of volunteer status pursuant to the 20% rule.

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
August 12, 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 August 12, 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, Dennis Kresha, Prent Roth, and Ron Schilling. City staff members present included Community Development Director Dan Curtis, Fire Chief Dan Miller, and City Clerk Janelle Kline.
2. **Minutes of the July 8, 2019, Traffic Control Device Committee:** A recommendation was made to the mayor and city council that the minutes of the July 8, 2019, Traffic Control Device Committee meeting be approved with a motion by Bahr and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Results of postcard survey from property owners to pave East 14 Avenue north of 23 Street.** It was noted that East 14 Avenue qualifies for federal funding. Mike Siedlik, 1810 Keene Drive, questioned the location of the corporate city limits. A recommendation was made to the mayor and council to proceed with the creation of a Street Improvement District on East 14 Avenue north of 23 Street with the boundaries to be determined with a motion by Bahr and a second by Roth. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
4. **Results of postcard survey from property owners to pave Johannes Addition area.** Joe Gragert, 1725 Keene Drive, referred to the postcard survey and indicated the reason he voted against the creation of a street improvement district was due to the significant cost in comparison to the value of his home. Gragert also expressed concerns with the postcard survey as he feared there may be property owners who did not realize that not responding to the survey was counted as a vote in support of the improvement district. A recommendation was made to the mayor and council to not proceed with the creation of a street improvement district in Johannes 1st through 4th Additions, L&J Price Subdivision, and abutting properties with a motion by Bahr and a second by Roth. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".

5. **Request to pave alley between 14th and 15th Streets from 28th to 29th Avenues.** A recommendation was made to the mayor and council to proceed with a postcard survey for a potential street improvement district for the alley located between 14 and 15 Streets and 28 and 29 Avenues with a motion by Roth and a second by Bahr. Bahr, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”.

6. **Proposed amendment to City Code to amend 2012 International Residential Code to delete the requirement for fire protection of residential floors, delete the requirement for self-closing hinges on door between house and garage, and update Table R301.2(1) to conform with minimum code standards.** Bulkley stated that he has had discussions with a number of builders, developers, and contractors to help resolve housing issues and make housing more affordable. Russ Strehle, 310 South 4 Street; Steven Ramaekers, Granville Custom Homes; and Dave Humlicek, Style Builders, Inc. all spoke in support of the amendments to the 2012 International Residential Code. The requirement for fire protection of residential floors adds a significant cost to the price of a new home and the self-closing hinges on doors between a house and garage is an inconvenience to the builders and homeowners. Miller stated that after reviewing the facts and considering the safety of property owners as well as firefighters, he is supportive of the amendments. Curtis noted that he is presenting the facts regarding the amendments and is not making a recommendation. A recommendation was made to the mayor and council that the proposed amendments to the 2012 International Residential Code be approved with a motion by Roth and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”.

7. **Adjourn:** The meeting adjourned at 4:56 p.m. with a motion by Kresha and a second by Bahr. Bahr, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”.

OFFICE OF THE CITY CLERK
: Janelle Kline

TRAFFIC CONTROL DEVICE COMMITTEE
MINUTES

July 8, 2019

1:30 P.M.

Roll Call Present: Rick Bogus, Chief Sherer, Tara Vasicek, and Chuck Sliva. Absent – Jay Nickolite

Approval of minutes from May 13, 2019 meeting.

Chief Sherer moved and Sliva seconded that the minutes of the May 13, 2019 meeting be approved. All voted “Aye”. Motion carried.

I. Stop signs evaluation east-west 12th Street and on northbound 18th Avenue

Three stop signs in area which are no longer needed with the Pedestrian overpass. Have HDR look at the intersection for the Pedestrian Overpass for a possible pedestrian crosswalk on 12th Street, west side, being added.

Chief Sherer moved and Vasicek seconded to remove the three stop signs. All voted “Aye”. Motion carried.

II. Stop signs evaluation at 14th Street at 18th Avenue.

No need for stop sign as the street is no longer a through street.

Sliva moved and Vasicek seconded to remove the stop sign. All voted “Aye”. Motion carried.

III. Stop sign evaluation onto 3rd Avenue Frontage Road south of Viaduct.

After discussion it was determined that, the stop sign is no longer needed as it was part of the project phasing plans and is on the frontage road which may cause backups on 3rd Avenue

Vasicek moved and Sliva seconded to remove the stop sign. All voted “Aye”. Motion carried.

IV Stop sign evaluation on southbound 24th Avenue and 9th Street.

After discussion it was determined stop sign is no longer needed due to the removal of the past obstruction.

Sliva moved and Vasicek seconded to remove the stop sign. All voted "Aye". Motion carried.

V. No parking signs / parking barriers evaluation on East 11th Avenue dead end located east of Walmart.

After discussion, it has been determined to install some jersey barriers just north of the Wal-Mart access and put up "End of Road" (or similar) signs and "No Parking Signs."

Vasicek moved and Chief Sherer seconded to add the signage. All voted "Aye". Motion carried.

VI. Sign Maintenance / Replacement Plan draft review

Review of Street Sign Maintenance Policy. Revisions needed and will carry over to next meeting.

No Action No Vote

VII. Speed of traffic on 53rd Street and speed bump installation request from citizen.

Traffic observed and appeared to be traveled mainly by residents of the area. The other traffic is contractors who are working in the area building new homes. Police Department will put out Speed Trailer and report at next meeting.

No Action No Vote

VIII. Speed trailer data from Chief Sherer

Study done from 5/13/2019 to 7/1/2019 in chosen areas. Areas of concerns appeared for 3rd Ave., 33rd Ave., & 48th Ave. Will do another study to compare and if possible will cover up the speed display to deter traffic from slowing down because of speed trailer presence. Carry over to next meeting.

No Action No Vote

IX. Review of Traffic Device needs within the City

Request made for Speed Trailer by 5th Avenue by Centennial School
Request by Wagner's Lake 15 MPH Speed limit sign by 104 & 106 Cottonwood Drive. Tara will speak with Mayor Bulkley further on this matter.

No Action No vote

X. Review of Action Items

- A. Columbus Downtown Parking Review (Rick) – not complete
- B. Signage – Review (Jay / Chuck) – Draft provided. Updates to policy and will review at next meeting
- C. Update for Deflector placement Lost Creek Parkway and 3rd Avenue Viaduct (Jay / Chuck) – Mapped out and work orders are in for Lost Creek Parkway. Will complete and then review for 3rd Avenue.
- D. Road by new Fire station not all-public right-of-way. Final plat is still in works (Rick) – not complete

ADJOURNMENT: With no further business to discuss, a motion was made by Sliva and seconded by Vasicek to adjourn the meeting. All voted "Aye". Motion carried.

The City of **Columbus**

MEMORANDUM

DATE: August 8, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: East 14th Avenue North of 23rd Street SID Post Card Survey

RECOMMENDATION:

Recommendation to proceed on Creation of a Street Improvement District (SID) on East 14th Avenue north of 23rd Street (US Hwy 30) with the boundaries to be determined.

DISCUSSION:

Attached is a map showing the locations of the post card survey. The results are non-binding with only final results from the actual formation of the SID.

East 14th Avenue from 23rd Street to North Corporate Limits:

Yes 18 properties resulting in 50% or 2,840.66 feet of the 7,462.83 feet total
No 11 properties resulting in 31% or 3,219.05 feet of the 7,462.83 feet total
No Response 7 properties which is 19% or 1,403.12 feet of the 7,462.83 feet total

East 14th Avenue from 23rd Street to Armory Drive:

Yes 16 properties resulting in 53% or 2,562.66 feet of the 5,141.02 feet total
No 9 properties resulting in 30% or 1,397.74 feet of the 5,141.02 feet total
No Response 5 properties resulting in 17% or 1,180.62 feet of the 5,141.02 feet total

No responses to the official Creation of the SID are in effect YES responses. However, as previously noted please recall the results of the post-card survey are non-binding.

