

City Council Regular Meeting
Monday, June 21, 2021 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public.

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

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

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

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

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

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

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or

for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury

to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

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

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

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

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

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

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

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

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

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

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

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

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

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

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

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

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

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

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if

the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

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

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

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

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

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

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

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

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring

an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

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

Sec. 15, Legislative Bill 83, One Hundred Seventh Legislature, First Session, 2021. (*The Revisor of Statutes will assign a statute number after the Legislature adjourns sine die.*) No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

2. **PRAYER**

3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

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

4.A. Minutes of June 7, 2021, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on June 7, 2021, at 7:12 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance by posting at Columbus City Hall, Columbus Public Library, and Platte County Courthouse on June 4, 2021, with an affidavit of posting being on file in the office of the City Clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Fire Chief Dan Miller, and Assistant City Clerk Robin Efta.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of May 17, 2021, City Council meeting.**
 - 4.B. **Change date of first meeting in July 2021 to 7 p.m., Tuesday, July 6, 2021, due to Fourth of July holiday.**
 - 4.C. **Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to the Northeast Nebraska Economic Development District for one-year terms.**
 - 4.D. **Bid from O'Neill Wood Resources, LLC in the amount of \$700 per hour for large wood waste grinding at transfer station.**

- 4.E. Bid from Dale R. Johnson dba Johnson Trucking for one-year supply of road gravel in the amount of \$21.90 per cubic yard delivered or \$16.75 per cubic yard if picked up.**
- 4.F. Resolution No. R21-74 authorizing payment of various improvement projects.** Resolution No. R21-74 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: GEHRING CONSTRUCTION & READY MIX CO., INC. - STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY) - \$563,212.56; GEHRING CONSTRUCTION & READY MIX CO. INC. - WATER AND CONCRETE IMPROVEMENTS 2021 - \$220,667.85; LANDSCAPES UNLIMITED, LLC - QUAIL RUN GOLF COURSE - \$57,693.54.
- 4.G. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training
6/11/21 Payroll \$731,557.30; 11 St Grub & Pub 6,094.00 G; 911 Custom 523.75 S; A to Z Messaging 105.00 S; Ace Hardware 1,172.91 S; M Adame 50.60 R; Advance Auto 473.82 S; Ag Spray Equip 247.08 S; AKRS Equip 466.43 S; Amazon 6,283.12 S; Am Red Cross 408.00 T; Anthem Sports 634.60 S; Aqua-Chem 4,598.05 S; Arnold Motor 180.58 S; AVI Sys 720.00 S; B2 Envr 95,663.00 CP; Beard-Warren 160.00 S; Behlen Towing 600.00 S; Best Version Media 152.00 S; Best Western 450.73 T; Bibliotheca 39.47 S; Borders Inn 1,190.00 T; Bomgaars 709.96 S; Bound Tree Med 505.35 S; J Brunken 1.00 S; Capital Bus Sys 40.40 S; Capitol City Elec 446.54 S; CCC 213.00 T; Charter Bks 23.99 S; City of Col 11,123.16 S; Clavaline 1,685.75 G; Club Prophet 90.00 S; CNC Repair 69.95 S; CCH 400.00 T; Col Screen Prtg 2,069.00 S; Telegram 2,512.67 S; Col Tire 1,173.00 S; Col Westgate 16,411.35 B; Consldtd Mgmt 783.68 T; Core & Main 22,377.00 S; Cornhusker Pwr 827.80 S; Crane River Theater 400.00 S; Culligan 224.75 S; Cutting Edge Lawn Care 66.65 S; Dranko Emergency Equip 224.00 S; DAS Mfg 526.37 S; DAS State Acctg 1,471.99 S; Dubas Refrig 64.34 S; Eakes 337.11 S; Earl May 259.55 S; EBSCO 44.11 S; Fastenal 204.14 S; Frontier Coop 5,451.79 S; Gale 690.90 S; Galls 204.70 S; Gaver Tire 1,878.78 S; T Gdowski 22.44 E; Gehring Const 784,436.54 CP,S; General Traffic Controls 534.00 S; Gerhold Concrete 233.68 S; Glur's Tavern 484.71 G; G-O Rapid Lube 300.68 S; Great Plains Comm 897.95 S; J Green 292.11 S; D Gubbels 543.41 S; Hadley-Braithwait 441.05 S; Hawkins 3,995.76 S; HDR 2,516.49 CP; Hometown Lsng 177.97 S; Husker Auto 39,877.00 CP; Ingram Libry 1,928.84 S; Jackson Serv 2,845.07 S; JEO 797.50 CP; Kelly Sup 461.71 S; Lakeview Small Eng 235.08 S; Landscapes Unlimited 57,693.54 CP; Larson Family Real Estate 4,536.66 B; League of NE Munic 1,260.00 T; Lincoln Winwater Works 3,651.75 CP,S; D Loseke 400.00 R; Loup Pwr 1,230.72 S;

Mahaska 276.00 S; Malloy Elec 1,711.18 S; Matheson-Linweld 764.28 S; Menards 1,101.79 S; E Micek 500.00 E; Mid-Am Research 815.60 S; Mid-State Eng 5,624.00 CP; MW Mini Melts 2,745.00 S; MW Tape 3,564.33 S; MW Turf 1,644.25 S; Mike's Towing 900.00 S; Motorola Sol 17,578.47 CP; Mueller Sprinklers 30.96 S; NAPA 18.81 S; National Enquirer 139.88 S; NBC Capital 31,359.40 B; NE Notary Assoc 100.00 S; NE State Vol 50.00 S; NE UC Fund 7,123.00 S; K Neujahr 40.33 R; Newman Signs 77.22 S; Niemann's Port-A-Pot 40.00 S; NE Comm College 1,061.25 T; NENEDD 34,461.77 G; NWEA 400.00 T; Officenet 274.36 S; Oliver Pkg 3,643.47 S; Olson's Pest Tech 287.00 S; Omaha Children's Museum 512.00 S; One Call Concepts 320.63 S; One Source 4,044.40 S; O'Reilly 349.03 S; A Osborn 46.21 R; Page My Cell 600.00 S; Pete Lien 5,744.80 S; Petty Cash 36.17 E; Pomp's Tire 195.47 S; Port-A-Johns 225.00 S; Pwr Tech 7,360.00 S; Preferred Plbg 110.60 S; Presto-X 154.00 S; Providing Prop Sol 108.51 R; Quadient 1,642.63 S; Reardon 245.85 S; Redstone Vet 468.40 S; River Valley Tire 100.00 S; Robotic Yard Sol 7,336.83 S; Sandry Fire Sup 561.95 S; Saylor Screenprtng 148.50 T; Schieffer Signs 335.00 CP; Seals and Serv 322.00 S; ServiceMaster 7,804.00 S; Sherwin-Williams 236.39 S; Shevlin Sup 1,154.53 S; Southern Water Serv 451.60 S; Stan Houston Equip 1,476.00 S; Dept of Rev 60,970.04 S; Stericycle 963.57 S; String Beans 975.00 S; Stryker Sales 162.96 S; Super Saver 74.34 S; Sysco 6,971.62 S; Teleflex 1,115.50 S; Toro 7,506.00 S; Tire Outlet 2,854.00 S; Titan Mach 865.44 S; TK Elevator 214.00 S; Too Fast Sup 176.39 S; Top Stitch Upholstery 60.00 S; Truck Ctr 73.59 S; Turfwerks 143.18 S; Tworek Welding 28.00 S; Ty's Outdoor Pwr 100.07 S; U & I 135.00 S; UPRR 1,088.00 CP; USA Blue Bk 855.80 S; Van Wall 2,152.61 S; Verizon 2,296.39 S; Vol Fire 420.41 E; Walmart 927.56 S; Waste Connections 151.86 S; Wemhoff Refrig 276.11 S; West Point Implement 600.06 S; Wilke Landscape 793.16 S; WSKF Architects 597.50 CP; N Zakrzewski 100.00 S; Zegers Automotive 90.80 S; C Ziemba 377.00 S; Zimco 3,899.82 S. TOTAL \$2,091,516.51.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:**
- 7.A. **Public hearing - Town hall meeting to consider Northeast Nebraska Solid Waste Coalition budget for fiscal year ending September 30, 2021.** No public testimony was heard. The public hearing closed and a recommendation was made to the Northeast Nebraska Solid Waste Coalition to approve the budget with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:**

10.A. COMMITTEE OF THE WHOLE - June 7, 2021.

10.A.1. Golfing rates and golf professional contract. The Committee of the Whole recommended to the mayor and council to proceed with a one-year golf professional contract to include a provision that authorizes the establishment of fees and to direct staff to send Request for Proposals for independent golf course operators over the course of the year. The report was adopted 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".

10.A.2. Remodel of and addition to Charlie Louis Fire Station. The Committee of the Whole recommended to the mayor and council to proceed with the remodel of and addition to the Charlie Louis Fire Station. The report was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and Lohr voted "Nay".

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Quote from Allen Blasting and Coating, Inc. in the amount of \$26,787 for sandblasting and painting of men's locker room at Aquatic Center. The quote from Allen Blasting and Coating, Inc. for sandblasting and painting of the men's locker room at the Aquatic Center was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.B. Quote from Aqua-Chem, Inc. in the amount of \$11,336 for filter replacement at Pawnee Plunge. It was noted that this will be the first filter replacement since Pawnee Plunge was built. The quote from Aqua-Chem, Inc. for filter replacement at Pawnee Plunge was accepted 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.C. Bid from Sandry Fire Supply, LLC in the amount of \$48,032 for breathing air compressor, storage system, and fill station for fire department. It was noted the new addition to the Charlie Louis fire station will include a room to equip a breathing air compressor; however, initially the breathing air compressor will be utilized by both fire stations. It was further noted that the current breathing air compressor, approximately 25 years old, could be sold if there would be any interested parties. The bid for a breathing air compressor, storage system, and fill station was awarded to Sandry Fire Supply, LLC with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.D. Comments from mayor and city council members. Jablonski referred to the 2021 Cattlemen's Ball and commended the 1100 plus volunteers who assisted with the incredible, very well-run event where 4200 people attended and funds were raised for cancer research, 10 percent of which will be returned for local

healthcare and wellness programs, and he thanked Scott and Pat Mueller for hosting the event. Bulkley reminded the public about community clean-up days on June 11, 12, 18, and 19 and an Open House at the new fire station on Sunday, June 13th from 10:30 a.m. to 2:30 p.m. He also congratulated all local students who have graduated this year. Schilling commended Vanessa Ocegüera, Keep Columbus Beautiful, on the great job of organizing the recent electronics recycling event.

14. RESOLUTIONS:

- 14.A. Resolution No. R21-75 approving municipality financial agreement with State of Nebraska, Department of Transportation for improvements to State Highway US-30 (23rd Street reconstruction project).** Resolution No. R21-75 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MUNICIPALITY FINANCIAL AGREEMENT WITH THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, FOR IMPROVEMENTS TO STATE HIGHWAY US-30, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R21-76 approving contract with Northeast Nebraska Economic Development District for housing reuse services.** Resolution No. R21-76 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CONTRACT WITH THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR HOUSING REUSE SERVICES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Kresha and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R21-77 approving Change Order No. 1 to Amendment C to Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company, in the amount of \$67,082.35 to provide additional site earthwork preparation as part of the community building project.** Resolution No. R21-77 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 TO AMENDMENT C THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER, BOYD JONES CONSTRUCTION COMPANY, IN THE AMOUNT OF \$67,082.35 FOR ADDITIONAL SITE EARTHWORK FOR THE COMMUNITY BUILDING PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE

THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.D. Resolution No. R21-78 approving Amendment D to Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company, in the amount of \$648,286 for steel decking material as part of the community building project.** Resolution No. R21-78 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT D TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER, BOYD JONES CONSTRUCTION COMPANY, IN THE AMOUNT OF \$648,286 FOR STEEL DECKING MATERIAL FOR THE COMMUNITY BUILDING PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.E. Resolution No. R21-79 amending Schedule of Fees by adding fees for parks and recreation programming.** Resolution No. R21-79 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES BY ADDING FEES FOR PARKS AND RECREATION PROGRAMMING AS FOLLOWS: ADULT COED KICKBALL-\$200 PER TEAM, ADULT COED FLAG FOOTBALL-\$200 PER TEAM, AND MEN'S DOUBLES PICKLEBALL LEAGUE-\$40 PER TEAM, PURSUANT TO THE ATTACHED AND INCORPORATED HEREIN SCHEDULE; 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".

15. ORDINANCES ON FIRST READING

- 15.A. Ordinance No. 21-19 approving closure of railroad crossings located at 3 Avenue, 12 Avenue, 17 Avenue (vehicle and pedestrian), 18 Avenue, 21 Avenue, 25 Avenue, and 27 Avenue.** The rules were suspended and Ordinance No. 21-19 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CLOSING THE RAILROAD CROSSINGS LOCATED AT 3 AVENUE AT RAILROAD MILEPOST 82.96, 12 AVENUE AT RAILROAD MILEPOST 83.64, 17 AVENUE VEHICLE TRAFFIC AT RAILROAD MILEPOST 83.96, 17 AVENUE PEDESTRIAN WALKWAY AT RAILROAD MILEPOST 83.97, 18 AVENUE AT RAILROAD MILEPOST 84.02, 21 AVENUE AT RAILROAD MILEPOST 84.23, 25 AVENUE AT RAILROAD MILEPOST 84.49, AND 27 AVENUE AT

RAILROAD MILEPOST 84.62, ALL OF WHICH ARE LOCATED IN COLUMBUS, PLATTE COUNTY, NEBRASKA; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only 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". Ordinance No. 21-19 was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

16. **ORDINANCES ON SECOND READING:** 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 7:36 p.m.

Presented and approved this 21 day of June, 2021.

MAYOR

ATTEST:

CITY CLERK

4.B. Minutes of June 8, 2021, Civil Service Commission meeting certifying police sergeant candidates Jaymee Levander, Jeff Anderson, and Santiago Velasquez.

CIVIL SERVICE COMMISSION MINUTES

June 8, 2021

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Logan Bronson on Tuesday, June 8, 2021 at 4:00 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on May 6, 2021. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Logan Bronson read the following statement: "In compliance with the Open Meetings Act, Nebraska Revised Statute 84-1407, a current copy of the Act is available at this meeting." Present were members, Chris Steinke, Troy Loeffelholz and Russ Strehle. Member Jack Gutierrez was absent. The minutes from the April 20, 2021 meetings were approved with a motion by Steinke and a second by Strehle with all members voting "Aye".