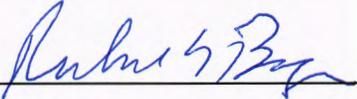
FISCAL IMPACT:

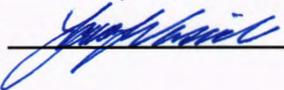
None

ALTERNATIVE:

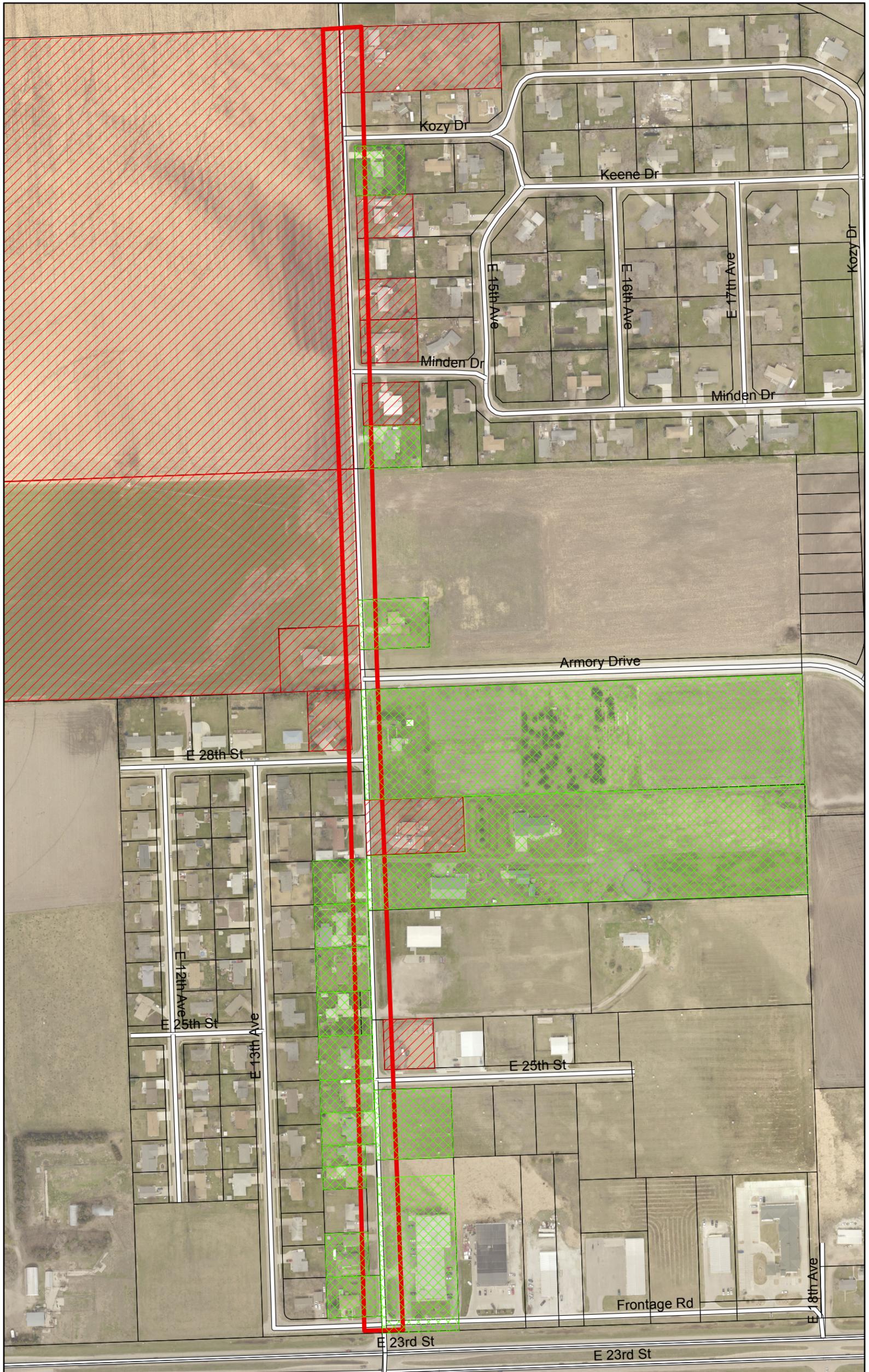
Do not proceed on the Creation of an SID

SIGNATURE:

By: 

Approved By: 

CITY OF COLUMBUS PROPOSED SID



Legend

-  YES
-  NO

The City of **Columbus**

MEMORANDUM

DATE: August 8, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Johannes Addition Area SID Post Card Survey

RECOMMENDATION:

Recommendation to proceed or not to proceed on Creation of a Street Improvement District (SID) in Johannes 1st through 4th Additions, L&J Price Subdivision, and abutting properties.

DISCUSSION:

Attached is a map showing the locations of the post card survey. The results are non-binding with only final results from the actual formation of the SID.

Yes	18 properties resulting in 23% or 2,984 feet of the 14,765 feet total
No	41 properties resulting in 52% or 7,653 feet of the 14,765 feet total
No Response	20 properties which is 25% or 4,128 feet of the 14,765 feet total

No responses to the official Creation of the SID are in effect YES responses. However, as previously noted please recall the results of the post-card survey are non-binding.

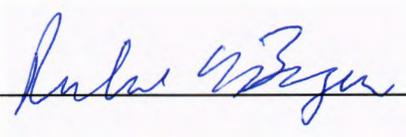
FISCAL IMPACT:

None

ALTERNATIVE:

Proceed or do not proceed on the Creation of an SID.

SIGNATURE:

By:  _____

Approved By: _____

CITY OF COLUMBUS PROPOSED SID



The City of **Columbus**

MEMORANDUM

DATE: August 8, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Property Owner Request for SID - Alley

RECOMMENDATION:

Proceed on a post-card survey for a potential Street Improvement District for the alley located between 14th/15th Streets and 29th/29th Avenues in accordance with the City's Assessment Policy.

DISCUSSION:

We have received a written petition requesting a Street Improvement District for the alley located between 14th/15th Streets and 29th/29th Avenues. It is an east-west alley located along the north side of the Columbus Medical Center. In accordance with the City's Assessment Policy, a non-binding post card survey would be sent to all properties being assessed.

FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

Brought to Eng. Dept on 8/2/19
by Scott Schaeter

July 8th 2019

Dear Mr. Bogus,

This letter is in reference to my request for getting the alley paved between 14th Street & 15th

Street, from 28th Avenue to 29th Avenue.

I have personally spoke to each of the land owners

Connected to this alley, and all are in favor of the pavement.

The amount of traffic should warrant the cities fast response to getting this paved.

Please let me know If any other steps need to be taken on our behalf.

Thank you for your time in this matter.

Land Owners

2821 15th Street

Charla Lambert

2819 15th Street

Scott A. Elmer

2817 15th Street

2815 15th Street

1464 28th Avenue

Edmund J. Beck III

1459 29th Avenue

Kenneth Peterson

1454 28th Avenue

The City of **Columbus**

MEMORANDUM

DATE: August 7, 2019
FROM: Daniel Curtis, Community Development Director
TO: Planning Commission and City Council
RE: Amendments to the 2012 IRC

The amendments for consideration include;

1. Delete the requirement for fire protection of residential floors (R501.3)
2. Delete the requirement for self-closing hinges on the walk door between the house and garage. (R302.5.1)
3. In addition I updated Table R301.2(1) to conform with the minimum standards as provided by Code- No change from what we have been allowing for several years.

Daniel Curtis

Daniel Curtis
Community Development Director

DC:srr:

City	Fire Protection Floors	Garage Walk Door Self Closing Hinges
North Platte	No	Yes
Kearney	Yes	Yes
Hastings	Yes	Yes
Fremont	No	No For Single Family Only
Norfolk	No	No
York	Yes	Yes
Blair	Yes*	Yes
Lincoln	No	No
Omaha	No**	2006 IRC No Requirement

* Will be part of new Code

**Still on 2006 IRC

2012 IRC

R501.3 Fire protection of floors. Floor assemblies, not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space not intended for storage or fuel-fired appliances.
3. Portions of floor assemblies can be unprotected when complying with the following:
 - 3.1. The aggregate area of the unprotected portions shall not exceed 80 square feet per story
 - 3.2. Fire blocking in accordance with Section R302.11.1 shall be installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
4. Wood floor assemblies using dimension lumber or structural composite lumber equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance.

R302.5 Dwelling/garage opening/penetration protection.

Openings and penetrations through the walls or ceilings separating the *dwelling* from the garage shall be in accordance with Sections R302.5.1 through R302.5.3.

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2012 INTERNATIONAL RESIDENTIAL CODE; ADOPTING AMENDMENTS TO SAID CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, to adopt the 2012 International Residential Code and in furtherance thereof to amend Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) as follows:

Section 1. That Section 150.105 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.105 ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE: It is hereby adopted for the purposes of establishing rules and regulations governing the erection, construction, enlargement, alteration, moving, removal, conversion, demolition, occupancy, equipment, repair, height and area of detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress within the jurisdiction, including permits, and providing penalties for the violation thereof that certain building code known as the International Residential Code, 2012 Edition, one copy of which has been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth at length herein, from the date on which this section shall take effect and provisions thereof shall be controlling and the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area of detached one and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories in height with separate means of egress within the City or within the extraterritorial jurisdiction of the City.

Section 2. Section 150.106 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby is hereby amended to read as follows:

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

(A) Section R101.1 Title. insert (City of Columbus, NE)

(B) Section R105 Permits. Delete the Electrical, Gas, Mechanical and Plumbing provisions.

(C) Section R105.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(1). One story detached accessory structures provided the floor area does not exceed 120 square feet.

(D) Section R105.2(2) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(2). Fences more than three feet from any property line.

(E) Section R108.2 of the 2012 International Residential Code is hereby amended to read as follows:

R108.2 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. In addition, a plan review fee equal to ten percent of the building permit shall be paid for a plan review.

(F) Section R113.4 of the 2012 International Residential Code is hereby amended to read as follows:

R113.4 Violation Penalties. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor and the person shall be deemed guilty of a separate offense for each and everyday or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted and upon conviction shall be punishable by a fine of not more than thirty days or by both fine and imprisonment.

Whenever the Building Official is satisfied that any provisions of this Code have been violated or are about to be violated or that any order or direction made pursuant to this Code has not been carried out or is being disregarded, he may apply to the City Council and request that it order civil proceedings to be instituted. Any civil proceedings, when instituted by the City Attorney at the direction of the City Council shall be brought in the name of the City of Columbus. Nothing in this Section and no action taken thereunder will exclude any other proceedings authorized by this Code or any other law or ordinance in force or to exempt any person violating this Code or any of the laws from any penalty which might be incurred.

(G) Table R301.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

TABLE R301.2(1)

Ground Roof Snow Load	25 lbs. per square foot
Wind Speed	90 mph
Seismic Design Category	A
Subject to Damage from Weathering	Severe
Subject to Damage from Frost Line Depth	36 inches
Subject to Damage from Termite	Moderate to Heavy
Subject to Damage from Decay	None to Slight
Winter Design Temperature	-3
Ice Barrier Underlayment Required	Yes
Flood Hazard	Adopted FEMA Firm Map
Air Freezing Index	1720
Mean Annual Temp	50

(H) Section R302.2 Exception of the 2012 International Residential Code is hereby amended to read as follows:

R302.2 Townhouses, Exception: A common 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E 119 or UL263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall and the structure is protected by an approved sprinkler system. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical

installations shall be installed in accordance with the NEC. Penetrations of electrical boxes shall be in accordance with Section R302.4.

(I) Section R302.2.4 No. 5 of the 2012 International Residential Code is hereby amended to read as follows:

R302.2.4 #5. Townhouses separated by a common 1-hour fire-resistance rated wall as provided in Section R302.2 and the structure is protected by an approved sprinkler system.

(J) R302.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R:302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other opens between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35mm) thick, or 20 minute rated fire doors.

(K) Section R311.7.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.1 Risers. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

(L) Section R311.7.5.2 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.2 Treads. The minimum tread depth shall be 9 inches (229 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

(M) Section R313 Automatic Fire Sprinkler Systems of the 2012 International Residential Code is hereby deleted entirely.

(N) Section R322 of the 2012 International Residential Code is hereby

amended to read as follows:

R322 Flood-Resistant Construction where approved by Federal, State, and City Flood Plain regulations.

(O) Section R403.1.4.1 of the 2012 International Residential Code is hereby amended to read as follows:

R403.1.4.1 Frost Protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods.

1. Extending below the frost line specified in Table R301.2(1).
2. Constructing in accordance with Section R403.3.
3. Constructing in accordance with ASCE 32.
4. Erected on solid rock.

Exceptions:

1. One-story wood or metal frame unheated and detached buildings not used for human occupancy and not over four hundred forty (440) square feet in floor area (where no dimension exceeds twenty-two feet (22') and the width between bearing walls does not exceed twenty feet (20'), may be constructed with walls supported on a monolithic footing and slab. The footing shall be a minimum of twelve inches (12") below grade and eight inches (8") wide. Detached wood frame garages over 440 square feet must have a minimum 8" wide x 36" deep foundation.
2. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

(O) All provisions contained in Section R405 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following subsurface drainage provisions and the 2012 International Residential Code is amended accordingly, to-wit:

R405: Subsurface Drainage.

Section 1.

Drainage System. All residential dwellings located within the City limits of the City of Columbus or within the extraterritorial jurisdiction of the City, shall have installed, unless a waiver is obtained as provided herein, a

system to remove subsurface water from below grade habitable space. The systems for removing the water may be a coarse gravel base, subsoil drain, both of which are described herein, or any other system or combinations thereof when approved by the Building Official of the City of Columbus.

Section 2.

Definitions. Coarse gravel base, for the purposes of this Section shall mean, a minimum of 12" coarse gravel under the concrete floor of any below grade habitable spaces, with one 24" x 24" diameter deep well, the well being screened and having a concrete base, to act as a sump, for each 750 square feet of floor area of below grade habitable space.

Subsoil drain, for purposes of this Section shall mean subsoil drain tiles and a sump pit installed around the perimeter of foundations enclosing habitable spaces located below grade. In addition to the perimeter drains, the drains shall be installed so that all areas of the floor of below grade habitable space are within 10' of a drain tile. Drain tiles shall be installed at or below the area to be protected. The drain tile shall be surrounded by a minimum of 6" coarse gravel on all sides. The drain tile shall have a minimum diameter of 4" and shall be constructed of vitrified clay tile or PVC pipe. The sump into which the drain tile discharges shall be constructed of concrete or masonry block and shall have a minimum dimension of 24" x 24". The sump may also be constructed of polyethylene provided it conforms to Commercial Standard CS228-61, Building Official Code Administrator 73-78, Farmer's Home Administration Material Release 699 and American Society of Testing Material Standard Depth 405-76 as they in effect at the date of the adoption of this Section.

With either of the above-described systems, the sump shall discharge by gravity or mechanical means to a storm sewer, street or natural drainage way approved by the Building Official, but specifically shall not discharge into a sanitary sewer system.

Habitable space is defined, for purposes of this Section, as any space having a ceiling height of not less than 6' feet which is partially or completely below the ground level elevation.

All other terms and phrases used herein shall be defined by the International Residential Code as adopted by the City of Columbus, Nebraska.

Section 3.

Administration. The Building Official shall approve all drainage systems

prior to and during their installation.

The requirements to install a drainage system for the removal of subsurface water may be waived under the following conditions:

a. The Building Official may waive this Section if the floor of the below grade habitable space is above the highest recorded water level at the particular location of the building so constructed as demonstrated and proven by the owners of the property upon which the building is to be constructed.

Highest ground water elevation shall be determined by open soil boring on the property upon which the residence is to be constructed.

b. Owners of the subdivisions and additions platted prior to the adoption of this Section may apply for a waiver on the entire subdivision, the waiver being granted by the Building Official. The Building Official shall grant a waiver if the owner of the subdivision shows to the Building Official that the floors of below grade habitable space will not be constructed lower than the highest recorded ground water elevation.

The highest ground water elevation shall be determined by soil borings taken at various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof in the addition or subdivision, whichever would require the least number of soil borings.

c. Subdivisions or additions approved subsequent to the passage of this Section which require that all below grade habitable spaces constructed in the subdivision or addition be constructed in a manner that the floor of the below grade habitable space is above the height of the highest measured ground water elevation.

The highest ground water elevation shall be determined by soil borings of various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof, in the addition or subdivision, whichever would require the least number of soil borings.

Section 4.

Default. Failure to comply with the terms of this Section, by the owner of any building covered by this Section or by the owner of any real property included within the terms of this Section may result in the denial of the building permit application and a fine of \$100 per day that the building does not conform to the above requirements.

(P) R501.3 The requirements for fire protection of floors is hereby deleted entirely.

(P) All provisions contained in Chapter 11 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following manufactured home dwelling provisions and the 2012 International Residential Code is amended accordingly, to-wit:

Chapter 11: Manufactured Home Dwellings.

Section 1.

Definitions. For purposes of this Section, "manufactured home dwellings" shall mean a factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; which does not have permanently attached to its body or frame, any wheels or axles and which bears a label certifying it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.

Section 2.

Construction Standards. A manufactured home complying with the following architectural or ascetic standards may be placed in all residential zones provided:

- a. The home shall not have less than 900 square feet of floor area;
- b. The home shall not have less than an 18 foot exterior width;
- c. The roof shall be pitched with a minimum vertical rise of 2.5" for each 12" of horizontal run;
- d. The exterior material shall be of a color, material and scale comparable with those existing in the residential site in which the manufactured home dwelling is being permanently

installed;

e. The home shall have a nonreflective roof material which is or simulates asphalt or wood shingles, tile or rock;

f. Permanent utility connections shall be installed in accordance with local regulations;

g. The home shall bear an appropriate seal which indicates it was constructed in accordance with the standards of the U.S. Department of Housing and Urban Development;

h. The home shall have all wheels, axles, transporting lights and the removal towing apparatus removed; and

i. The home shall be constructed upon a permanent foundation that is constructed and build in accordance with local regulations.

(Q) Chapters 12, 13 and 14 of the 2012 International Residential Code are hereby deleted.

(R) Chapters 16-43 of the 2012 International Residential Code are hereby deleted.

Section 3. That Section 150.999 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.999 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in §10.99

(B) (1) Any person who shall violate or who shall refuse, neglect or fail to comply with any of the provisions of §§150.065 *et seq.* Shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in a sum not less than \$5 nor more than \$50 for each offense; and any person holding a license under the supervision and authority of the Community Development Department who is convicted of having violated any of the provisions of §§150.065 *et seq.*, shall have that license revoked by the City Council. Any person having their license revoked for said cause shall not be granted a new license for a period of one year thereafter.