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

Following discussion, it was moved by Loeffelholz and seconded by Strehle to certify to the Mayor and City Council in no particular order, the applicants Jaymee Levander, Jeff Anderson and Santiago Velasquez. The motion passed unanimously.

There being no further items of business for the agenda, the meetings were adjourned at approximately 8:25p.m. on June 8, 2021.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

4.C. Reappointment of Fernando Lopez-Chavez, Jr. to Planning Commission for three-year term.

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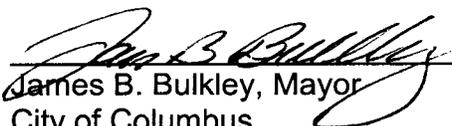
MEMORANDUM

DATE: June 1, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following names to you for reappointment to the Planning Commission at the June 21, 2021, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

PLANNING COMMISSION: (Three-Year Term)

Fernando Lopez-Chavez, Jr.


James B. Bulkley, Mayor
City of Columbus

4.D. Title III-B (supportive services), Title III-C (nutrition), and Title III-E (family caregiver support) grant funding from Northeast Nebraska Area Agency on Aging for services at the community center.

MEMORANDUM

DATE: June 15, 2021
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2021-2022 Acceptance of Grant Contracts and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends the acceptance of the III-B Supportive Services Contract, III-C Nutrition Contract, and the III-E Family Caregiver Support Contract from the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

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

FISCAL IMPACT:

The III-B activity subsidy grant provides a maximum of \$73,926 in federal and state funding. The III-C nutrition agreements provides for a maximum of \$67,717 in federal and state funding. The III-E caregiver support grant provides a maximum of \$3,500 in federal and state funding. These funds will cover approximately 25% of the cost of the Community Center operation.

ALTERNATIVES:

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

CONCURRENCE:

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

SIGNATURE:

DEPARTMENT HEAD:



CITY ADMINISTRATOR APPROVAL:



III B SUPPORTIVE SERVICES CONTRACT

This Contract is made and entered into this 1st day of July, 2021 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

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

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

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

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

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

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

Must be a one-on-one contact.

(B) **Outreach:**

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

Activity is a group setting.

(C) **Assisted Transportation:**

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

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

(D) Transportation:

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

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

(E) Nutrition Education:

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

Counted by the session and estimated audience size (utilize sign in sheets).

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

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

For example:

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

Counted by the person. A demographic is needed.

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

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

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

Counted by the person. A demographic is needed.

(H) Information Services:

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

For example:

- Senior Center Facebook posts
- TV ads/PSAs

- Radio ads/PSAs, website hits
- Brochures
- Newspaper ads
- Newsletters

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

Counted by the activity (flyers is one activity, senior center menu in newspaper is one activity, repeated Facebook post about same upcoming event is one activity) and estimated audience size. Does not include fundraising events.

(I) Counseling:

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

For example:

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

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

One on one and counted by the hour. A demographic is needed.

(J) Material Distribution:

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

For example:

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

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

(K) Social Activities:

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

For example:

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

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

(L) Senior Center Hours:

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

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

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

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

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

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

7. **CONTRIBUTION STANDARDS.**

- a. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided supportive service.
- b. Contractor shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the supportive service rendered.
- c. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
- d. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
- e. There shall be a locked contribution box, placed away from the sign-in and change table which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- f. Participant contributions shall be counted by two volunteers and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
- g. Bank deposits will be made daily.
- h. Daily sign in sheets provided by the Agency will identify participants, staff, volunteers, and guests.

8. **REPORTING:**

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

(B) Logsheets, as required, must be filed with the Agency office *by the 6th day of each month by 10 A.M.* Logsheets totals must match the financial/supportive services reports. Only error free logsheets will be accepted by the Agency no later than the 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 P.M., Agency staff will attempt to contact you for needed corrections. If Contractor is unavailable for corrections, no reimbursement will be disbursed that month.

(C) Demographic forms should be filled out on supportive service participants as required. (See definitions) The original demographic form must then be sent into the Agency office and a copy kept on file at the Contractor site. The demographic information, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) Filing Deadlines. When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handout out, meal verification forms, etc.

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

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

(H) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking account, savings account, debit/credit card, or contributions, shall at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment purchased with federal and/or state funding, cannot be used by staff for personal use during paid and non-paid time.

8. ADMINISTRATIVE PROVISIONS.

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

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the contractor as long as the equipment is used to benefit the supportive service programs and

programs authorized under this Contract. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. Contractor's equipment cannot be used for personal use during paid and non-paid time.

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

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

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

(F) Term. The term of this Contract shall commence from July 1, 2021 through June 30, 2022.

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

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

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

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

9. **CONTRIBUTIONS**. All III B service contributions shall be reported to the Agency as requested. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA.

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

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Information & Assistance	469	\$1.00	\$ 469
Outreach	12	\$15.00	\$ 180
Assisted Transportation	0	\$1.00	\$ 0
Transportation	0	\$.25	\$ 0

Nutrition Education	12	\$10.00	\$120
Health Promotion (qualified)	7,533	\$4.80	\$36,158
Health Promotion (non-qualified)	19,398	\$.40	\$7,759
Information Services	516	\$3.00	\$1,548
Counseling	160	\$6.00	\$ 960
Material Distribution	2,276	\$4.00	\$9,104
Social Activities	34,256	\$.50	\$17,128
Senior Center Hours	1,608		\$ 500
Total			\$73,926

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

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

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

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

(3) **Grievance Procedure.** See section 12.

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

(1) **Repeated Non-Compliance.** In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor’s repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

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

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

12. GRIEVANCE PROCEDURE.

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

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

13. TERMINATIONS. Either party may cancel during the term of this Contract for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, **but not beyond June 30th**, in the event of a grievance procedure on the part of the Contractor.
14. RETURN OF FUNDS. Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.
15. EMERGENCY TERMINATION. In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an

emergency hearing and determination by the Agency Governing Board Executive Committee, this agreement may be declared null and void and all payments to contractor terminated.

16. INDEMNITY AND INSURANCE.

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

(B) Insurance Required. Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

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

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

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

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

19. MISCELLANEOUS PROVISIONS.

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

(G) Designated III B supportive services alternate sites as indicated in paragraph "#2 Agreement" shall be:

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

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this 21st day of June, 2021.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]
Chairman, Governing Board

ATTEST:

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

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST:

By Cindy Branting
Manager/Coordinator

III C NUTRITION CONTRACT FOR SENIOR CENTERS

This Contract is made and entered into this 1st day of July, 2021, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency", and City of Columbus hereinafter called "Contractor".

1. RECITALS.

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

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska planning and service area.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. AGREEMENT.

Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see #31 (G)), meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBLE:** who may participate in the Older Americans Act (OAA) nutrition program.

(A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older.
3. Individuals providing volunteer services during meal hours.
4. Individuals with a disability, who resides at home with a person 60 years of age or older
5. Individuals with a disability who reside in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.

(B) Home Delivered meals:

With priorities given to:

1. Any person aged 60 or older who is frail, homebound by reason of illness or incapacitating disability, unable to attend a congregate meal; or
2. A spouse of #1 above, regardless of age or condition, may receive a home-delivered meal if the Area Agency on Aging criteria concludes that it is in the best interest of the homebound older person; or
3. A dependent individual with a disability that lives with a person 60 years of age or older that is eligible for a home-delivered meal

With preferences given to:

1. Low-income older adults including low-income minority older adults
2. Older adults with limited English proficiency
3. Older adults residing in rural areas.

(C) Volunteer meals:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room

cleanup, meal delivery etc.) are eligible to receive the congregate meal at the suggested contribution rate (no carryout meals allowed).

(D) Caregiver meals (home delivered meals):

1. The caregiver of a spouse of an eligible client, the caregiver may receive a home delivered meal for a suggested contribution. Home-Delivered Meal Assessment and demographic form must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program and the full cost of the meal shall be paid unless paid by another funding source.

(A) Congregate meals:

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

(B) Caregiver meals (home delivered meals):

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

(C) Carryout meals:

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

5. **COVID-19 MEALS:** Based on the approval and guidance from the Administration of Community Living (ACL) and/or the SUA, there may be flexibility for the Contractor to provide COVID-19 meals that meet requirements and eligibility.

6. **CONTRIBUTION STANDARDS:**

1. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
2. Contractor shall establish and implement procedures which will protect the privacy of the participant's decision to contribute or not contribute toward the meal service rendered.
3. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
4. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
5. There shall be a locked contribution box, placed away from the ticket and change table, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
6. Participant contributions shall be counted by two volunteers, and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
7. Bank deposits will be made daily.
8. Daily sign-in sheets or meal verification forms, provided by Agency will identify participants, guests, volunteers and staff.
9. A separate lock box shall be used for collecting non-eligible meal cost fees.

7. MENUS AND MEAL PLANNING.

(A) Menu Planning. Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines.

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

When planning the menu, keep in mind holidays, birthdays, lent, special events, evening meals, etc. to reduce the number of substitutions.

(B) Menu Approval. Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. ***The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.*** Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician on or before the 1st day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. ***All menus must be pre-approved to receive reimbursement.***

June 1st for July, August & September

September 1st for October, November & December

December 1st for January, February & March

March 1st for April, May & June

1. Pre-approved menus must be the same menu listed in the newsletter and/or local newspaper.
2. Contractors will receive one written warning per fiscal year if Contractor does not serve the pre-approved menu. After the written warning, all meals served without an approved menu will not be reimbursed.

(C) Food Substitution. Each meal will be served as originally approved. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc. The Agency must be contacted with all substitutions prior to the meal served. The Agency will forward substitutions to Registered Dietician as needed/required. Substitutions will be held to three per quarter. Any deviation will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years. Review of the food substitutions form will be done by Agency throughout the fiscal year.

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

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit, juice or cookie" does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as "fluff" salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. "Frog-eyed" salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
 - Protein – 22 grams per meal
 - Fiber -10 grams per meal

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

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

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

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

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

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

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

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

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

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

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
 - 2 oz of high fiber bread
 - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
 - fiber dense desserts along with 1 oz bread
 - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

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

8. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Contractors that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
9. **RAW FOOD COST PER MEAL.** The Agency annually establishes a recommended maximum raw food cost per meal to assist Contractors in controlling costs and fundraising. Any Contractor showing non-compliance with raw food cost per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high raw food costs may result in the center being notified of non-compliance with the Nutrition Contract (See Contract Compliance & Enforcement, #22 A). Raw food cost per meal is determined by raw food cost divide by the total meals served.
10. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
11. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
 - Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
 - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
 - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
 - Use a variety of textures (Example: mashed potatoes and carrot sticks).
 - Two colorful food items will be used in each meal (Example: green beans and peaches).
 - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
 - Serve fruits, custards, puddings, etc. chilled.
 - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
 - Use only good quality foods.
 - Serve hot foods at 135 degrees F or above and cold foods at 41 degrees F or below.

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

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

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

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

Meals shall be made available between the hours of 12:00 PM and 12:30 PM. Contractor is encouraged to serve a breakfast, brunch or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week unless approved by Agency. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required. If Contractors remain within funding allocation, meals could be provided for more than five days a week.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if Contractor is closed for more than one day.

Meal cancellations, due to bad weather, should be made up at the Contractor's convenience. School closing may not be a legitimate reason for Contractor to close.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately, and Contractor follow plan of action set forth in Contractor's written emergency meal policy. In the event contractor does not provide meal service during this time, please see page 13, #29, Failure to Provide Meals. At a minimum, the written emergency meal contract must list the name and contact information of the emergency meal provider, the meal requirements, transportation of meals, cost, date of contract and reviewed annually by all parties.

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a Contract, provided by the Agency, with the catered facility. A copy of the signed contract must be on file with the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 135 degrees F or hotter, and the cold food is 41 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file on the temp form. Temperatures must stay out of the temperature danger zone of 41 degrees to 135 degrees (see page 7, Sanitation and Safety, # 5).
3. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a medical, mental or physical reason. A home-delivered meal assessment must be done by Contractor staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually between July 1st and October 31st and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Contractor.
4. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal Policy.*

12. CONGREGATE MEAL SITES SHALL:

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

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

A). Specifically regarding food and food service, the service provider must comply with the Food Service Sanitation Manual, State of Nebraska Department of Health and Human Services, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. Contractor must send the Agency a copy of their Health Department inspection within 30 days of said inspection and their written plan of action. Any critical Health Department findings will be followed up by the Agency's Nutrition Department.

B). Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Exterminators must be utilized on a regular basis.

C). Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.

D). Foods must be properly stored with foods off the floor. A thermometer in the store room to ensure proper temperature of 50–70-degree F. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures on Agency provided form a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.

E). Hot foods must be served at 135 degrees F or above and cold foods served 41 degrees F or below. Foods can only be allowed to remain between 41 degrees and 135 degrees for one hour or less, including preparation, serving and holding.

F). On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file on Agency form.

G). The transport equipment, packaging materials, and procedures used by the Contractor to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 140 degrees F and cold temperatures at or below 40 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.

H). Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the nutrition site. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.

I). To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear or banana etc.

J). Bibbed aprons must be worn by all food preparation staff and volunteers.

K). Hands must be properly washed prior to disposable glove use. Glove usage should be in meal prep, serving line and set up of home delivered meals.

L). Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.

M). Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.

N). All hair shall be covered by hairnets/caps with no hair showing while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

14. **MEAL SITES SHALL POST SIGNAGE SHOWING:**

- a) Where exits are located
- b) Evacuation plan map
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods
- f) Emergency numbers

15. **REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a Contractor of the Agency, the procedure below must be followed:

1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator, Fiscal Officer or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, contractor must follow step #2.
4. Keep the Nutrition, Health and Services Coordinator, Fiscal Officer or Executive Director notified.

16. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP).** The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc.

17. **PRODUCTION STAFFING GUIDELINES.** As approved by the Northeast NE. Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each Contractor with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL.** Any Contractor showing non-compliance, with the maximum kitchen labor minutes per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high kitchen labor minutes per meal may result in the Contractor being notified of non-compliance with the Nutrition Contractor (See Contract Compliance & Enforcement, #23 A). Exceptions to non-compliance may be made at the discretion of the Agency Nutrition Department, Fiscal Officer, and or the Agency's Executive Director. Kitchen labor minutes per meal includes all paid kitchen staff from the beginning of preparation of the meal through cleanup of dishes, kitchen, and kitchen equipment. Kitchen labor minutes per meal does not include personnel leave time.