(2) Any person who shall have been convicted of having done any work in a manner prohibited by §§150.065 *et seq.*, and who shall fail, neglect or refuse to correct the same within ten days after conviction shall be guilty of an independent and separate offense for each day thereafter during which the work is permitted to remain in such improper condition.

Section 4. This ordinance shall repeal all other ordinances in conflict with the provisions of this ordinance.

Section 5. This ordinance shall take effect 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 Section 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



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 SHERER, CHIEF OF POLICE
T.T. 21014

DATE: AUGUST 14, 2019

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
LEVEL ONE PROPERTIES
1270 27TH AVENUE
COLUMBUS, NEBRASKA
SUPERVISORS: ROBERT GASPER

This application for special designated license is for the purpose of serving alcoholic liquor by a trained attendant during street music festival. This is an event for the purposes of public event enclosed with snow fencing to restrict open access. The event is to be held on 27th Avenue from 13th Street south to the alley, Columbus, Platte County, Nebraska. This event will be held on September 27, 2019 at 5:00 P.M. until 11:59 P.M. and will be supervised by Robert Gasper. It is expected that approximately 250 people will attend the event.

According to the license application, Robert Gasper and Paul Schumacher will be the contact parties for this event.

Attendees will be served beer, wine, and spirits while a band is performing. The event will be held on 27th Avenue from 13th Street south to the alley enclosed with snow fencing. The area is 150' by 70' which will have a controlled entrance. The trained attendant will only serve alcoholic beverages to those over 21 years of age through the use of wristbands that will be attached at the door after persons provide appropriate identification. The attendants will also be responsible for accepting cash as payment.

This report will serve as notice that local law enforcement has been informed in advance of this event and the Special Designee Liquor License Request is for a single event to occur on September 27, 2019 from 5:00 P.M. until 11:59 P.M.

**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

Level One Properties

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

1270 27th Ave.

Retail Liquor License Address or Non-Profit Business Address

122436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

9/27/19

Event Start Time(s):

5 PM

Event End Time(s):

11:59 PM

Alternate Date:

none

Alternate Location Building & Address:

none

Event Building Name:

Street (27th Ave.) Columbus, Neb.

Event Street Address/City:

1270 27th Ave. Columbus, Neb.

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 150' x 70' (Diagram Form #109 must be attached)

Type of Event:

Street Music Festival

Estimate # of attendees: 250

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:

Rob Gasper

Event Contact Phone Number:

402 910-6838

Event Contact Email:

POR 928 @ S4 @ Gmail.com

*Signature Authorized Representative:



Printed Name

Robert Gasper

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

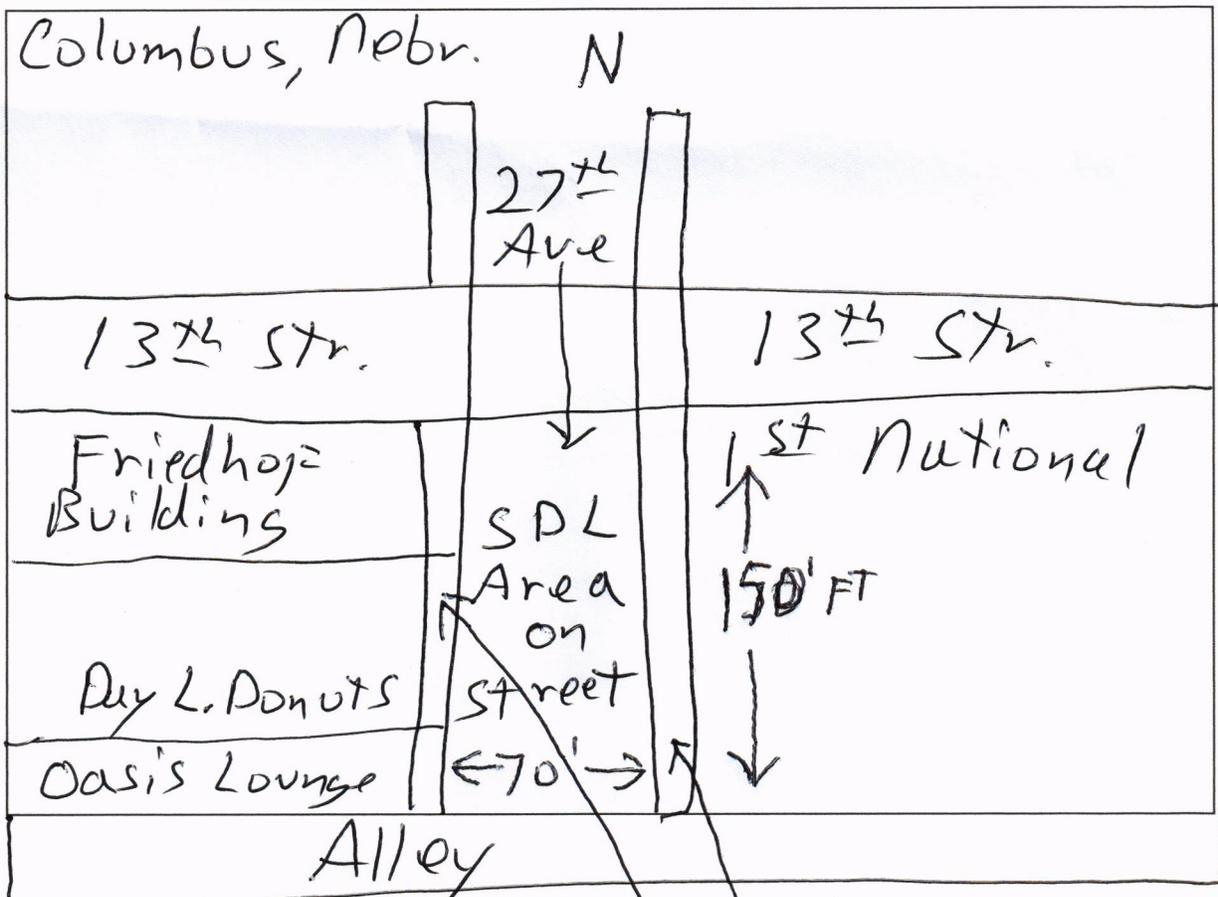
OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Private Security (Visible + Under cover)

- 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

Snow Fencing will secure the area with attendants at each entrance

DIAGRAM OF PROPOSED AREA:



I live or operate a business on 13th Street and 27th Avenue, and I am not opposed to the street being blocked off on: (date) FRIDAY, SEPT 27, 2019 between the hours of (time) 5 pm and (time) 11:59 pm for (name of event) 27th Ave September Fest.

PRINT NAME	ADDRESS	SIGNATURE
Artzy Haven	1354-27th Ave	Lori Clausen
PARK PLAZA	1354-27th Ave	Bette French
Hair Anaya	1262-27th Ave	Karen Ostrander
Angels Care Home Health	1260 27th Ave Ste 102	Brenda Lee
Columbus Telegram	1254 27th Avenue	Sammy J
Tooley Drug	2615-13th St	R.C. Tooley
FIRST NAT'L BANK	2623 13th Street	William W. Flaherty
Mother Nature's Emporium	2707 13th St	Margaret S. Morgan
Loxx	2720-13th St	Kenzo Matys
Picket Fence	2714 13th St	Jack J. Conni
Alice Sieh	2710 13th St	Alice Sieh

Hair by Friends	1268 27th St	Duo Bar
Nails by Friends	1268 27th St	Duo Bar
OASIS	1264 27th Ave	Debra Mason
Bob Early	1268 27th St	Robert Early
Olga Cabrera	1268 27th St	Olga S. Cabrera
Dick + Dotie's soap	1260 27th Ave	27th Ave



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 SHERER, CHIEF OF POLICE *C.S. #1014*

DATE: AUGUST 14, 2019

SUBJECT: MAIKEL CASTELLANOS MORACEN dba KING BAR
LIQUOR LICENSE APPLICATION
4704 HOWARD BOULEVARD
COLUMBUS, NEBRASKA

OWNER/MANAGER: MAIKEL CASTELLANOS MORACEN

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 is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate 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:

Sanitation or sanitary conditions are in order.

- 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:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

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

The existing liquor licenses in the area include one to the west, Cubby's Gas Station. It is the next business to the west.

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

The proposed license is compatible with this area.

- 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 type of business and activity proposed will be consistent with public intent.

- 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:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

- 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:

There is no evidence that the applicant will not take every reasonable precaution to prevent theft and the area is reasonably secured.

- 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:

There is no evidence showing that the applicant is not 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.

- 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:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

- 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 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:

There is no evidence of discrimination involving the applicant.

- 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 applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

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

There will be no impact on local schools, libraries, parks, and other public institutions.

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

Activities will not create unreasonable noise.

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.