18. **DISCRIMINATION PROHIBITED.** The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status or sex. This shall include, but not be

limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

19. **REPORTING.**

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

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

(C) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the Contractor site. The demographic form must entirely completed prior to sending to the Agency. The demographic information must be updated annually between July 1st and October 31st.

(D) **Filing Deadlines.** When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 P.M. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) **Other Data.** Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handout out, meal verification forms, etc.

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

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

(H) **Misuse of Funds/Equipment.** Personal purchases, such as food items, office items or personal motel charges, made from the Contractor's accounts, such as checking account, savings account, debit/credit card, or contributions, shall result at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

20. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

(E) **ServSafe.** The Contractor's head cook shall be Serve Safe certified. The Contractor's manager shall become ServSafe certified in FY'22. These certificates shall be posted in the center and kept current.

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

(G) **Term.** The term of this Contract shall commence from July 1, 2021 through June 30, 2022.

(H) **Daily Operation.** Person responsible for the daily operation of the nutrition site on behalf of the Contract is:

Name: Cynthia Branting
Address: 3111 19th Street
Columbus, NE 68601
Phone: (402) - 503-4444

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

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

21. **MEAL CONTRIBUTIONS.** All meal contributions shall be reported to the Agency as requested. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal unless paid by another funding source.

22. **REIMBURSEMENT TO CONTRACTOR.** The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed **\$2.30** per Title IIIC congregate meal or **\$2.80** per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of **\$2.30** per meal for **23,876** congregate meals, not to exceed **\$54,915** and **\$2.80** per meal for **4,572** home-delivered meals, not to exceed **\$12,802** during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual. Total anticipated funds received by Contractor for each meal is NSIP + **\$2.30** from state and/or federal funding and contributions from the meal for congregate meals and for NSIP + **\$2.80** from state and/or federal funding and contributions for home-delivered meals. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor.

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

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

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

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

(3) **Grievance Procedure.** See page 12, section 24.

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

(1) **Repeated Non-Compliance.** In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) **Notification of Board Decision.** The Executive Director will notify Contractor in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) **Grievance Procedure.** See page 12, section 24.

(C) **Non-compliance of Annual Monitoring Visit Response.** In the event the Contractor has 5 or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance

within 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

24. **GRIEVANCE PROCEDURE.**

- (A) In the event that a dispute arises under this Contract or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator and or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:
1. **Public Hearing.** A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by Contractor after termination notice will be paid.
 2. **Compliance Board.** The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

25. **TERMINATIONS.** Either party may cancel this Contract during the term of this Contract, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.

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

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

28. **INDEMNITY AND INSURANCE.**

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

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

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

Agency shall be a named as additional insured on all such insurance policies.

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

30. **ASSIGNMENT OF CONTRACT.** Contractor shall not assign this Contract, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

31. **MISCELLANEOUS PROVISIONS.**

(A) This Contract shall be governed by and construed under the laws of the State of Nebraska.

(B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.

(D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.

(E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

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

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this 21st day
Of June 2021.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *Tom - Hunt*
Chairman, Governing Board, NENAAA

ATTEST:

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

City of Columbus
(Contractor)

By _____
Contract President/Chairman

ATTEST:

By *Cindy Brenting*
Contract Manager/Coordinator

Attachment A

VITAMIN C

<u>GOOD SOURCES</u>		<u>FAIR SOURCES</u>	
Orange	1 medium	Watermelon	4x8 wedge
Broccoli	1/2 cup	Collard Greens	1/3 cup
Orange Juice	1/2 cup	Tangerine	1 medium
Brussel Sprouts	1/2 cup	Kale, Cooked	1/2 cup
Grapefruit	1/2 medium	Liver	3 oz
Green Pepper	1/2 cup sliced	Turnip Greens	1/2 cup
Strawberries	1/2 cup	Asparagus	1/2 cup
Grapefruit Juice	1/2 cup	Cabbage	1/2 cup
Cantaloupe	1/2 cup	Tomatoes, canned	1/2 cup
Cauliflower	1/2 cup	Tomato Juice	1/2 cup
Tomato, fresh	1 medium	Potato, Baked	1 medium
		Sauerkraut	1/2 cup
		Cole Slaw	1/2 cup
		Mustard Greens, Spinach	1/2 cup
		Sweet Potatoes	1/2 cup
		Winter Squash	1/2 cup
		Fruit Juice Fortified with Vitamin C	1/2 cup

Potatoes, other than baked, have only 5-10 mg. Vitamin C and thus would have to be served twice to equal one fair source.

VITAMIN A

<u>ENTREES</u>		<u>VEGETABLES</u>	
Liver	3 oz	Greens	1/2 cup
Beef Stew	1 cup	Carrots	1/2 cup
Chicken Pot Pie	1 Pie	Sweet Potatoes	1/2 cup
		Broccoli	1/2 cup
		Peppers, Hot, Red	1 tsp
		Pumpkin	1/2 cup
		Squash, winter	1/2 cup
		Tomatoes, Fresh	1 medium
		Tomatoes, Canned	1/2 cup
		Tomato Juice	8 oz
		Endive	2 oz
		Spinach	1/2 cup

<u>FRUITS</u>	
Apricots, canned	1/2 cup
Cantaloupe	1/4 melon
Watermelon	4x8 wedge

Attachment A

IRON CONTENT OF FOODMEAT, FISH AND EGGS

Beef Liver	3 oz.	6.5 mg
Beef Roast	3 oz.	3.2 mg
Chicken	3 oz.	1.4 mg
Chipped Beef	1/2 cup	1.0 mg
Chili	1 cup	4.3 mg
Corned Beef	3 oz.	3.7 mg
Egg	1 med	1.1 mg
Frankfurter		.8 mg
Ground Beef		
Lean	3 oz.	3.2 mg
Medium fat	3 oz.	2.5 mg
High fat	3 oz.	2.0 mg
Haddock	3 oz.	1.0 mg
Ham, Lt.cure	3 oz.	2.2 mg
Ham Loaf	3 oz.	2.1 mg
Liver Sausage or Braunschweiger	3 oz.	4.5 mg
Ocean Perch	3 oz.	1.1 mg
Pork Chops	3 1/2 oz	2.2 mg
Pork Liver	3 oz.	17.5 mg
Pork Roast	3 oz.	2.7 mg
Shrimp	3 oz.	1.7 mg
Tuna, canned in oil	3 oz.	1.6 mg
Turkey	3 oz.	1.0 mg
Veal Roast	3 oz.	2.9 mg

FRUITS

Apricots, dry, cooked	1/2 cup	2.5 mg
Peaches,dry, cooked	1/2 cup	2.5 mg
Plums, can hvy syrup	3 plums	1.2 mg
Prunes, dry, cooked	1/2 oz	2.2 mg
Prune Juice, canned	1/2 cup	5.2 mg
Raisins	1/2 cup	2.9 mg
Strawberries, raw	1 cup	1.5 mg
Tomato Juice, canned	1/2 cup	1.1 mg

VEGETABLES

Asparagus, Canned	1/2 cup	2.0 mg
Beans, Dry Cooked	1 cup	5.5 mg
Beans, Green,canned	1/2 cup	1.4 mg
Beans, Kidney	1/2 cup	2.2 mg
Beans, Lima Dry	1/2 cup	2.9 mg
Beans, Pork/Beans	1/2 cup	1.0 mg
Beans, Waxed, Can	1/2 cup	1.9 mg
Beet Greens, Cooked	1/2 cup	2.2 mg
Peas, Split Dry	1/2 cup	2.1 mg
Potato	1 medium	1.1 mg
Spinach, Canned	1/2 cup	2.3 mg
Sweet Potato, med	1 potato	1.0 mg
Vegetables, Mixed	1/2 cup	1.2 mg

MISCELLANEOUS

Cashews	1/4 cup	1.3 mg
Macaroni, enrich, ck	3/4 cup	1.0 mg
Molasses, Blackstrap	1 Tbsp	3.2 mg
Walnuts	1/4 cup	1.9 mg

Attachment A

FIBER FOODS

HIGH SOURCES
5-10 GRAMS PER SERVING

Aisan Pears	1 med
Beans, Pinto,Black, Kidney-ck'd	1/2 cup
Dates, dry	1/2 cup
Walnuts or other Nuts	1/2 cup
Bran Flakes	3/4 cup
Baked Potato w/ skin	1 med

GOOD SOURCES
1-5 GRAMS PER SERVING

Chickpeas, cooked	1/2 cup
Apples, w/ skins	1 med
Mixed Vegetables	1/2 cup
Green Peas	1/2 cup
Raspberries, raw	1/2 cup
Strawberries, raw	1/2 cup
Grapes, fresh	1/2 cup
Fresh Fruit w/ skin	1 med
100% whole wheat brd	1 oz
Oatmeal, cooked	1/2 cup
Nuts	1/4 cup

VITAMIN B6

HIGH SOURCES 2 MILLIGRAMS

Ready-to-eat Cereals	3/4 cup
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GOOD SOURCES .75 MILLIGRAMS

Baked Potato, Med	1 med
Banana, Med	1 med
Garbanzo Beans	1/2 cup
Chicken, Breast	3 oz
Oatmeal, instant	1-packet
Pork Loin, cooked	3 oz
Roast Beef, cooked	3 oz
Trout, cooked	3 oz
Sunflower Seeds,kernels	1 oz

FAIR SOURCES < .25 MILLIGRAMS

Spinach, cooked	1/2 cup
Tomato Juice	6 oz
Avocado	1/2 cup
Salmon, cooked	3 oz
Tuna, water pk, drain	3 oz
Wheat Bran, unproc	1/4 cup
Walnuts	1 oz
Peanut Butter	2 Tbls
Soybeans, boiled	1/2 cup

Attachment A

FOLATE FOODS

HIGH SOURCES

Lentils	1/2 cup
Pinto Beans, cooked	1/2 cup
Chickpeas, cooked	1/2 cup
Okra, frozen, cooked	1/2 cup
Spinach, cooked	1/2 cup
Asparagus, cooked	1/2 cup
Turnip Greens, cooked	1/2 cup
Brussels Sprouts, cooked	1/2 cup
Beans, Northern, Kidney, Lima	1/2 cup

GOOD SOURCES

White rice, cooked	1/2 cup
Broccoli, cooked	1/2 cup
Mustard Greens, cooked	1/2 cup
Green Peas, cooked	1/2 cup
Orange Med	1 Med
Orange Juice	6 oz
Potato, Baked Med	1 Med
Avocados	1 Med
Lettuce, Romain, Iceberg	1 cup
Tomato Juice	6 oz
Strawberries, fresh	1/2 cup
Peanuts	1 oz
Egg, Large	1 Large

FAIR SOURCES

All enriched breads, cereals, and pastas

CALCIUM FOODS

HIGH SOURCES 300-400 MG

Yogurt, plain or flavor	8 oz
Cheese, Romano/Parm	1 oz
Ricotta Cheese	4 oz
Sardines w/ bones	3 oz
Calcium fortified OJ	1 cup

GOOD SOURCES 100-300 MG

Milk--all kinds and flavors	1 cup
Cheeses, Cheddar, Mozzarella	1 oz
Soy Milk--calcium enriched	1 cup
Instant Oatmeal	3 oz
Oysters	1 cup
Salmon w/ bones	3 oz
Ice Cream	1 cup
Geens-Collard, Turnip, Spinach	1 cup
Broccoli, cooked	1 cup
Tofu, calcium enriched	read label
Sunflower seeds	read label

FAIR SOURCES <100 MG

Cottage Cheese	1/2 cup
Non-fat dry Milk	1 Tbls
Almonds	1 oz

Attachment A

STEPS TO LOWER SODIUM/SALT in IIIC MENUS

Refrain from adding salt when preparing foods such as main entrée with sauces, casseroles, combination dishes, vegetables or soups that use such items as:

- Bouillon or Gravy mix type products
- Canned creamed soups
- Cheese items: sliced/grated, cottage cheese, cheese sauce etc
- Canned tomato products: whole tomatoes/diced/stewed, tomato sauce, or tomato paste
- Condiments such as BBQ sauce, catsup, salad dressings etc, (limit the amount used)

Reduce salt by half in all baked items when made from scratch such as:

- Breads--Yeast, Quick Bread, and Biscuits
- Cakes, cookies or bars
- Pie crusts

Refrain from using processed or convenience foods such as:

- Boxed potatoes, frozen or instant mashed-use fresh
- Limit bacon, sausage, hot dogs, polish sausage etc on the menu
- Pre-baked frozen meat entrees
- Boxed cake, cookies/bars or boxed muffin/cornbread

Refrain from using canned vegetables when dried, frozen or fresh are available

DO NOT ADD SALT DURING COOKING

- Asparagus
- Beans, green, lima, kidney, pinto, etc
- Carrots
- Corn
- Mixed Vegetables
- Peas
- Spinach
- Mixed Vegetables
- Spinach

Refrain from using cracker crumbs or biscuit products as a filler or topping--use OATMEAL in such items as:

- Meat Loaf type items
- Meatball type items
- Oatmeal topping for cobblers or crisp

DO NOT USE PRODUCTS ADVERTISED AS SALT SUBSTITUTES, but rather use items such as: garlic and onion powder, Mrs. Dash type products use all varieties not just original, use pepper, lemon pepper, etc

Other Ideas for Reducing Sodium

- > Substitute unsalted chicken or beef broth for bouillon cubes or use half unsalted products and half salted products
- > Use unsalted or low sodium tomato juice or use half unsalted products and half salted products
- > Substitute lite soy sauce for regular soy sauce
- > Make a home-made cream sauce with flavorings to substitute for creamed soups

GUIDE FOR ADDING FLAVOR TO FOOD WITHOUT ADDING SALT	
BEEF:	Bay leaf, dry mustard powder, green pepper, marjoram, fresh mushrooms, nutmeg onion, pepper, sage, thyme
CHICKEN:	Green pepper, lemon juice, marjoram, fresh mushrooms, paprika, parsley, poultry seasoning, sage, thyme, lemon pepper
FISH:	Bay leaf, curry powder, dry mustard powder, green pepper, lemon juice, marjoram, fresh mushrooms, paprika, lemon pepper
LAMB:	Curry powder, garlic,(fresh, minced, dry flakes, or powder), mint, mint jelly, pineapples rosemary
PORK:	Apple, applesauce, garlic, onion, sage
VEAL:	Apricot, bay leaf, curry powder, ginger, marjoram, oregano
VEGETABLES:	
Asparagus:	Garlic, lemon juice, onion, vinegar
Corn:	Green pepper, pimiento, fresh tomato
Cucumbers:	Chives, dill, garlic, vinegar
Green Beans:	Dill, lemon juice, marjoram, nutmeg, pimiento
Greens:	Onion, pepper, vinegar
Pea:	Green pepper, mint, fresh mushrooms, onion, parsley
Potatoes:	Green pepper, mace, onion, paprika, parsley
Rice:	Chives, green pepper, onion, pimiento saffron
Squash;	Brown sugar, cinnamon, ginger, mace, nutmeg, onion
Tomatoes:	Basil, marjoram, onion, oregano
SOUPS:	
Bean Soup:	A pinch of dry mustard powder
Vegetable Soup:	Allspice, a small amount of vinegar or a dash of sugar
Chowders:	Peppercorns in skim milk
Pea Soup:	Bay leaf and parsley