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

August 5, 2019

Columbus City Clerk
2424 14th Street
Po Box 1677
Columbus, Ne 68602-1677

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: OUTDOOR AREA

LICENSE #: I-123113

LICENSEE: MAIKEL CASTELLANOS MORACEN

TRADE NAME: KINGS BAR

ADDRESS: ~~3508 20TH STREET~~ 4704 Howard Boulevard

CITY/COUNTY: COLUMBUS/68601/PLATTE

CONTACT NUMBER: 531-213-9583

CONTACT PERSON: MAIKEL MARACEN CASTELLANOS

EMAIL: KBAR17604@GMAIL.COM

REQUEST: ADDITION OF OUTDOOR AREA 8 X 11

MAKING THE NEW DESCRIPTION READ: ONE STORY BLDG APPROX 47 X 72

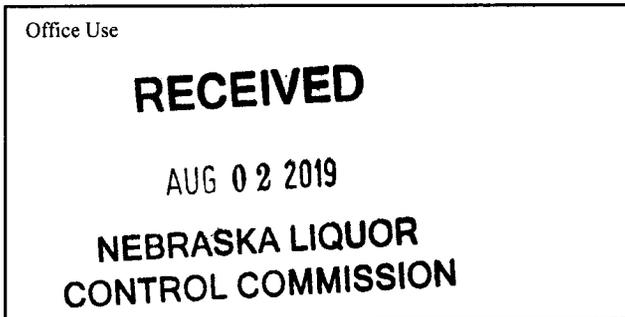
INCLUDING BASEMENT AREA APPROX 11 X 19 PLUS OUTDOOR AREA APPROX 8 X 11

APPROVED _____ DISAPPROVED _____

Tracy Burmeister
Licensing Division

**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 # I-123113 CLASS TYPE T
Mikail
LICENSEE NAME Moracen Castellanos
TRADE NAME King Bar
PREMISE ADDRESS 3508 20th St
CITY Columbus ZIP CODE 68601 COUNTY Platte
CONTACT PERSON Moracen Castellanos Michael Maikel
PHONE NUMBER OF CONTACT PERSON 5312139583
EMAIL ADDRESS OF CONTACT PERSON _____

Cash
receipt 8/2/19
169842
45⁰⁰ 46



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

outdoor area 6x11
south side

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

Signature of Licensee or Officer

State of Nebraska

County of LANCASTER

The foregoing instrument was acknowledged before me this

2nd day of August 2019

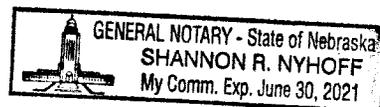
Date

by MARKEL MARGEN COSTELLO

name of person acknowledged (individual(s) signing document)

Notary Public signature

Affix Seal



DESCRIPTOR 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

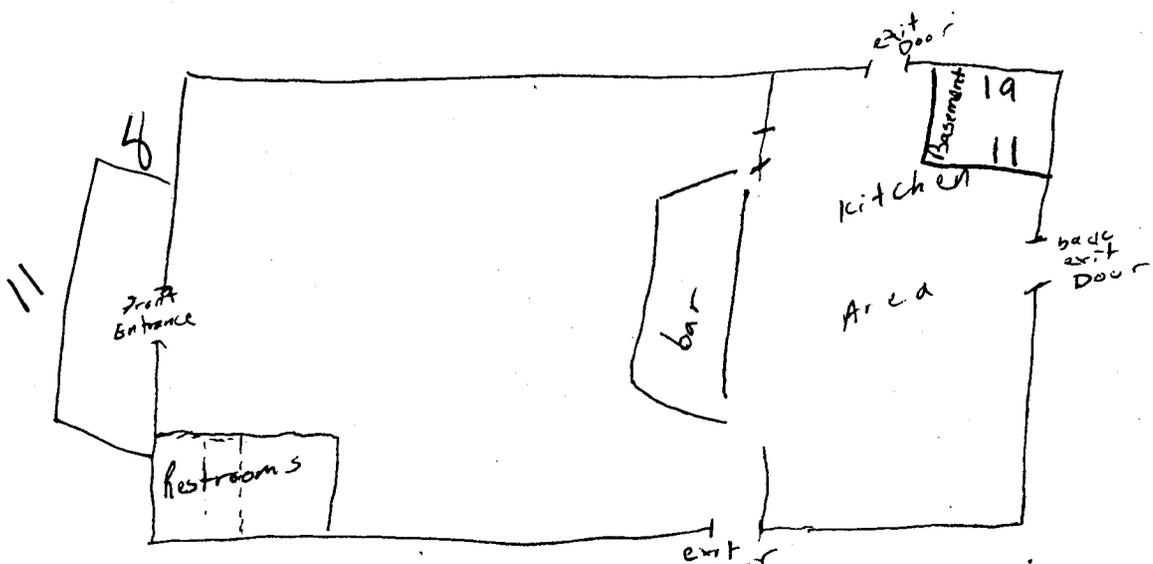
DESCRIPTION AND DIMENSION OF THE STRUCTURE TO BE LICENSED

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

Nebraska State Patrol
Investigative Report



KING BAR
COLUMBUS, PLATTE COUNTY

Case Number NSP19008679
INV. SANDRA GOODE

LIQUOR LICENSE I-123113

Inv. Sandra Goode was assigned to conduct a background investigation and inspection on a Red Tag application for Liquor License I-123113 at King Bar in Columbus, Platte County, NE.

The applicants are MAIKEL MORACEN CASTELLANOS, YANISLEIDYS ORTEGA ESPINOSA, JOSE ARITA, and IRMA PORTILLO. All four of the applicants appear to meet all statutory requirements. MAIKEL has a speeding conviction in 2017 in Madison County. YANISLEIDYS has a conviction for No Driver's License and No Proof of Insurance in 2018 in Platte County. JOSE has a speeding conviction in 2014 in Seward County and a speeding conviction in Merrick County in 2018. None of the above convictions were disclosed on the application. Inv. Goode discussed the application with MAIKEL with an interpreter present. Inv. Goode has no concerns about the omissions of the traffic convictions on the application.

The premise location appears to meet all distance requirements. The premise is a one-story building approximately 72' X 47'. Upon inspection, the applicant disclosed that they had enclosed a small overhang area on the south side of the building for an outdoor area, approximately 11' X 8'. This addition of outdoor area also meets the required distance requirements.

Inv. Sandra Goode #220
July 24, 2019

#13
RECEIVED

JUN 24 2019

COMMERCIAL LEASE

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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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

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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.

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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.

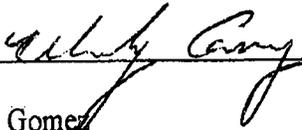
SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become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

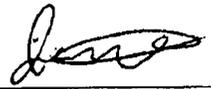
TENANT:



Date: 6/21/19

Maikel Castellanos Moracen

TENANT:



Date: 6/24/19

Jose Arita



The City of **Columbus**

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station
402-562-4260 www.columbusne.us

MEMORANDUM

DATE: August 13, 2019
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
RE: Accept Low Quote for PureAir Drum Scrubber 500 (DS-500CFM) Odor Control System in the amount of \$12,100.00 from

RECOMMENDATION: Recommend that the City Council accept the quote from Electric Pump / PureAir Filtration of Des Moines Iowa. To address odor control concerns at LS#1 lift Station.

DISCUSSION: Due to the amount of ongoing neighborhood complaints in the 3rd Avenue and South 5th Street area related to the odors from LS#1 Lift Station staff is recommending the installation of a drum style air scrubber in an effort to eliminate the odors discharged from the area lift station.

Attached you will find three quotes for a PureAir Drum Scrubber 500 CFM Model. With the low quote from in the amount of \$12,100.00 from Electric Pump, Inc of Des Moines Iowa. City staff will set up and install unit.

FISCAL IMPACT: Funds will be utilized from the system maintenance budget line.

CONCURRENCE: Jake Wacha, Water Utility Supervisor

SIGNATURE:

By: 
Chuck Sliva, Public Works Director

Approved By: 
Heather Lindsley, Finance Director

Approved By: 
Tara Vasicek, City Administrator



Sliva, Chuck

Subject: FW: Columbus, NE - WWTP - Lift Station Odor Control
Attachments: 5-13-19 Columbus NE WWTP_Drum Scrubber_scope_051319.pdf; ATT00001.htm

From: Jim Gray <jimg@electricpump.com>
Sent: Tuesday, August 13, 2019 2:37 PM
To: Sliva, Chuck <sliva@columbusne.us>
Subject: Fwd: Columbus, NE - WWTP - Lift Station Odor Control

Chuck,
Here you go

Thank you

Sent from my iPhone

Jim Gray
Electric Pump, Inc.
Outside Sales
jimg@electricpump.com
<http://www.electricpump.com>
Cell Phone: [712-420-5679](tel:712-420-5679) Main Office: [515-265-2222](tel:515-265-2222)
Toll Free: [800-383-7867](tel:800-383-7867) Fax: 515-265-8079
4280 E 14th Street * Des Moines * IA * 50313



Begin forwarded message:

From: Taylor Musselman <taylorm@electricpump.com>
Date: August 13, 2019 at 2:17:19 PM CDT
To: Jim Gray <jimg@electricpump.com>
Subject: FW: Columbus, NE - WWTP - Lift Station Odor Control

Jim,

In response to your voicemail. They can send PO to PureAir In Care of Electric Pump since it is a commission order.

Thanks,

Taylor Musselman
Electric Pump
[515-393-6172](tel:515-393-6172)



6050 PEACHTREE PKWY, SUITE 240-187 NORCROSS, GA 30092
Ph: 678-935-1431, Fax: 678-935-0648

To: Taylor Musselman
Date: May 13, 2019
Project: Columbus, NE WWTP Lift Station Odor Control
Owner: City of Columbus, NE

Quote#: PAF-190513aay

PUREAIR FILTRATION is pleased to offer the following Proposal and Pricing for your review. Orders/Contracts/Terms for purchase of these materials are subject to the attached standard terms and conditions.

Taylor,

We are pleased to provide you with the following quote for PureAir Filtration odor control systems based on the information provided from the OdaLog results. Each system will include the items listed below unless stated otherwise.

One (1) Odor Control Systems, designed to deodorize malodorous air containing various gases. Each system will consist of the following, unless stated otherwise.

- 1) PureAir Drum Scrubber 500 (DS-500) designed to meet all customer requirements.
- 2) One (1) corrosion resistant blower to provide up to 500 CFM. Blower outlet equipped with a slide gate damper to adjust airflow.
- 3) High efficiency mist and grease filter.
- 4) 17 cubic ft (total) of PureAir adsorbing media. 13 cubic ft of Sulphasorb XL media and 4 cubic ft of CPS12 Blend media. Media will be delivered in boxes for loading into the unit.
- 5) Real time media bed monitoring rod.
- 6) Sample ports.
- 7) One (1) day of testing and training of plant personnel on the operation and maintenance of the equipment.

Prices are firm if Proposal accepted within 90-days from proposal date. Invoices are payable within 30-days from Invoice date. The attached Terms and Conditions become a part of this offer to sell.

Not Included:

- Installation of any of the above equipment
- Electrical Installation
- Anchor bolts for securing the units to concrete pad

Terms: See also attached standard terms and conditions
Submittals to be completed in **2-4** weeks upon receipt of purchase order
Delivery will occur 4-6 weeks after written release from Purchaser.
Freight: FOB Factory (shipping not included)
Taxes: *Not included*

PRICE:.....\$12,100.00 each

Contact: Anthony Yamini (PureAir Filtration) T: 678-296-7867

PUMPCON QUOTATION

August 13, 2019

To: Chuck Sliva – City of Columbus, NE

Re: Drum Scrubber Odor Control

From: David Ward

E-mail: davidw@pumpcon.com

Website: www.pumpcon.com

Phone: (501) 336-8500 EXT. 2332

Direct: (501) 499-6638

Chuck,

Please use \$13,985.00/ea as your cost, FOB Conway, for the odor control drum scrubber as described in the information you furnished and as qualified by the notes herein.

Proposal:

1. Drum Scrubber 500 (DS-500) designed to meet all customer requirements.
2. One (1) corrosion resistant blower to provide up to 500 CFM. Blower outlet equipped with a slide gate damper to adjust airflow.
3. High efficiency mist and grease filter
4. 17 cubic ft (total) of adsorbing media. 13 cubic ft of media and 4 cubic ft of blend media. Media will be delivered in boxes for loading into the unit.
5. Real time media bed monitoring rod.
6. Sample ports.
7. One (1) day of testing and training of plant personnel on the operation and maintenance of the equipment.
8. All items external to this drum scrubber (electrical installation, installation, anchor bolts, duct work, piping, etc.) are to be supplied and installed by others.

Notes:

- Other Items Not Specifically Stated Above are Not Included.
- Terms: Net 30, with approved credit. F.O.B.: Shipping point, unless otherwise stated herein. PumpCon shall not be responsible for State and Federal taxes, taxes of any other jurisdiction, any tariffs, etc. and all such charges shall be the responsibility of others.
- Delivery can be accurately determined only at the time of release to production. This type product is currently shipping within 5 to 7 weeks after receipt of approved submittal drawings or other acceptable and binding release to production. Production/shipping times may be lowered based upon approval for pre-ordering of long lead time items during the submittal process.
- Prices herein are valid for 30 days, after which they may change without notice. Freight charges, when quoted, are estimates only and may change at any time, without notice. Prices are based on the use of components that meet PumpCon quality standards in all cases where brand names, etc. required by the specifications do not preclude their use, or if specific exception is taken to specification requirements and stated herein. Requirements that are not clearly indicated in the furnished specifications, and likewise, requirements for items taken exception to on the face of this proposal, cover letters or emails or on related documents may result in a price change. Any deviation from this proposal may result in a price change. Changes made after release to production will result in a price change. Some anticipated alternate price requirements may be listed herein as add and/or deduct prices.
- Items not specifically listed in above quote description are not supplied.

PROPOSAL

Date: August 13, 2019
Attention: Chuck Sliva
Project: Lift Station Odor Control
Location: Columbus, NE

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY

- Drum Scrubber 500 (DS-500) designed to meet all customer requirements.
- One (1) corrosion resistant blower to provide up to 500 CFM. Blower outlet equipped with a slide gate damper to adjust airflow.
- High efficiency mist and grease filter
- 17 cubic ft (total) of adsorbing media. 13 cubic ft of media and 4 cubic ft of blend media. Media will be delivered in boxes for loading into the unit.
- Real time media bed monitoring rod.
- Sample ports.
- One (1) day of testing and training of plant personnel on the operation and maintenance of the equipment.

SPECIFICALLY EXCLUDED ITEMS

- ✘ Installation of any of the above equipment
- ✘ Electrical installation
- ✘ Anchor bolts

QUOTATION

Total NET Price for Listed Items & Services: \$13,700.00

Freight is not included.

Respectfully Submitted,

Steven Grindeland
Starnet Technologies
(262) 939-8838 [Mobile]

Thank you for the opportunity to provide this proposal. Proposal is subject to change due to changes in project condition.

RESOLUTION NO. R19- 128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO 2 TO THE AGREEMENT WITH HDR ENGINEERING, INC. FOR ADDITIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$33,603 FOR CONSTRUCTION PHASE SERVICES FOR LOST CREEK PARKWAY SANITARY SEWER EXTENSION FROM 38 STREET TO 10 AVENUE AS PART OF THE NORTH SANITARY SEWER COLLECTION SYSTEM STUDY AND SUBSEQUENT CREATION OF SEWER EXTENSION DISTRICT NO. 46; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, on July 2, 2018, the City entered into a contract with HDR Engineering, Inc. and on May 20, 2019, a subsequent amendment to provide engineering services to the city; and

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

WHEREAS, Sewer Extension District No. 46 was created on July 15, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 2 to the Agreement with HDR Engineering, Inc. for engineering services in an amount not to exceed \$33,603, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: August 15, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amendment No. 2 – Lost Creek Parkway Sanitary Sewer Extension from 38th Street to 10th Avenue Construction Engineering Services as part of the North Sanitary Sewer Collection System Study

RECOMMENDATION:

I recommend approval and signing of Amendment No. 2 – Lost Creek Parkway Sanitary Sewer Extension from 38th Street to 10th Avenue construction engineering services as part of the Professional Services Agreement with HDR, Inc. of Omaha, Nebraska, as part of the North Sanitary Sewer Collection System Study.

DISCUSSION:

Construction and post-construction phase services for a gravity sanitary sewer extension on Lost Creek Parkway from 38th Street to west of 10th Avenue to service adjacent properties including providing the collection point for Energy Triangle Additions which includes the Loup Public Power Service Center. Construction scheduled to be early September.

The Engineering Department will supplement construction site visits to keep costs lower. Testing services will be under a separate agreement with Mid-States Testing of Columbus.

FISCAL IMPACT:

Hourly and reimbursable expenses not to exceed \$33,063 which is part of CIP #19-218 in the amount of \$1,100,000 and in the 2019-2020 CIP budget.

A Sewer Extension District #46 was formed for assessment purposes.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on July 2nd, 2018, and a subsequent Amendment on May 20th, 2019 to perform engineering services for the City of Columbus, Nebraska ("City");

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

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

NOW, THEREFORE, HDR and City do hereby agree:

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

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

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

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

"Direct Labor Costs times a factor of 3.18 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be Thirty-Three Thousand Six-Hundred Three and 00/100 dollars (\$33,603.00).

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

"Described in Exhibit D within a reasonable period of time."

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

OWNER:

City of Columbus, Nebraska

By: _____

Title: _____

Date Signed: _____

ENGINEER:

HDR Engineering, Inc.

By: Ron Sova, P.E. 