Attachment A

POTASSIUM

VERY HIGH SOURCES

<u>Lima Beans</u>	1/2 cup
Mushrooms (fresh)	10 small
Figs (canned)	3 medium
Figs (dried)	4 small
Cantaloupe (6")	1/4 melon
Honeydew (7 ")	1/3 melon
White Potato (baked)	2 " diameter
Winter Squash	1/2 cup
Skim Milk	8 ounces
2% Milk	8 ounces
Navy Beans	1/2 cup

HIGH SOURCES

Buttermilk	8 ounces
Chocolate Milk	8 ounces
Whole Milk	8 ounces
All Bran Cereal	1/2 cup
Baked Beans	1/3 cup
Prune Juice	4 ounces
Tomato Juice	4 ounces
Peas	1/2 cup
Potatoes	1/2 cup
Broccoli	1/2 cup
Cabbage, raw	1/2 cup
Pumpkin (canned)	1/2 cup
Nectarines (fresh)	1/2 cup
Tomato (fresh)	1 medium
Rhubarb	1/2 cup

Medium Sources

Sardines	3 medium
Apricot Nectar	4 ounces
Orange Juice	4 ounces
Dill Pickle	1 large
Cauliflower	1/2 cup
Corn	1/2 cup
Cherries	1/2 cup
Peaches	1 medium
Plums	3 medium

Title III E Family Caregiver Support Contract

This Contract is made and entered into by and between the Northeast Nebraska Area Agency on Aging (Agency) located at 119 W Norfolk, Norfolk, NE 68701 and **City of Columbus** (referred to as "Contractor") located at 3111 19th Street Columbus, NE 68601

I. General Terms

A. Provision of Service:

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

Service unit is activity in a group setting.

- b. **Caregiver Information Services-** A media activity that conveys information to caregivers about available services aging or the aging network. It is a one way mode of communication, examples include Senior Center Facebook posts, TV ads, public service announcements, website hits, brochures, newspaper ads, press releases, etc.

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

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

B. Service Area: Planning and service area counties.

- C. **Term:** Shall be for a period of one year commencing July 1, 2021 and ending June 30, 2022.

- D. **Reimbursement to Contractor:** The maximum amount payable under this Contract is \$3,500 per fiscal year, subject to availability.

The Agency and Contractor therefore enter into the following:

II. Scope of Service

- A. This Contract provides for Family Caregiver Support services.
- B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services:
- Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older
 - Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
 - Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
 - Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities
- C. Services will be delivered at Columbus Community Center.
- D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

III. Contractor Duties

- A. Provide targeting and outreach to identify individuals eligible to receive Title III E Family Caregiver Support Services. The outreach will not only identify but inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.
- B. Provide the following Family Caregiver Support services but not limited to:
- Caregiver Outreach
 - Caregiver Information
- C. Provide caregiver appreciations that can be in goods and/or events to honor and acknowledge the caregivers in their community.
- D. Submit programmatic and financial reports to the Agency as per the established schedule. Financial reports must be filed to the Agency office by the 6th day of each month. Only error free financial reports will be accepted by the Agency no later than 10:00 a.m. on the 6th day of each month. If your reports are received on or before the 5th at 5 p.m., Agency staff will attempt to contact you for needed

corrections. If contractor is unavailable, the reports will be set aside and no reimbursement check will be written.

When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 a.m.. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

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

- E. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation. Examples of data and information include but not limited to invoices, newsletters, etc.
- F. The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.
- G. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- H. Attend all meetings and trainings as requested by Agency.

IV. Agency Duties

- A. Reimburse the Contractor for costs of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.

- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about Family Caregiver Support activities.

V. Administrative Provisions

- A. Contractor shall comply with all of the rules, regulations and policies of the Federal, State and Agency.
- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the grant funds to the Contractor accordingly.
- D. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor's agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- E. All provisions of the Contract are subject to the Americans with Disabilities Act.

VI. Contract Compliance and Enforcement

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

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

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

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

(3) Grievance Procedure. See section 12.

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

(1) Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Case Manager of the Caregiver Support Program and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

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

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

10. GRIEVANCE PROCEDURE.

- (A) In the event that a dispute arises under this Contractor with the caregiver support program within the senior center on the part of Contractor, such dispute shall first be taken to the Case Manager of the Caregiver Support Program or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:
1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
 2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

VII. Termination or Suspension

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

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

Northeast Nebraska Area Agency on Aging

Contractor

Connie Cooper
Signature

Signature

Connie Cooper, Executive Director
Name and Title

James Bulkeley, Mayor
Name and Title

5/27/21
Date

June 21, 2021
Date

4.E. Resolution No. R21-80 approving relocation assistance payment package for Todd F. Muhle in the amount of \$6,132 and Martha G. Kyle in the amount of \$6,132 in conjunction with property acquisition of Tract 20 (1172 12 Avenue) for the 12 Avenue viaduct project.

RESOLUTION NO. R21-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING RELOCATION ASSISTANCE PAYMENT PACKAGE FOR TODD F. MUHLE IN THE AMOUNT OF \$6,132 AND MARTHA G. KYLE IN THE AMOUNT OF \$6,132 IN CONJUNCTION WITH THE PROPERTY ACQUISITION OF TRACT 20 (1172 12 AVENUE) FOR THE 12 AVENUE VIADUCT PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Relocation Assistance Payment Package with Todd F. Muhle in the amount of \$6,132 and Martha G. Kyle in the amount of \$6,132 be approved and the City Treasurer be authorized and directed to pay said amounts as reestablishment payments. Said payments are in conjunction with the property acquisition of Tract 20 (1172 12 Avenue) for the 12 Avenue viaduct project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: 12th Avenue Viaduct Property Acquisition – Rental Assistance

RECOMMENDATION:

I recommend approval of the authorization for property acquisition, rental assistance, associated with the 12th Avenue viaduct project.

Tract 20 – Rental Assistance

Todd Muhle and Martha Kyle
\$6,132 each for a total amount of \$12,264

DISCUSSION:

The Federal Highway Administration through the Nebraska Department of Transportation has determined through their review and audit that rental assistance for the two people noted above is required in accordance with the Federal Uniform Act. Midwest Right-of-Way Services obtained the required documentation.

FISCAL IMPACT:

Reimbursable costs for acquisitions will be in accordance with the agreement with the NDOR and UPRR. City portion part of 2020-2021 CIP 20-69 in the amount of \$1,000,000.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

RELOCATION ASSISTANCE PAYMENT PACKAGE

DATE: June 3, 2021
TO: Roxanne Sullivan, Tom Weber - Nebraska Department of Transportation
Rick Bogus - City of Columbus
FROM: Stacey Kroeger / Maria Rodriguez, Relocation Agents
SUBJECT: City of Columbus 12th Avenue Viaduct
TRACT: 20 – Opal M. Wagner Property

Attached is the Payment Package based on the Corrective Relocation Study for your review and approval for the above-referenced project. Todd Muhle and Martha Kyle received a self-move payment upon vacating the subject property November 14, 2015. Upon review of the file, it was determined that the displacees should have been provided with a Replacement Housing Payment under Housing of Last Resort as they would incur an increase in costs based on the available comparable properties within the City of Columbus's housing market. They are eligible for the following relocation benefits.

RENT SUPPLEMENT PAYMENT

Mr. Muhle and Mrs. Kyle rented the subject property from Opal Wagner. They were moving into the home on June 30, 2015; the rental agreement commenced on July 1, 2015. Their combined yearly income was estimated to be \$56,272.58 or \$4,689.38 a month. The family was not low income. Thirty percent was computed to be \$1,407.00. The utility adjusted rent for the subject property was \$672.00. The payment has been computed based on the actual utility adjusted rent of \$672.00.

The selected comparable was a 2-bedroom home located at 2116 17th Street in Columbus, Nebraska. The utility adjusted rent for the selected comparable was \$964.00. The property was physically inspected on August 13, 2015, and was made available to the displacee at the time the offer was made for moving expenses. Mr. Muhle and Ms. Kyle have separated households years ago and have both indicated that they have elected to apportion the payment between them. The rent supplement payment was computed in the amount of \$12,264.00.

MANNER OF DISBURSEMENT

CHECK #1: Please prepare a check for one half of the Rent Supplement Payment in the amount of \$6,132.00 made payable to:

Todd F. Muhle
2604 25th Street
Columbus, Nebraska 68601

CHECK #2: Please prepare a check for one half of the Rent Supplement Payment in the amount of \$6,132.00 made payable to:

**Martha G. Kyle
4232 Harrison Street
Sioux City, Iowa 51108**

Upon disbursement of the payment, this will have fulfilled the corrective requirement for the City of Columbus in providing relocation assistance for this tract.

Respectfully submitted,

MIDWEST RIGHT OF WAY SERVICES, INC.


Stacey Kroeger
Relocation Agent

Enclosures

RELOCATION REPORT

Study
 Final

Project Number: RRZ-TMT-6065(5)
Project Location: Columbus, Nebraska
Control Number: N/A
Tract Number: 20
Owner: Opal M. Wagner
Property Tenant: Todd F. Muhle and Martha G. Kyle
Property Address: 1172 12th Avenue, Columbus, Nebraska 69601

Last Resort - 1/2 Replacement Housing Payment - Muhle	\$	<u>6,132.00</u>
Last Resort - 1/2 Replacement Housing Payment -Kyle	\$	<u>6,132.00</u>
Interest Differential Payment	\$	<u>N/A</u>
Incidental Expense Payment	\$	<u>N/A</u>
Tax Differential Payment	\$	<u>N/A</u>
Moving Expense Payment – Self-Move	\$	<u>PAID</u>
In Lieu of Moving Payment	\$	<u>N/A</u>
Searching Expense Payment	\$	<u>N/A</u>
Reestablishment	\$	<u>N/A</u>

I hereby certify:

That the amount of the last resort - replacement housing payment is \$12,264.00

That I have no direct or indirect, present or contemplated future personal interest in the transaction, nor will I derive any benefit from the replacement housing payment, or any of the above stated payments.

That I understand the above determined amount is to be used in connection with a Federal-Aid project.

Stacey Kroeger
Stacey Kroeger
June 3, 2021
(Date)

- Approved as submitted
- Approved when used with attached review

Richard W. Boyer
(Reviewer)
6-15-21
(Date)

RELOCATION ASSISTANCE PAYMENT CLAIM

PROJECT NAME: City of Columbus – 3 rd and 12 th Avenues Viaducts		CONTROL NUMBER:	
PROJECT LOCATION: City of Columbus		TRACT: 5	
NAME: Todd F. Muhle and Martha G. Kyle			
OLD ADDRESS: 1172 12 th Avenue, Columbus, Nebraska 68601		DATE MOVED: November 14, 2015	
NEW ADDRESS:		NEW PHONE NUMBER: 402-710-2456	

PAYMENTS BEING CLAIMED		
<input checked="" type="checkbox"/> REPLACEMENT HOUSING	<input type="checkbox"/> TAX DIFFERENTIAL	<input type="checkbox"/> SEARCHING EXPENSE
<input type="checkbox"/> INTEREST DIFFERENTIAL	<input type="checkbox"/> MOVING EXPENSE	<input type="checkbox"/> REESTABLISHMENT
<input type="checkbox"/> INCIDENTAL EXPENSE	<input type="checkbox"/> DIRECT LOSS	<input type="checkbox"/> IN LIEU

TYPE OF DISPLACEMENT	STATUS	OCCUPANCY
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> OWNER	<input type="checkbox"/> 90 DAYS OR MORE
<input type="checkbox"/> BUSINESS	<input checked="" type="checkbox"/> TENANT	<input checked="" type="checkbox"/> LESS 90 DAYS
<input type="checkbox"/> FARM	<input type="checkbox"/> MOBILE HOME	<input type="checkbox"/>
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> SLEEPING ROOM	<input type="checkbox"/>

REPLACEMENT HOUSING PAYMENT <i>(A Supplemental Payment for)</i>		MOVING EXPENSE																
		RESIDENTIAL																
1	An Owner Occupant purchasing a replacement dwelling	\$																
2	An Owner Occupant renting a replacement dwelling	\$																
3	A Tenant Occupant renting a replacement dwelling*	\$ 12,264.00	1 Actual reasonable moving expense, supported by receipted bills or other acceptable evidence of expense <i>(Please attach)</i> - OR -															
4	A Tenant Occupant purchasing a replacement dwelling*	\$	2 Scheduled moving expense															
		BUSINESSES, FARMS, NONPROFIT ORGANIZATIONS*																
		1 Actual reasonable moving expenses, supported by receipted bills or other acceptable evidence of expense <i>(Please attach)</i>																
		- OR -																
		1 An amount not to exceed the lower of two firm bids from qualified bidders, obtained by the State																
		2 Actual reasonable reestablishment expenses supported by receipted bills or other evidence of expenses <i>(Please attach)</i>																
		3 Actual direct losses of tangible personal property <i>(Consult with the Relocation Representative before making this selection)</i>																
		4 Actual reasonable searching expenses supported by receipted bills and a certified statement of time spent in search <i>(Please attach)</i>																
		5 Payment "In Lieu" of moving expenses stated above. A payment determined by the average annual net income for the past two years. The maximum payment is \$20,000. <i>(Excluding the year of relocation)</i> <i>(Attach proper documentation)</i>																
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>YEAR</td> <td>NET INCOME</td> <td>\$</td> </tr> <tr> <td>YEAR</td> <td>NET INCOME</td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>\$</td> </tr> <tr> <td colspan="2"></td> <td>÷ 2 =</td> </tr> <tr> <td colspan="2"></td> <td>\$</td> </tr> </table>		YEAR	NET INCOME	\$	YEAR	NET INCOME	\$	TOTAL		\$			÷ 2 =			\$
YEAR	NET INCOME	\$																
YEAR	NET INCOME	\$																
TOTAL		\$																
		÷ 2 =																
		\$																
TOTAL →		\$	\$															
INCIDENTAL EXPENSE		TAX DIFFERENTIAL																
1	Title Search	\$																
2	Closing Fees	\$																
3	Notary Fees	\$																
4	Surveys or Plats	\$																
5	Recording Fees	\$																
6	Lenders, FHA, or VA Appraisal Fee	\$																
7	FHA or VA Application Fee	\$																
8	Certificate of Structural Soundness	\$																
9	Credit Report	\$																
10	Title Insurance or Abstract 1/2 of \$	\$																
11	State Revenue Stamps	\$																
12	Sales Tax on Mobile Home	\$																
13	Points for Tenant Down payment	\$																
14	Mortgage Default Insurance	\$																
15	Whole Home Inspection	\$																
16	Pest Inspection	\$																
17	Radon Inspection	\$																
TOTAL →		\$	1 A supplemental payment for the increase in real property taxes for a three (3) year period:															
			2 A supplemental payment for the increase in real property taxes for a three (3) year period paid annually:															
			<input type="checkbox"/> 1 st Year															
			<input type="checkbox"/> 2 nd Year															
			<input type="checkbox"/> 3 rd Year															
			\$															

CLAIMANT CERTIFICATION

I (We) certify under the penalties and provisions of applicable laws that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (we) have not submitted any other claim for, or received reimbursement from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) understand that if I am (we are) not entirely eligible to receive the payment(s) being claimed at this time, I (we) understand that these payments will only be released to me (us) after I am (we are) fully eligible to receive them.

REMARKS:

*Todd F. Muhle and Martha G. Kyle have moved to separate replacement housing. They have elected to apportion the payment equally between them as noted on the Assignment of Relocation Assistance Payments forms.

- 1/2 in the amount of \$6,132.00 made payable to Todd F. Muhle
- 1/2 in the amount of \$6,132.00 made payable to Martha G. Kyle

PLEASE SIGN, DATE, AND INCLUDE YOUR FEDERAL I.D. NUMBER. IF NONE, INCLUDE YOUR SOCIAL SECURITY NUMBER.

SIGNATURE OF CLAIMANT: Todd F. Muhle		DATE: 5-24-21		SIGNATURE OF CLAIMANT: Martha G. Kyle		DATE:	
<input type="checkbox"/> Federal I.D.	<input checked="" type="checkbox"/> Social Security No.: 508-88-7645	<input type="checkbox"/> Federal I.D.	<input checked="" type="checkbox"/> Social Security No.:				
RECOMMENDED BY:				APPROVED BY:			
RELOCATION OFFICER: Stacey Kroeger		DATE: May 17, 2021		RELOCATION ASSISTANCE APPROVAL:		DATE: 6-15-21	

RELOCATION ASSISTANCE PAYMENT CLAIM			
PROJECT NAME: City of Columbus - 3 rd and 12 th Avenues Viaducts		CONTROL NUMBER:	
PROJECT LOCATION: City of Columbus		TRACT: 5	
NAME: Todd F. Muhle and Martha G. Kyle			
OLD ADDRESS: 1172 12 th Avenue, Columbus, Nebraska 68601		DATE MOVED: November 14, 2015	
NEW ADDRESS:		NEW PHONE NUMBER: 402-710-2456	
PAYMENTS BEING CLAIMED			
<input checked="" type="checkbox"/> REPLACEMENT HOUSING	<input type="checkbox"/> TAX DIFFERENTIAL	<input type="checkbox"/> SEARCHING EXPENSE	
<input type="checkbox"/> INTEREST DIFFERENTIAL	<input type="checkbox"/> MOVING EXPENSE	<input type="checkbox"/> REESTABLISHMENT	
<input type="checkbox"/> INCIDENTAL EXPENSE	<input type="checkbox"/> DIRECT LOSS	<input type="checkbox"/> IN LIEU	
TYPE OF DISPLACEMENT		STATUS	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> OWNER	<input type="checkbox"/> 90 DAYS OR MORE	
<input type="checkbox"/> BUSINESS	<input checked="" type="checkbox"/> TENANT	<input checked="" type="checkbox"/> LESS 90 DAYS	
<input type="checkbox"/> FARM	<input type="checkbox"/> MOBILE HOME	<input type="checkbox"/>	
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> SLEEPING ROOM	<input type="checkbox"/>	
REPLACEMENT HOUSING PAYMENT (A Supplemental Payment for)		MOVING EXPENSE RESIDENTIAL	
1 An Owner Occupant purchasing a replacement dwelling	\$	1 Actual reasonable moving expense, supported by receipted bills or other acceptable evidence of expense (Please attach) - OR -	\$
2 An Owner Occupant renting a replacement dwelling	\$	2 Scheduled moving expense	\$ PAID
3 A Tenant Occupant renting a replacement dwelling*	\$ 12,264.00	BUSINESSES, FARMS, NONPROFIT ORGANIZATIONS	
4 A Tenant Occupant purchasing a replacement dwelling*	\$	1 Actual reasonable moving expenses, supported by receipted bills or other acceptable evidence of expense (Please attach) - OR -	\$
INTEREST DIFFERENTIAL (A Supplemental Payment for)		1 An amount not to exceed the lower of two firm bids from qualified bidders, obtained by the State	\$
1 Increased interest costs	\$	2 Actual reasonable reestablishment expenses supported by receipted bills or other evidence of expenses (Please attach)	\$
2 Loan fee and/or points	\$	3 Actual direct losses of tangible personal property (Consult with the Relocation Representative before making this selection)	\$
INCIDENTAL EXPENSE		4 Actual reasonable searching expenses supported by receipted bills and a certified statement of time spent in search (Please attach)	\$
1 Title Search	\$	Payment "In Lieu" of moving expenses stated above. A payment determined by the average annual net income for the past two years. The maximum payment is \$20,000. (Excluding the year of relocation) (Attach proper documentation)	
2 Closing Fees	\$	YEAR	NET INCOME \$
3 Notary Fees	\$	YEAR	NET INCOME \$
4 Surveys or Plats	\$	TOTAL \$ ÷ 2 = \$	
5 Recording Fees	\$	TOTAL → \$	
6 Lenders, FHA, or VA Appraisal Fee	\$	TAX DIFFERENTIAL	
7 FHA or VA Application Fee	\$	1 A supplemental payment for the increase in real property taxes for a three (3) year period:	\$
8 Certificate of Structural Soundness	\$	2 A supplemental payment for the increase in real property taxes for a three (3) year period paid annually:	\$
9 Credit Report	\$	<input type="checkbox"/> 1 st Year	<input type="checkbox"/> 2 nd Year
10 Title Insurance or Abstract 1/2 of \$	\$	<input type="checkbox"/> 3 rd Year	\$
11 State Revenue Stamps	\$		
12 Sales Tax on Mobile Home	\$		
13 Points for Tenant Down payment	\$		
14 Mortgage Default Insurance	\$		
15 Whole Home Inspection	\$		
16 Pest Inspection	\$		
17 Radon Inspection	\$		
TOTAL → \$			

CLAIMANT CERTIFICATION

I (We) certify under the penalties and provisions of applicable laws that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (we) have not submitted any other claim for, or received reimbursement from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) understand that if I am (we are) not entirely eligible to receive the payment(s) being claimed at this time, I (we) understand that these payments will only be released to me (us) after I am (we are) fully eligible to receive them.

REMARKS:

*Todd F. Muhle and Martha G. Kyle have moved to separate replacement housing. They have elected to apportion the payment equally between them as noted on the Assignment of Relocation Assistance Payments forms.

- 1/2 in the amount of \$6,132.00 made payable to Todd F. Muhle
- 1/2 in the amount of \$6,132.00 made payable to Martha G. Kyle

PLEASE SIGN, DATE, AND INCLUDE YOUR FEDERAL I.D. NUMBER. IF NONE, INCLUDE YOUR SOCIAL SECURITY NUMBER.

SIGNATURE OF CLAIMANT: Todd F. Muhle	DATE:	SIGNATURE OF CLAIMANT: Martha G. Kyle	DATE:
			6-1-2021
<input type="checkbox"/> Federal I.D.	<input checked="" type="checkbox"/> Social Security No.:	<input type="checkbox"/> Federal I.D.	<input checked="" type="checkbox"/> Social Security No.: 478-06-4223
RECOMMENDED BY:		APPROVED BY:	
RELOCATION OFFICER: Stacey Kroeger	DATE: May 17, 2021	RELOCATION ASSISTANCE APPROVAL:	DATE: 6-15-21

ASSIGNMENT OF RELOCATION ASSISTANCE PAYMENTS

PROJECT: City of Columbus - 12th Avenue Viaduct
PROJECT # RRZ-TMT-6065-(5)
CONTROL # 31925
TRACT 20
NAME Todd F. Muhle
ADDRESS 2604 25th Street
Columbus, Nebraska 68601

I, the undersigned assignor, hereby assign the following Relocation Assistance Payments and corresponding amounts:

AMOUNT: \$6,132.00
PAYMENT DESCRIPTION: Replacement Housing Payment
TO (Assignee's Name): Martha G. Kyle
ADDRESS: _____
FED. I.D. NO. _____

Any balance due after deduction of the above amount(s) shall be paid to the Assignor.

Assignor and Assignee understand that the City of Columbus will not release the above payment(s) to the Assignee until the Assignor has fully qualified for the payment being assigned.

Todd F. Muhle _____ 5-24-21 _____
Todd F. Muhle Date

The City of Columbus acknowledges receipt of this assignment.

Stacey Kroeger _____ 5/21/21 _____
Stacey Kroeger Date
Relocation Agent

ASSIGNMENT OF RELOCATION ASSISTANCE PAYMENTS

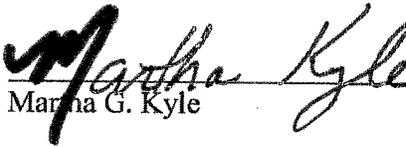
PROJECT: **City of Columbus - 12th Avenue Viaduct**
PROJECT # **RRZ-TMT-6065-(5)**
CONTROL # **31925**
TRACT **20**
NAME **Martha G. Kyle**
ADDRESS **4232 Harrison Street**
Sioux City, Iowa 51108

I, the undersigned assignor, hereby assign the following Relocation Assistance Payments and corresponding amounts:

AMOUNT: **\$6,132.00**
PAYMENT DESCRIPTION: **Replacement Housing Payment**
TO (Assignee's Name): **Todd F. Muhle**
ADDRESS: _____
FED. I.D. NO. _____

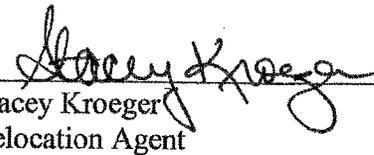
Any balance due after deduction of the above amount(s) shall be paid to the Assignor.

Assignor and Assignee understand that the City of Columbus will not release the above payment(s) to the Assignee until the Assignor has fully qualified for the payment being assigned.


Martha G. Kyle

6/1/2021
Date

The City of Columbus acknowledges receipt of this assignment.


Stacey Kroeger
Relocation Agent

5/21/21
Date

COMPUTATION OF RENTAL AND DOWNPAYMENT REPLACEMENT HOUSING

STUDY
X FINAL

PROJECT NUMBER:	RRZ-TMT-6065-(5)	PROJECT LOCATION:	City of Columbus - 12th Avenue Viaduct
CONTROL NUMBER:	31925	TRACT:	8
TENANT:	Todd F. Muhle and Martha G. Kyle		
ADDRESS:	1171 12th Avenue	CITY / STATE / ZIP	Columbus, Nebraska 68601
PHONE:	Todd: 402-270-9870		

RENTAL STUDY AMOUNT

COMPARABLE NO.	1	2116 17th Street, Columbus, Nebraska 68601	\$ 964.00	X	42	\$ 40,488.00
COMPARABLE NO.	2	3904 Adamy Street, Columbus, Nebraska 68601	\$1,106.00	X	42	\$ 46,452.00
COMPARABLE NO.	3	3813 Adamy Street, Columbus, Nebraska 68601	\$1,106.00	X	42	\$ 46,452.00
SELECTED COMPARABLE	1	UTILITY ADJUSTED RENT	\$ 964.00	X	42 MONTHS	\$ 40,488.00
LESS SUBJECT PROPERTY RENT (AVG.)		BASE MONTHLY RENT	\$ 672.00	X	42 MONTHS	\$ 28,224.00
RENTAL DIFFERENTIAL PAYMENT →						\$ 12,264.00

DOWNPAYMENT STUDY AMOUNT

The amount of the downpayment assistance payment is the same as the person would receive as a rent differential payment, except if that amount is less than \$7,200.00, the amount of the down payment will be \$7,200.00.

\$ -

RENTAL ACTUAL AMOUNT

REPLACEMENT PROPERTY ADDRESS: ***Based on Selected Comparable - Corrective Action**

TYPE OF UTILITY	UTILITY ADJUSTMENT FOR TENANT PAID UTILITIES	CALCULATION			
(Place an "X" in column if Tenant pays utility)		SELECTED COMPARABLE UTILITY ADJUSTED RENT	REPLACEMENT UTILITY ADJUSTED RENT	LESSER OF ABOVE:	LESS SUBJECT PROPERTY BASE MONTHLY RENT
GAS (Includes Fuel Oil)	\$ -	\$ 964.00	\$ 964.00	X 42 MONTHS	\$ 40,488.00
ELECTRIC	\$ -			X 42 MONTHS	\$ 40,488.00
WATER / SEWER / OTHER	\$ -				
TOTAL UTILITY ADJUSTMENT:	\$ -				\$ 40,488.00
UTILITY ADJUSTED RENT					\$ 28,224.00
RENT	\$ -	+ (UTILITY ADJ.)	\$ -	=	\$ -
RENT DIFFERENTIAL PAYMENT:					\$ 12,264.00

DOWNPAYMENT ACTUAL AMOUNT

The amount actually placed down on the replacement being purchased, not to exceed the amount approved as the person's eligible downpayment.

1	Purchase price of the replacement house.	\$ -
2	Less amount of the loan.	\$ -
3	Equals amount placed down.	\$ -
4	Amount approved as the person's eligible downpayment.	\$ -
5	Lesser of line 3 or 4.	\$ -
ELIGIBLE DOWN PAYMENT:		\$ -

Remarks:

Upon review of the file, it was determined that a replacement housing payment should have been offered to the tenants. Comparable #1 was physically inspected by the relocation agent and found to be decent, safe, and sanitary. Todd Muhle and Margaret Kyle have since moved to separate locations. They are eligible to each receive 1/2 of the computed replacement housing payment in the amount of \$6,132.00 each.