Title: Senior Vice President

Date Signed: 8/14/2019

EXHIBIT D

SERVICES DURING CONSTRUCTION FOR THE SEWER EXTENSION DISTRICT (SED) #46 PROJECT

PART 1.0 PROJECT DESCRIPTION:

HDR developed construction documents for the sanitary sewer extension project along Lost Creek Parkway from 38th Street to West of 10th Avenue, the project known as “Sewer Extension District (SED) #46, Lost Creek Parkway From 38th Street to West of 10th Avenue”.

The Scope of Work is for services during construction for the SED #46 Project.

Key Understandings:

1. The city of Columbus will provide construction observation on a daily basis, when the contractor is working. The city inspector shall record the contractor daily activities in the project diary.
2. The city inspector will:
 - a. Verify materials delivered are in accordance with approved shop drawings.
 - b. Record requests for interpretation of plans and specifications by the contractor, relay requests to ENGINEER, and provide clarifications as determined by the ENGINEER to Contractor.
 - c. Provide notification to the ENGINEER, who will in turn notify the Owner, of work not performed in accordance with the plans and specifications.
 - d. Compute and measure quantities to verify the contractor pay application.
 - e. Coordinate the work with the HDR inspector on a weekly basis.
 - f. Perform the SWWPP inspection and maintain the SWOPP book.
 - g. Participate in all weekly meetings.
 - h. Maintain an active punch list of items and shall participate in the final walkthrough.
 - i. Approve and process pay application.
 - j. Review and coordinate testing results with the ENGINEER.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

TASK 100 CONSTRUCTION PROJECT MANAGEMENT

Objective: Provide management activities.

HDR Activities 110 – Team Management and Project Control

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

120 – External Meetings

- Conduct preconstruction conference. Take and distribute meeting notes.
- Bi-Weekly construction meetings held on site. Take and distribute meeting notes.

130 – Construction Administration

- Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives as necessary.
- Negotiate and prepare change orders for execution.
- Review shop drawing submittals. Reviewed shop drawings will be provided to the OWNER and Contractor.
- Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Prepare record drawings based on City provided marked up documents.
- Conduct final inspection with city personnel of completed project and provide punch-list to Contractor.

TASK 200 RESIDENT PROJECT REPRESENTATIVE SERVICES

Objective: Provide limited resident project representative services.

HDR Activities: 210 – Resident Services

- Weekly visit to the site (15 total).
- Observe the Contractor's progress towards completion of Project.
- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Coordinate with the City on provided record drawings for completeness.
- Review testing results and coordinate with Engineer/Contractor.

220 – Materials Testing

Not included.

230 – Construction Staking

Not included.

RESOLUTION NO. R19- 129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE APPLICATION FOR ASSISTANCE FROM THE LAND AND WATER CONSERVATION FUND PROGRAM FOR THE PURPOSE OF CONSTRUCTING FRONTIER PARK HORSESHOE COMPLEX.

WHEREAS, the City of Columbus, Nebraska, is applying for federal assistance from the Land and Water Conservation Fund Program for the purpose of constructing Frontier Park Horseshoe Complex, consisting of a pre-engineered metal covered roof, concrete floor, and lighting for 24 courts; and,

WHEREAS, the Mayor of Columbus, Nebraska, is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service; and,

WHEREAS, the City of Columbus, Nebraska, will within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff; and,

WHEREAS, the City of Columbus, Nebraska, currently has the written commitment for the 50 percent local matching of the proposed total project funds and will allocate the local funds toward this project upon project approval by the Nebraska Game and Parks Commission; and,

WHEREAS, the City of Columbus, Nebraska, has the financial capability to operate and maintain the completed project and park property in a safe, attractive, and sanitary manner; and,

WHEREAS, the City of Columbus, Nebraska, will not discriminate against any person on the basis of race, color, age, religion, disability, sex, or national origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964) and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17; and,

WHEREAS, no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. Such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location; and,

WHEREAS, the City of Columbus, Nebraska, will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended; and,

WHEREAS, the City of Columbus, Nebraska, will comply with all state and federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus should hereby apply for assistance from the Land and Water Conservation Fund Program for the purpose of constructing Frontier Park Horseshoe Complex and furthermore, that the mayor is hereby authorized and directed to execute the same on behalf of the City of Columbus.

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: August 14, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Frontier Park Horseshoe Complex

RECOMMENDATION:

I recommend approval of the Resolution for the Nebraska Game & Parks Commission, Land and Water Conservation Fund (LWCF) grant application for the Frontier Park Horseshoe Complex.

DISCUSSION:

The grant process includes showing the sponsor's approval of funding for the project in which this Resolution provides. The project would be located on the south side of Frontier Park. It consists of a roof covered facility with concrete floor and lighting for a 24 court horseshoe facility. The facility will be American's with Disability Act compliant. If the LWCF grant is not obtained, the project will not move proceed. The property will require a plat.

There are currently no enclosed horseshoe facilities that are able to host state and regional events in Nebraska or surrounding states. Local club president Rex Robison organizes a local Thursday-night league and over the past few years he has seen an increased interest in statewide horseshoes. There are currently around 300 members of the various sanctioned groups in Nebraska. There are several local and regional tournaments that could be hosted locally if the right facility existed which could bring people to Columbus from up to 10 different states. Competitive bids could then be submitted for larger events.

The Engineering Department provided legal description services and will provide topographic survey services. If you have any questions, please feel free to contact me or Doug Moore.

FISCAL IMPACT:

2019-2020 CIP in the amount of \$400,000. The LWCF grant request is for \$200,000.

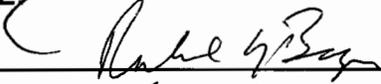
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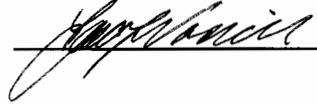
Do not approve

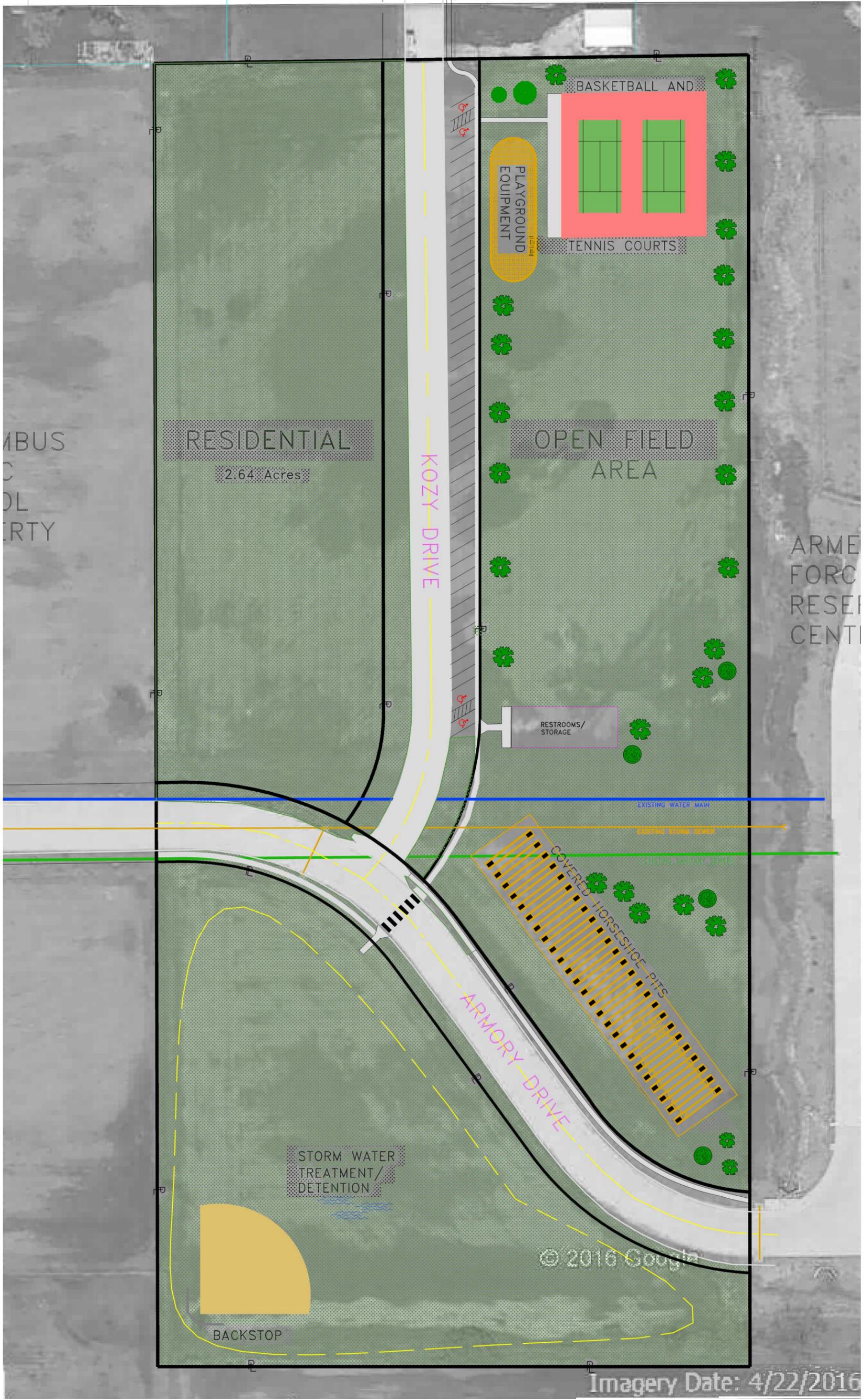
CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____



**Columbus Police Department
Memorandum
For Record**

DATE: August 15, 2019

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer 

SUBJECT: UTV ordinance 70.015

RECOMMENDATION:

The Police Department would suggest that the following changes in UTV ordinance 70.015.