Agent: (Signature)	
Stacey Kroeger	Date: June 3, 2021

4.F. Resolution No. R21-81 authorizing payment of various improvement projects.

RESOLUTION NO. R21- 81

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: BOYD JONES CONSTRUCTION COMPANY – LIBRARY/CULTURAL ARTS FACILITY - \$287,369.79; LANDSCAPES UNLIMITED, LLC – QUAIL RUN GOLF COURSE - \$100,304.82.

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:

Boyd Jones Construction Co.	Library/Cultural Arts Facility	\$287,369.79
Landscapes Unlimited, LLC	Quail Run Golf Course	\$100,304.82

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 _____, 2021.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE
PO Box 1677
Columbus, NE 68602-1677

FROM CONTRACTOR:

Boyd Jones Construction Co.
950 S. 10th St., STE 100
Omaha, NE 68108
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

APPLICATION NO:

6

PERIOD TO:

5/31/21

Start:

5/1/21

Finish:

5/31/21

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

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	\$	1,034,887.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,034,887.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	620,598.22
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	58,676.52
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	561,921.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	274,551.91
8. CURRENT PAYMENT DUE	\$	287,369.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	472,965.30

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

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

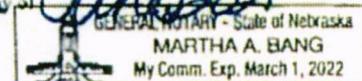
CONTRACTOR:

By:

State of: Nebraska
Subscribed and sworn to before me on this 6/4 day of June, 2021.
Notary Public: Martha A. Bang
My Commission expires 30/1/2022

Date: 6/4/2021

County of: Lincoln



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 \$ 287,369.79

(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:

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.

Date: 6/10/2021

100-130-57200-20030

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

TO OWNER: City of Columbus PROJECT: Quail Run Golf Course
 2414 14th Street 327 S 5th Street
 Columbus, NE 68602 Columbus, NE 68601
 Contact: Richard J. Bogus
 Phone: (402) 562-4220

APPLICATION NO: 3
 APPLICATION DATE: 05/27/21
 PERIOD TO: 06/02/21
 PAYMENT DUE: 06/16/21

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Landscapes Unlimited, LLC VIA ARCHITECT: N/A
 1201 Aries Drive
 Lincoln, NE 68512

Payment by Wire Transfer
 PROJECT NO: 2006A

CONTRACT FOR: Golf Course Repairs

CONTRACT DATE: December 7, 2020

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	\$	1,378,345.67
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,378,345.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	401,520.65
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	40,152.07
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	40,152.07
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	361,368.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	261,063.77
8. CURRENT PAYMENT DUE	\$	100,304.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,016,977.08

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	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: LANDSCAPES UNLIMITED, LLC
 By: *[Signature]* Date: May 27, 2021

State of: Nebraska County of: Lancaster
 Subscribed and sworn to before me this 27th day of May, 2021



My Commission Expires: June 12, 2022

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 \$ 100,304.82

(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]*
 By: *[Signature]* Date: May 26, 2021

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] 6-11-21

100-156-57200-2011

4.G. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2020 TO 05/31/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2020	Total Debits	Total Credits	Ending Balance 05/31/2021
100	GENERAL FUND	9,129,900.86	91,469,702.39	92,554,100.06	8,045,503.19
160	PLATE CO LIBRARY SERVICE	53,727.89	153,655.54	144,580.89	62,802.54
189	PERPETUAL CARE	78,822.07	711.46	200.00	79,333.53
200	STREETS/ENGINEERING	(1,484,540.41)	8,893,200.56	6,394,604.46	1,014,055.69
205	AIRPORT	948,993.92	546,768.01	678,658.50	817,103.43
210	SALES TAX	7,848,144.61	5,361,727.09	3,006,712.61	10,203,159.09
211	1/2 CENT SALES TAX	5,260,056.75	25,081,599.32	14,653,194.18	15,688,461.89
220	COMMUNICATIONS - E911	(367,184.38)	2,967,065.77	2,323,720.54	276,160.85
221	COMMUNICATIONS - WIRELESS E911	(37,337.81)	329,142.02	63,750.00	228,054.21
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,432.46)	12,432.00	12,432.00	(4,432.46)
240	HOUSING REHAB & LOANS	59,809.98	240,133.17	216,163.30	83,779.85
250	ECONOMIC DEVL REUSE	669.24	1,379.11	2,048.35	0.00
260	PROGRESS AND JOBS GROWTH	1,583,481.90	739,032.09	1,166,400.00	1,156,113.99
270	KENO	798,538.91	870,475.01	719,159.21	949,854.71
400	DEBT SERVICE FUND	884,177.40	951,974.38	1,152,380.40	683,771.38
480	COMMUNITY REDEVL AUTH	67,064.91	190,483.36	73,662.20	183,886.07
500	UTILITY SERVICE	13,795,389.63	14,411,870.13	14,289,330.24	13,917,929.52
520	WATER	11,848,920.01	5,444,650.28	4,623,514.30	12,670,055.99
530	LOUP DISTRIBUTION	2,167,061.65	3,258,329.77	3,248,134.32	2,177,257.10
560	STORMWATER UTILITY	462,974.87	426,700.88	217,600.16	672,075.59
570	SOLID WASTE DIVISION	2,080,765.65	2,059,541.61	1,543,400.96	2,596,906.30
600	HEALTH INSURANCE	2,525,442.38	677,853.08	594,020.02	2,609,275.44
700	POLICE PENSION	59,791.46	464.27	60,255.73	0.00
710	FIRE PENSION	40,996.44	76,442.00	18,868.00	98,570.44
730	LICENSES TO SCHOOLS	300.00	15,670.00	13,020.00	2,950.00
740	LIBRARY FOUNDATION	2,558,890.17	0.00	0.00	2,558,890.17
745	LIBRARY ENDOWMENT	1,859,178.06	0.00	0.00	1,859,178.06
750	GERRARD PARK TRUST	144,558.94	8,685.70	581.08	152,663.56
999	PAYROLL CLEARING	11,149.00	6,473,468.70	6,551,806.62	(67,188.92)
	TOTAL - ALL FUNDS	62,375,311.64	170,663,157.70	154,322,298.13	78,716,171.21

4.H. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359	911 CUSTOM LLC				
06/22/2021	INVOICE	45757	VEST CARRIER - DREIFURST QM	291.00	
06/22/2021	INVOICE	45970	BLACKINTON FLEX BADGE - HEFTI QM	34.00	
06/22/2021	INVOICE	45970	BLACKINTON FLEX BADGE #41 - CIBORON QM	34.00	
06/22/2021	INVOICE	45970	BALCKINTON FLEX BADGE #9 - VELASQUEZ QM	34.00	
			Total:	393.00	
			Net of 4 Invoices / 0 Checks	393.00	
02057	A TO Z MESSAGING				
06/22/2021	INVOICE	13210	ANSWERING SERVICE	115.00	
			Total:	115.00	
			Net of 1 Invoices / 0 Checks	115.00	
00116	ACE HARDWARE & GARDEN CNT				
06/22/2021	INVOICE	177943/5	FOLLER FRAME, TRAY LINERM, GRAFFITI REMOVER	24.96	
06/22/2021	INVOICE	177868/5	7PC TOOLSET WITH BAG	22.99	
06/22/2021	INVOICE	177881/5	HOSE, NOZZLE, SPRAYER	36.55	
06/22/2021	INVOICE	177867/5	SPRAYER, CLOROX, TOILET CLEANER	84.08	
06/22/2021	INVOICE	177895/5	HITCHBALL	12.99	
06/22/2021	INVOICE	177898/5	PVC SUPPLIES	2.78	
06/22/2021	INVOICE	177899/5	AERATOR PART	4.99	
06/22/2021	INVOICE	177900/5	SMARTFLO HOSE, SPRINKLERS	82.98	
06/22/2021	INVOICE	178039/5	PLUMBERS PUTTY	2.79	
06/22/2021	INVOICE	178016/5	WATER FAUCET FILTER 2PK	25.99	
06/22/2021	INVOICE	178048/5	SUPPLIES	2.78	
06/22/2021	INVOICE	178051/5	HOSE, PVC NIPPLE	16.38	
06/22/2021	INVOICE	177752/5	SPRINGS, BOLTS	7.18	
06/22/2021	INVOICE	177759/5	HOSE, SPRINKLER	39.98	
06/22/2021	INVOICE	177760/5	22" 7.25 B&S 163CC FVD	369.00	
06/22/2021	INVOICE	177735/5	ADAPTERS, ELBOWS	15.92	
06/22/2021	INVOICE	177742/5	BUSHINGS	18.57	
06/22/2021	INVOICE	177722/5	NUTS, BOLTS, SCREWS	14.85	
06/22/2021	INVOICE	177751/5	BUNGEE CORDS	31.80	
06/22/2021	INVOICE	177831/5	PARTS	18.14	
06/22/2021	INVOICE	177824/5	LED BULBS	25.96	
			Total:	861.66	
			Net of 21 Invoices / 0 Checks	861.66	
03104	ACE SANITATION SERVICE INC.				
06/22/2021	INVOICE	4932 JUN21	MAY GARBAGE SERVICE	39.00	
06/22/2021	INVOICE	4931 JUN21	MAY GARBAGE SERVICE	39.00	
			Total:	78.00	
			Net of 2 Invoices / 0 Checks	78.00	
00180	ADVANCE AUTO PARTS				
06/22/2021	INVOICE	5606114185192	AIR FILTER FOR 74D	74.20	
06/22/2021	INVOICE	5606115960722	AIR FILTER FOR #35	20.16	
06/22/2021	INVOICE	5606112684819	LUBE, AIR	47.60	
06/22/2021	INVOICE	5606112684818	LUBE FOR #27	10.15	
06/22/2021	INVOICE	5606112684817	OIL FILTERS FOR SHOP STOCK	9.42	
06/22/2021	INVOICE	5606115913070	OIL FILTERS	16.54	
06/22/2021	INVOICE	5606116160777	DIMMER SWITCH FOR #76	101.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	279.74	
			Net of 7 Invoices / 0 Checks	279.74	
00102 06/22/2021	AG SPRAY EQUIPMENT INVOICE	405913	TEEJET SPRAY TIPS	13.05	
			Total:	13.05	
			Net of 1 Invoices / 0 Checks	13.05	
02304 06/22/2021	ALPHAMEDIA USA LLC INVOICE	053121AQU	MAY ADVERTISING	1,850.00	
			Total:	1,850.00	
			Net of 1 Invoices / 0 Checks	1,850.00	
00501 06/22/2021	AMAZON INVOICE	943835838533	LIQUID CHALK, DRY ERASE SUPPLIES	29.83	
06/22/2021	INVOICE	953385976795	HP TONER	543.56	
06/22/2021	INVOICE	468877785785	SCRUBS-IN-A-BUCKET	99.95	
06/22/2021	INVOICE	75768593954	HP TONER	517.08	
06/22/2021	INVOICE	763478375884	PENS, CAN LINERS, COIN ENVELOPES	90.14	
06/22/2021	INVOICE	794445354854	6X9 ENVELOPES	22.98	
06/22/2021	INVOICE	936474686485	MATERIALS	29.95	
06/22/2021	INVOICE	8557333636979	KEY HOLDER, KEY RACK	129.95	
06/22/2021	INVOICE	643764497943	ECOLILTE #2 8.5X12 BUBBLE MAILERS	29.00	
06/22/2021	INVOICE	445748995665	MATERIALS	216.89	
06/22/2021	INVOICE	45598893464	2 SAMSUNG TABLETS, DESK PAD	448.23	
06/22/2021	INVOICE	594879463433	HP CATRIDGES	81.78	
06/22/2021	INVOICE	697757484979	HP INK CARTRIDGE	39.89	
06/22/2021	INVOICE	764893447778	EXPO DRY ERASE	16.36	
06/22/2021	INVOICE	449563985384	HEAVYWEIGHT WHITE 6X9 PAPER	74.75	
06/22/2021	INVOICE	463785866589	CASE FOR MOTO ONE 5G	14.95	
06/22/2021	INVOICE	468757855587	HP INK, MDESIGN DECORATIVE METAL TOWEL HOLDI	43.88	
06/22/2021	INVOICE	567366897984	SCREEN PROTECTOR	7.85	
06/22/2021	INVOICE	456567575754	RETEVIS RT22 WALKIE TALKIES FOR PPWP	426.76	
06/22/2021	INVOICE	473844559343	USB CHARGER CORD LIGHT, IPHONE CHARGER	19.86	
06/22/2021	INVOICE	669793343635	FILE FOLDER TABS, MARKERS	27.04	
			Total:	2,910.68	
			Net of 21 Invoices / 0 Checks	2,910.68	
00133 06/22/2021	AMERICAN LEGAL PUBLISHING CORP INVOICE	8840	2021 S-12 FOLIO/INTERNET SUPPLEMENTAL PAGES	249.80	
06/22/2021	INVOICE	8710	2021 S-12 SUPPLEMENT EDITING PAGES	2,318.00	
			Total:	2,567.80	
			Net of 2 Invoices / 0 Checks	2,567.80	
01189 06/22/2021	AMERICAN RED CROSS INVOICE	22351423	LG AND WP SKILLS/REVIEW, CPR-AED REVIES	558.00	
			Total:	558.00	
			Net of 1 Invoices / 0 Checks	558.00	
00294 06/22/2021	AMERITAS LIFE INSURANCE CORP INVOICE	0000054375	ANNUAL SERVICE FEE - CITY ADMINISTRATOR PEN:	460.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	460.00	
			Net of 1 Invoices / 0 Checks	460.00	
00418	AQUA-CHEM INC				
06/22/2021	INVOICE	00196050	CHEMICALS	1,961.10	
06/22/2021	INVOICE	00196325	CLEAR ACRYLIC COVER	485.81	
06/22/2021	INVOICE	00196315	CHEMICALS	2,216.65	
			Total:	4,663.56	
			Net of 3 Invoices / 0 Checks	4,663.56	
00587	AQUA-PURE INC				
06/22/2021	INVOICE	COLNE2106	MAY SERVICE CONTRACT -NORTH AND SOUTH WELLS	10,755.22	
			Total:	10,755.22	
			Net of 1 Invoices / 0 Checks	10,755.22	
10561	ARNOLD MOTOR SUPPLY				
06/22/2021	INVOICE	78NV009659	STOP LEAK, TOP CAN TAP, AC GAUGE	106.06	
06/22/2021	INVOICE	78NV009479	OIL SEAL	9.98	
06/22/2021	INVOICE	78NV009916	STARTER	204.44	
06/22/2021	INVOICE	78NV009639	ATC BLADE FUSES-20A	5.80	
06/22/2021	INVOICE	78NV008859	RE-KOIL HOSE	52.46	
06/22/2021	INVOICE	78NV009881	BLK RTC SILICONE ADHESIVE	13.19	
06/22/2021	INVOICE	78NV009796	HI-POWER II V-BELTS - UNIT 99	38.16	
06/22/2021	INVOICE	78NV009260	PRIME/ORG COMPAT-50/50	23.78	
06/22/2021	INVOICE	78NV009304	12V 675 SERIES AUTO LINE BATTERY	112.76	
06/22/2021	INVOICE	78NV009262	PRIME/ORG COMPAT 50/50, OPTI-SORB/LOC 60	70.56	
06/22/2021	INVOICE	78NV009274	8GE-10FFORX/FORX45, WIRE BRAID HOSE	77.17	
			Total:	714.36	
			Net of 11 Invoices / 0 Checks	714.36	
03124	BEARD-WARREN HEATING &				
06/22/2021	INVOICE	072623	CORE DRILLED 4 10" DIAM X 8" HOLES	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
00461	BEHLEN TOWING LLC				
06/22/2021	INVOICE	27320	TOWING SERVICE	90.00	
06/22/2021	INVOICE	27331	TOWING SERVICE	100.00	
06/22/2021	INVOICE	27403	TOWING SERVICE	100.00	
06/22/2021	INVOICE	27404	TOWING SERVICE	100.00	
06/22/2021	INVOICE	27332	TOWING SERVICE	100.00	
06/22/2021	INVOICE	27411	TOWING SERVICE	100.00	
06/22/2021	INVOICE	57414	TOWING SERVICE	100.00	
06/22/2021	INVOICE	22833	TOWING SERVICE	225.00	
06/22/2021	INVOICE	27417	TOWING SERVICE	100.00	
06/22/2021	INVOICE	27342	TOWING SERVICE	100.00	
06/22/2021	INVOICE	26422	TOWING SERVICE	100.00	
			Total:	1,215.00	
			Net of 11 Invoices / 0 Checks	1,215.00	
03126	BIG RED PRINTING				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	78530	MATTE , MOUNTED PRINT-STATION #2	79.75	
			Total:	79.75	
			Net of 1 Invoices / 0 Checks	79.75	
03256	BLACK HILLS ENERGY				
06/22/2021	INVOICE	8429 6210 02	JUN21NATURAL GAS	415.70	
06/22/2021	INVOICE	0815 1921 72	JUN21NATURAL GAS	247.39	
06/22/2021	INVOICE	6007 1329 48	JUN21NATURAL GAS	193.30	
06/22/2021	INVOICE	5156 7873 42	JUN21NATURAL GAS	18.10	
06/22/2021	INVOICE	6310 3990 85	JUN21NATURAL GAS	3.06	
06/22/2021	INVOICE	5317 1214 84	JUN21NATURAL GAS	1.97	
06/22/2021	INVOICE	5431 5180 01	JUN21NATURAL GAS	1.42	
06/22/2021	INVOICE	6942 7542 63	JUN21NATURAL GAS	1,555.36	
			Total:	2,436.30	
			Net of 8 Invoices / 0 Checks	2,436.30	
00917	BLACKSTONE PUBLISHING				
06/22/2021	INVOICE	1225768	MATERIALS	483.19	
			Total:	483.19	
			Net of 1 Invoices / 0 Checks	483.19	
02485	BOYD JONES CONSTRUCTION CO				
06/22/2021	INVOICE	6	LIBRARY PROJECT	287,369.79	
			Total:	287,369.79	
			Net of 1 Invoices / 0 Checks	287,369.79	
03018	BS&A SOFTWARE				
06/22/2021	INVOICE	133724	COMMUNITY DEVELOPMENT PROGRAM	37,505.00	
			Total:	37,505.00	
			Net of 1 Invoices / 0 Checks	37,505.00	
10547	BVH ARCHITECTURE				
06/22/2021	INVOICE	39201	LIBRARY, CITY HALL, CHILDRENS MUSEUM PROJEC	287,549.00	
			Total:	287,549.00	
			Net of 1 Invoices / 0 Checks	287,549.00	
02578	CAPITOL CITY ELECTRIC				
06/22/2021	INVOICE	16804	REPAIR UNDERGROUND WIRES TO SIGN	289.20	
			Total:	289.20	
			Net of 1 Invoices / 0 Checks	289.20	
01922	CAPRI INN & SUITES				
06/22/2021	INVOICE	10518311	LODGING CHARGES/TRAVIS SCANLAN	119.98	
06/22/2021	INVOICE	10518107	LODGING CHARGES/JORDAN BLAHAK	119.98	
06/22/2021	INVOICE	10517311	LODGING CHARGES/TRAVIS SCANLAN	59.99	
06/22/2021	INVOICE	10518313	LODGING CHARGES/HEATH FIALA	119.98	
			Total:	419.93	
			Net of 4 Invoices / 0 Checks	419.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10604	CASEY'S MAIL SERVICE LLC				
06/22/2021	INVOICE	1121	MAY DAILY MAIL/WATER STATEMENTS	4,104.59	
06/22/2021	INVOICE	1115	LIBRARY MAIL	291.35	
			Total:	4,395.94	
			Net of 2 Invoices / 0 Checks	4,395.94	
00622	CAT'S PRO MOW				
06/22/2021	INVOICE	360163	MAY LAWN CARE	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
01209	CENTER POINT LARGE PRINT				
06/22/2021	INVOICE	1851909	MATERIALS	89.28	
			Total:	89.28	
			Net of 1 Invoices / 0 Checks	89.28	
03138	CENTRAL SAND & GRAVEL CO				
06/22/2021	INVOICE	241060	ROOFING ROCK	787.05	
			Total:	787.05	
			Net of 1 Invoices / 0 Checks	787.05	
00293	CENTRAL VALLEY AG COOPERATIVE				
06/22/2021	INVOICE	1616417	CORNERSTONE+, 2-4D AMINE 4# 4X1	92.13	
06/22/2021	INVOICE	340859-0066	JOB 1697534 - FIELD GRASS RUNWAY	459.75	
			Total:	551.88	
			Net of 2 Invoices / 0 Checks	551.88	
01148	CENTURY LINK				
06/22/2021	INVOICE	402D33-0443	E911 PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
06/22/2021	INVOICE	23	3 STUD STOPTAIL LAMP	43.98	
06/22/2021	INVOICE	21	VALVE AD-9 FOR 74D	49.69	
06/22/2021	INVOICE	2455	PARTS FOR TRAILER 8	74.54	
			Total:	168.21	
			Net of 3 Invoices / 0 Checks	168.21	
10637	CIELOCHA, HAYLEE				
06/22/2021	INVOICE	QB-0621	SOCIAL MANAGEMENT PKG - QR AND VB COURSES	323.50	
			Total:	323.50	
			Net of 1 Invoices / 0 Checks	323.50	
00059	CITY DIRECTORY INC				
06/22/2021	INVOICE	D199651	CITY DIRECTORIES	2,744.00	
			Total:	2,744.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,744.00	
10613 06/22/2021	CLINE WILLIAMS INVOICE	319364	RE: A.M.COHRON & SONS CLAIM/VIADUCT	7,193.50	
			Total:	7,193.50	
			Net of 1 Invoices / 0 Checks	7,193.50	
02542 06/22/2021	CNC REPAIR LLC INVOICE	4700	OIL CHANGE, REPL TAILLIGHT-UNIT 192 VIN9100	84.42	
06/22/2021	INVOICE	4725	OIL CHANGE - UNIT 204 VIN 49749	59.40	
06/22/2021	INVOICE	4727	OIL CHANGE - UNIT 197 VIN 95403	37.41	
06/22/2021	INVOICE	4740	BRAKES, WINDSHIELD WASHER RESEVOIR - UNIT 1	577.89	
06/22/2021	INVOICE	4756	OIL CHANGE, COOLANT - UNIT 198 VIN 95404	42.13	
06/22/2021	INVOICE	4757	OIL CHANGE, COOLANT - UNIT 194 VIN 06647	56.08	
			Total:	857.33	
			Net of 6 Invoices / 0 Checks	857.33	
03140 06/22/2021	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM - MAY	1,280.00	
			Total:	1,280.00	
			Net of 1 Invoices / 0 Checks	1,280.00	
03141 06/22/2021	COLUMBUS COMMUNITY HOSPITAL INVOICE	053121RESC	MEDICAL SUPPLIES	1,352.82	
			Total:	1,352.82	
			Net of 1 Invoices / 0 Checks	1,352.82	
01638 06/22/2021	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,311.58	
			Total:	9,311.58	
			Net of 1 Invoices / 0 Checks	9,311.58	
03139 06/22/2021	COLUMBUS PLUMBING COMPANY INVOICE	0005938	SINK FAUCET	142.00	
			Total:	142.00	
			Net of 1 Invoices / 0 Checks	142.00	
10450 06/22/2021	COLUMBUS RETAIL, LLC INVOICE	07.01.2021	COLUMBUS RETAIL TIF BOND PAYMENTS	735.24	
			Total:	735.24	
			Net of 1 Invoices / 0 Checks	735.24	
01250 06/22/2021	COMMONWEALTH ELECTRIC COMPANY INVOICE	57369	REPLACE 225 AMP BREAKER IN MAIN GEAR	669.63	
			Total:	669.63	
			Net of 1 Invoices / 0 Checks	669.63	
03146	CONNECTING POINT/RADIO SHACK				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	12244	HP 3 YR CAREPACK	179.99	
06/22/2021	INVOICE	12839	(4) HP 3YR CAREPACK	719.96	
06/22/2021	INVOICE	12387	MOUNTING BRACKETS, SPEAKER BARS, MONITORS	2,164.00	
06/22/2021	INVOICE	12388	5 HP MONITORS	900.00	
Total:				3,963.95	
Net of 4 Invoices / 0 Checks				3,963.95	
01081	CONSOLIDATED MANAGEMENT CO				
06/22/2021	INVOICE	220523	MEALS-LADE, WEHLING	186.84	