DISCUSSION:

It was brought to my attention that we may have a problem with the UTV ordinance 70.015. In the original ordinance, the city limited the crossing of divided highway to the lighted traffic control signals at 30th Avenue; at 26th Avenue; and at 23rd Avenue.

In the revision passed in 2015 that was increased to: may be crossed at a ninety degree angle at the lighted traffic control signals at East 11 Avenue; at East 3 Avenue; at 3 Avenue; at 18 Avenue; at 23 Avenue; at 26 Avenue; at 30 Avenue; at 45 Avenue; and at 48 Avenue. Highway 81 (33 Avenue) may be crossed at a ninety degree angle at the lighted traffic control signals at 8 Street; at 13 Street; and at 14 Street.

In the revision that was passed in 2018 somehow, we reverted back to the original crossing limitations. As I recall we were only requesting the change in the 2018 revision to eliminate day glow flag to reflective flag, the crossings were supposed to remain the same as the 2015 revision.

This was brought to the attention of the City Attorney in July and the changes were made.

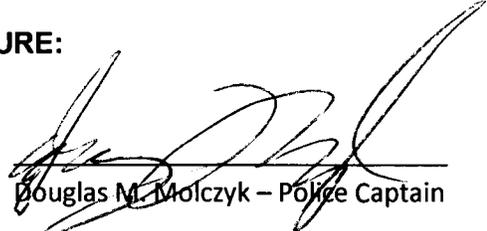
FISCAL IMPACT:

None

ALTERNATIVES:

None

SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: _____
Charles Sherer – Chief of Police

Approved: _____
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

ORDINANCE NO. 19-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 70.015 OF CHAPTER 70 OF TITLE XII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO REVISE AND RE-ESTABLISH THE SPECIFIED LOCATIONS FOR CROSSING OF STATE HIGHWAYS BY UTILITY TYPE VEHICLES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Columbus City Code Section 70.015 contains provisions regarding utility type vehicles; and

WHEREAS, the city desired to revise and re-establish locations where utility type vehicles may cross at specified locations on state highways.

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

Section 1. That Section 70.015 of Chapter 70 of Title XII of the Columbus City Code be amended and revised to read as follows:

§ 70.015 OPERATION OF VEHICLE; LICENSE REQUIRED.

- (A) (1) It shall be unlawful for any person to drive, operate or be in physical control of a motor vehicle, motorcycle or moped on any road, street, highway or alley within the city limits without a valid Nebraska driver's license or a valid driver's license that is recognized under Nebraska state law except as provided in subsection (2).
- (2) A person who does not have a valid license as set forth in subsection (1) may drive, operate or be in physical control of a motor vehicle, motorcycle or moped on any road, street, highway or alley within the City limits when that person:
- (a) has a valid school permit, learner's permit or provisional license as authorized by State Statute, and
 - (b) only when the person is using that permit or provisional license in conformity with the requirements thereof and the Nebraska Revised Statutes.
- (3) It shall be unlawful for any owner, driver or person in control of any motor vehicle to permit any of the persons identified in division (A)(1) of this section to drive, operate or be in physical control of any motor vehicle.

(B) It shall be unlawful for any person to drive, operate or be in physical control of a vehicle or utility type vehicle upon any road, street, highway or alley within the city without having in full force and effect a Class O operator's license issued by the Nebraska Department of Motor Vehicles, as provided by the laws of the state or to operate a vehicle or utility type vehicle upon any road, street, highway or alley without carrying the operator's license while operating the vehicle or utility type vehicle.

(C) A utility type vehicle shall not be considered a motor vehicle for purposes of requiring a state motor vehicle registration of the same, except any individual or entity who desires to operate a utility type vehicle shall make written request to the Columbus Police Department for a permit allowing the use and shall display the identification tag issued by the Columbus Police Department on the utility type vehicle.

(D) Except as provided in this provision, a utility type vehicle shall not be operated on State Highway Nos. 30 and 81 or the Lost Creek Parkway. Highway 30 (23rd Street) may be crossed at a ninety degree angle at the lighted traffic control signals at the following locations: at East 11th Avenue; at East 3rd Avenue; at 3rd Avenue; at 18th Avenue; at 23rd Avenue; at 26th Avenue; at 30th Avenue; at 45th Avenue; and at 48th Avenue. Highway 81 (33rd Avenue) may be crossed at a ninety degree angle at the lighted traffic control signals at the following locations: at 8th Street; at 13th Street, and at 14th Street.

(E) Every utility type vehicle shall display a lighted headlight and taillight and be equipped with turn signals during operation.

(F) (1) Every utility type vehicle shall be equipped with:

- (a) A brake system maintained in good operating condition;
- (b) An adequate muffler system in good working condition;
- (c) A United States Forest Service qualified spark arrestor; and
- (d) A roll bar designed and manufactured to prevent injuries in the event of a rollover.

(2) Every person in a utility type vehicle during operation shall be in a permanent and regular seat which includes an occupant protection system which utilizes a lap belt, a shoulder belt or any combination of belts which restrains driver and passengers and which conforms to federal motor vehicle safety standards for passenger restraint systems applicable for the utility type vehicle's model and year and which shall be in use by all occupants at all times.

(G) Every utility type vehicle may only be operated on city streets between the hours of sunrise and sunset. Any person operating a utility type vehicle shall have liability insurance coverage for the utility type vehicle while operating the utility type vehicle in the city. Such liability insurance shall be issued by an insurance company authorized to do business in the State of Nebraska and shall be within the limits stated in Nebraska Revised Statutes § 60-509, as amended from time to time. If not in a driver's possession when stopped by law enforcement, the person operating the utility type vehicle shall

provide proof of insurance coverage within five days of such stop establishing that insurance was in effect when the law enforcement stop occurred.

(H) Except as otherwise specifically stated above, the operation of a utility type vehicle shall be subject to all of the statutory requirements for the operation of any motor vehicle in the State of Nebraska; specifically including those statutes dealing with the rules of the road, child restraint systems and the operation of a motor vehicle by any person impaired by alcohol or drugs. Any violations could result in revocation of the right to operate the utility type vehicle.

(I) The operator of the utility type vehicle shall not exceed 30 m.p.h. or less where posted speed limits are less.

(J) During the operation of a utility type vehicle, the utility type vehicle shall be equipped with a bicycle safety flag which extends above the utility type vehicle not less than five feet above the ground and is attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be fluorescent in nature, regardless of color.

Section 2. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 19- 27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY AMENDING SECTION 90.043 TO BAN MINIATURE PIGS WITHIN THE CORPORATE LIMITS OF THE CITY; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the Public Property, Safety, and Works Committee has previously recommended that the city code be amended to prohibit miniature pigs within the city limits.

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

Section 1: That Section 90.043 of Chapter 90 of Title IX of the Columbus City Code is amended to read as follows:

§90.043 MINIATURE PIGS BANNED WITHIN CORPORATE LIMITS.

- (A) *MINIATURE PIG* is defined as any registered purebred miniature Vietnamese potbelly pig or other similar registered purebred pig that does not exceed 100 pounds.
- (B) It shall be unlawful for any person to own, keep, harbor, or maintain any miniature pig(s) within the corporate limits of the City of Columbus. The unlawful owning, keeping, maintaining, or harboring of miniature pig(s) is declared to be a public nuisance.

Section 2: This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by § 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 08/07/2019 - 08/20/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN
 VENDOR CODE: 01959

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
38196	ARL CREDIT SERVICES INC	07/31/2019	08/20/2019	1,596.21	1,596.21	Open	N
38198	ARL CREDIT SERVICES INC	08/01/2019	08/20/2019	39.90	39.90	Open	N
Total for vendor 01959 - ARL CREDIT SERVICES INC:				<u>1,636.11</u>	<u>1,636.11</u>		

# of Invoices:	2	# Due:	2	Totals:	1,636.11	1,636.11
# of Credit Memos:	0	# Due:	0	Totals:	<u>0.00</u>	<u>0.00</u>
Net of Invoices and Credit Memos:					<u>1,636.11</u>	<u>1,636.11</u>

--- TOTALS BY FUND ---

100 - GENERAL FUND	1,636.11	1,636.11
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--- TOTALS BY DEPT/ACTIVITY ---

121 - RESCUE	1,636.11	1,636.11
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