06/22/2021	INVOICE	220485	MEALS-WEHLING, LADE	136.62	
Total:				323.46	
Net of 2 Invoices / 0 Checks				323.46	
01702	COVER ONE				
06/22/2021	INVOICE	20118	GLUE STRIPS FOR BOOK REPAIR	507.60	
Total:				507.60	
Net of 1 Invoices / 0 Checks				507.60	
00270	DANKO EMERGENCY EQUIPMENT				
06/22/2021	INVOICE	117249	BLADE KIT - HURST CUTTERS	1,445.23	
Total:				1,445.23	
Net of 1 Invoices / 0 Checks				1,445.23	
00491	DHHS				
06/22/2021	INVOICE	051011WTR	GRADE IV COURSE/EXAM - TRAVIS SCANLAN	80.00	
Total:				80.00	
Net of 1 Invoices / 0 Checks				80.00	
00549	DHHS DIVISION OF PUBLIC HEALTH				
06/22/2021	INVOICE	040921SCHOEN	APPLICATION-WTR OP VI LICENSE-ZACHARY SCHOEI	115.00	
Total:				115.00	
Net of 1 Invoices / 0 Checks				115.00	
00374	DUNBAR DOUGLAS				
06/22/2021	INVOICE	053121CC	MAY CREDIT CARD FEES	1,466.26	
06/22/2021	INVOICE	053121GOLF	MAY COMMISSIONS	4,238.77	
06/22/2021	INVOICE	053121LIQU	MAY LIQUOR COMMISSION	2,582.48	
06/22/2021	INVOICE	053121GOLF	MONTHLY CONTRACT	6,498.00	
Total:				14,785.51	
Net of 4 Invoices / 0 Checks				14,785.51	
03158	EAKES OFFICE SOLUTIONS				
06/22/2021	INVOICE	INV28765	SECOND FLOOR COPIER CONTRACT	1,125.04	
06/22/2021	INVOICE	8265551-0	NAME PLATE-MELISSA GOC/PLANNING COMMISSION	13.47	
Total:				1,138.51	
Net of 2 Invoices / 0 Checks				1,138.51	
03160	EDUCATIONAL SERV UNIT #7				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	2041	SUMMER READING PKG, TAILS & TALES	152.25	
			Total:	152.25	
			Net of 1 Invoices / 0 Checks	152.25	
03161	ELECTRICAL ENGINEERING &				
06/22/2021	INVOICE	7131865-00	GE BULB	56.34	
06/22/2021	INVOICE	7141819-00	CORD, CONNECTORS, CONDUIT LOCKNUTS	18.92	
			Total:	75.26	
			Net of 2 Invoices / 0 Checks	75.26	
03163	ENTERPRISE ELECTRIC COLUMBUS				
06/22/2021	INVOICE	1145-1002706	250V RK1 TD FUSES	17.36	
			Total:	17.36	
			Net of 1 Invoices / 0 Checks	17.36	
03165	FASTENAL COMPANY				
06/22/2021	INVOICE	NECOL234050	PARTS	133.76	
06/22/2021	INVOICE	NECOL234149	PARTS	23.04	
			Total:	156.80	
			Net of 2 Invoices / 0 Checks	156.80	
03167	FERRELLGAS LP				
06/22/2021	INVOICE	RNT8786916	TANK RENTAL- WATER PLANT 3 - 5/1/21 - 4/30/:	73.32	
			Total:	73.32	
			Net of 1 Invoices / 0 Checks	73.32	
00242	FIRST NATIONAL BANK OMAHA				
06/22/2021	INVOICE	65335	DON'S PIONEER UNIFORMS - KHAKI PANTS-DREIFU	57.90	
06/22/2021	INVOICE	021621FCTS	CREDIT-FULL CIRCLE TRAINING-HAPP	(399.00)	
06/22/2021	INVOICE	021621FCTS	CREDIT-FULL CIRCLE TRAINING - WANGLER	(399.00)	
06/22/2021	INVOICE	040521B2G	CREDIT-BLUE 2 GOLD CANCELLATION-J BLACK	(159.00)	
06/22/2021	INVOICE	21-04-07-IB-IGS000	BLUE 2 GOLD- IMPLICIT BIAS TRAINING-ALEXANDI	97.00	
06/22/2021	INVOICE	1978-7845	BLUE 2 GOLD TRAINING	159.00	
06/22/2021	INVOICE	65701	DON'S PIONEER UNIFORMS - WEHLING	87.89	
06/22/2021	INVOICE	1947-2565	BLUE 2 GOLD TRAINING	159.00	
06/22/2021	INVOICE	B81572F1-0001	JOHN E REID & ASSOC.--TRAINING-PETERS, MAGDA.	1,050.00	
06/22/2021	INVOICE	01674	NEFSMA REGISTRATION-BENCK	100.00	
06/22/2021	INVOICE	01675	NEFSMA REGISTRATION - BENCK	100.00	
06/22/2021	INVOICE	1781	LABOR RELATIONS INFORMATION SYSTEM SUBSCR	150.00	
06/22/2021	INVOICE	052621	UDDOT/LTAP TRAINING IN LINCOLN	75.86	
06/22/2021	INVOICE	051721PD	TRAINING EXPENSE-MEALS, FUEL	118.97	
06/22/2021	INVOICE	051021ADM	OMAHA WORLD HERALD ONLINE - MAY, JUNE	18.57	
06/22/2021	INVOICE	060121CUMM	SEASONED TIMES SUBSCRIPTION	15.00	
06/22/2021	INVOICE	11378256589300211	AMAZON - HEIGHT ADJUSTABLE DESK	136.90	
06/22/2021	INVOICE	11305816686808225	AMAZON - AUTHORIZED PERSONNEL SIGNS	12.83	
06/22/2021	INVOICE	3057/3335	FIRE SCHOOL/DUES - J VOLLERTSEN	135.00	
06/22/2021	INVOICE	A100A1024A76	DISCOUNT MUGS-COOLERS FOR GOLF CARTS	307.50	
06/22/2021	INVOICE	1950	GFOA MEMBERSHIP DUES-LINDSLEY	50.00	
06/22/2021	INVOICE	700423661	FIRST BOOK MARKETPLACE-PARTIAL ORDER REC'D	59.70	
06/22/2021	INVOICE	A142799	APRILAIRE FILTERS FOR HVAC	42.21	
06/22/2021	INVOICE	T45155344	TOKYO TREAT	12.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	000074	SIGN GYPSIES-RED LIBRARY LETTERS	136.60	
06/22/2021	INVOICE	2368104	PIZZA RANCH GIFT CARD	25.00	
06/22/2021	INVOICE	051721LIB	COL ARE CHAMBER OF COMMERCE-COLUMBUS BUCKS	240.00	
06/22/2021	INVOICE	051721LIBR	ARTSY HAVEN - CARDSTOCK	13.74	
06/22/2021	INVOICE	650240073	TROTEC - MAKERSPACE COMPACTFILTER	628.00	
06/22/2021	INVOICE	21079987	4IMPRINT - OUTDOOR BLADE SAIL SIGN-TWO SIDEI	242.62	
06/22/2021	INVOICE	14041	VENMILL INDUSTRIES-COMBO KIT/DISC CLEANING I	101.10	
06/22/2021	INVOICE	052421LIBR	CONSTANT CONTACT	66.50	
06/22/2021	INVOICE	710008238	ORIENTAL TRADING - CERAMIC PIGGY BANKS	72.96	
06/22/2021	INVOICE	053121AQ	AUTHORIZE.NET CHARGES - MAY	30.00	
06/22/2021	INVOICE	21111226	4IMPRINT-12X20 SHOPPING BAGS	619.25	
Total:				4,164.60	
Net of 35 Invoices / 0 Checks				4,164.60	
10630	FIVE POINTS BANK				
06/22/2021	INVOICE	07.01.2021	COLUMBUS LODGING TIF BOND PAYMENT	21,930.01	
Total:				21,930.01	
Net of 1 Invoices / 0 Checks				21,930.01	
00169	FRONTIER				
06/22/2021	INVOICE	40256277850209002	NWP ALARM SERVICE	71.05	
06/22/2021	INVOICE	30818802060523942	E911 SERVICE 5/30-6/29/21	221.82	
06/22/2021	INVOICE	30818801750912722	PHONE CHARGES 5/30/21 - 6/29/21	1,697.72	
Total:				1,990.59	
Net of 3 Invoices / 0 Checks				1,990.59	
00459	GALE				
06/22/2021	INVOICE	74175087	MATERIALS	76.47	
Total:				76.47	
Net of 1 Invoices / 0 Checks				76.47	
01789	GAVER TIRE & AUTO CENTER INC				
06/22/2021	INVOICE	55355	USED TIRE	53.75	
Total:				53.75	
Net of 1 Invoices / 0 Checks				53.75	
03174	GEHRING CONSTRUCTION &				
06/22/2021	INVOICE	55259	6TH ST AND 20TH AVE	430.88	
06/22/2021	INVOICE	55282	17TH ST AND 26TH AVE	692.50	
06/22/2021	INVOICE	55079	34ST AND 40AVE	206.75	
06/22/2021	INVOICE	55137	36AV AND 20ST	803.13	
Total:				2,133.26	
Net of 4 Invoices / 0 Checks				2,133.26	
03178	GERHOLD CONCRETE COMPANY				
06/22/2021	INVOICE	241179	1308 BILL BABKA DR	481.27	
Total:				481.27	
Net of 1 Invoices / 0 Checks				481.27	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00056 06/22/2021	GODFATHER'S PIZZA INVOICE	5513	ENGINE CO #1-MAY PRACTICE MEAL	88.75	
			Total:	88.75	
			Net of 1 Invoices / 0 Checks	88.75	
10401 06/22/2021	GOLFNOW INVOICE	INV00041631	WEBSITE/EMAIL HOSTING FOR JUNE	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02075 06/22/2021	GREAT PLAINS COMMUNICATIONS INVOICE	4025648127 JUN21	PHONE/INTERNET CHARGES 6/16/21 - 7/15/21	833.02	
			Total:	833.02	
			Net of 1 Invoices / 0 Checks	833.02	
10424 06/22/2021	GREAT PLAINS STATE BANK INVOICE	07.01.2021	COLUMBUS RETAIL TIF BOND PAYMENTS	1,719.04	
06/22/2021	INVOICE	07.01.2021	WHO DEVELOPMENT - APARTMENTS TIF BOND PAYMEI	4,377.46	
06/22/2021	INVOICE	07.01.2021	WHO DEVELOPMENT - HOTEL TIF BOND PAYMENT	5,658.38	
			Total:	11,754.88	
			Net of 3 Invoices / 0 Checks	11,754.88	
01070 06/22/2021	GREY HOUSE PUBLISHING INC INVOICE	967602	WEISS RATINGS CONSUMER BOX SET FALL 21 TO S:	462.05	
			Total:	462.05	
			Net of 1 Invoices / 0 Checks	462.05	
10494 06/22/2021	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
10556 06/22/2021	H2 EQUIPMENT LLC INVOICE	5245	8MXT HOSES, SLEEVES, FITTINGS	110.88	
			Total:	110.88	
			Net of 1 Invoices / 0 Checks	110.88	
03183 06/22/2021	HADLEY-BRAITHWAIT COMPANY INVOICE	218986	CUPS, PLATES, NAPKINS	493.20	
06/22/2021	INVOICE	219061	CONCESSION SUPPLIES	348.50	
			Total:	841.70	
			Net of 2 Invoices / 0 Checks	841.70	
00272 06/22/2021	HAWKINS INC INVOICE	4956799	CHEMICALS	6,087.03	
			Total:	6,087.03	
			Net of 1 Invoices / 0 Checks	6,087.03	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01424	HEARTLAND NATURAL GAS LLC				
06/22/2021	INVOICE	88929	NATURAL GAS	0.39	
06/22/2021	INVOICE	88930	NATURAL GAS	553.15	
06/22/2021	INVOICE	88934	NATURAL GAS	58.90	
06/22/2021	INVOICE	88933	NATURAL GAS	5.85	
06/22/2021	INVOICE	88931	NATURAL GAS	12.49	
06/22/2021	INVOICE	88936	NATURAL GAS	4.68	
06/22/2021	INVOICE	88935	NATURAL GAS	0.39	
06/22/2021	INVOICE	88932	NATURAL GAS	23.01	
06/22/2021	INVOICE	88937	NATURAL GAS	23.40	
06/22/2021	INVOICE	88943	NATURAL GAS	27.31	
06/22/2021	INVOICE	88941	NATURAL GAS	6.25	
06/22/2021	INVOICE	88940	NATURAL GAS	188.41	
06/22/2021	INVOICE	88939	NATURAL GAS	95.18	
06/22/2021	INVOICE	88942	NATURAL GAS	912.03	
06/22/2021	INVOICE	88938	NATURAL GAS	8.58	
06/22/2021	INVOICE	89062	NATURAL GAS	3,205.40	
06/22/2021	INVOICE	89061	NATURAL GAS	16.39	
			Total:	5,141.81	
			Net of 17 Invoices / 0 Checks	5,141.81	
01724	HOBBY LOBBY				
06/22/2021	INVOICE	101802476	MAKERSPACE/YA SUPPLIES	39.98	
06/22/2021	INVOICE	102173118	CHILDREN'S PROGRAMMING SUPPLIES	6.72	
			Total:	46.70	
			Net of 2 Invoices / 0 Checks	46.70	
00403	HOWERTER MD MARK S				
06/22/2021	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
03192	HY-VEE INC				
06/22/2021	INVOICE	52163	SALES TAX CREDIT	(1.96)	
06/22/2021	INVOICE	4827545828	ROLLS/WATER/COFFEE FOR WW TRAINING HOSTED B'	28.26	
06/22/2021	INVOICE	4828292684	CONCESSION SUPPLIES	18.62	
06/22/2021	INVOICE	4828381915	CONCESSION SUPPLIES	43.86	
06/22/2021	INVOICE	4828500625	CONCESSION SUPPLIES	44.07	
06/22/2021	INVOICE	4828583367	WATER FOR CONCESSIONS	47.92	
06/22/2021	INVOICE	4828635232	CONCESSION SUPPLIES	23.25	
06/22/2021	INVOICE	4828689142	LUNCHE FOR CIVIL SERVICE INTERVIEWS	54.00	
06/22/2021	INVOICE	4828720386	RETIREMENT GIFT/FIRE DEPT	200.00	
06/22/2021	INVOICE	4827763731	FOOD FOR CAREGIVERS SUPPORT GROUP	34.98	
06/22/2021	INVOICE	7302219	WATER	11.96	
06/22/2021	INVOICE	5855649139	PROGRAM SUPPLIES	9.78	
06/22/2021	INVOICE	4828719700	ADULT PROGRAM SUPPLIES	44.65	
			Total:	559.39	
			Net of 13 Invoices / 0 Checks	559.39	
03194	INGRAM LIBRARY SERVICES, INC				
06/22/2021	INVOICE	53167223	MATERIALS	20.98	
06/22/2021	INVOICE	53192022	MATERIALS	162.87	
06/22/2021	INVOICE	53253530	MATERIALS	36.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	53256216	MATERIALS	(12.94)	
06/22/2021	INVOICE	53311092	MATERIALS	704.21	
06/22/2021	INVOICE	53340724	MATERIALS	86.52	
Total:				998.59	
Net of 6 Invoices / 0 Checks				998.59	
03199	JACKSON SERVICES INC				
06/22/2021	INVOICE	4568170	UNIFORMS	295.88	
06/22/2021	INVOICE	4568171	MOP, MATS	26.25	
06/22/2021	INVOICE	4568173	MAT	3.95	
06/22/2021	INVOICE	4568179	MATS, TOWELS, UNIFORMS	138.57	
06/22/2021	INVOICE	4568180	UNIFORMS	92.81	
06/22/2021	INVOICE	4568181	MATS, TOWELS	30.06	
06/22/2021	INVOICE	4568182	MOPS, MATS, WINDSHIELD WIPES	73.73	
06/22/2021	INVOICE	4566309	UNIFORMS	16.45	
06/22/2021	INVOICE	4566331	TEA TOWELS, BAR MOPS	27.78	
06/22/2021	INVOICE	4566310	UNIFORMS, MAT, MOP	52.43	
06/22/2021	INVOICE	4566329	MATS	57.69	
06/22/2021	INVOICE	4565521	MATS, TOWELS, MOPS, WINDSHIELD WIPES	122.57	
06/22/2021	INVOICE	4563764	UNIFORMS	90.81	
06/22/2021	INVOICE	4563765	MAT	2.81	
06/22/2021	INVOICE	4563755	UNIFORMS	272.86	
06/22/2021	INVOICE	4563756	MATS, TOWELS	37.11	
06/22/2021	INVOICE	4563757	UNIFORMS	133.32	
06/22/2021	INVOICE	4563758	MATS	12.50	
06/22/2021	INVOICE	4563763	UNIFORMS	104.27	
Total:				1,591.85	
Net of 19 Invoices / 0 Checks				1,591.85	
10638	JOHNSTON, MAKENZY				
06/22/2021	INVOICE	060721VFD	MEAL EXPENSE, MILEAGE FOR FIRE SCHOOL	99.53	
Total:				99.53	
Net of 1 Invoices / 0 Checks				99.53	
10509	KAPCO				
06/22/2021	INVOICE	1425702	BOOK GUARD BOOK TAPE	8.77	
06/22/2021	INVOICE	1425586	BOOK TAPE	65.28	
Total:				74.05	
Net of 2 Invoices / 0 Checks				74.05	
03202	KELLY SUPPLY COMPANY				
06/22/2021	INVOICE	S12262761-0	PIPE, SUPPLIES	1,491.99	
06/22/2021	INVOICE	S12263496-0	HYD HOSE, STEMS SLEEVE	277.87	
06/22/2021	INVOICE	S12263284-0	BRASS FIRE NOZZLE	93.26	
06/22/2021	INVOICE	S12262815-0	PRESSURE SWITCH	146.05	
06/22/2021	INVOICE	S12263207-0	PIPE LUBE	4.55	
Total:				2,013.72	
Net of 5 Invoices / 0 Checks				2,013.72	
03107	KNTK-FM				
06/22/2021	INVOICE	CC-12101615530	SUMMER HIRING-PAWNEE PLUNGE	500.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
10645 06/22/2021	KYLE, MARTHA G. INVOICE	060321ENG	RENT SUPPLEMENT PYMT-TRACT 20-OPAL M. WAGNEI	6,132.00	
			Total:	6,132.00	
			Net of 1 Invoices / 0 Checks	6,132.00	
00012 06/22/2021	LAKEVIEW SMALL ENGINE INC INVOICE	046074	BELT PUMP DR, DECK STT, 72" DECK, WEAT PAD,	329.24	
06/22/2021	INVOICE	046085	OIL KAW 10W40	22.00	
06/22/2021	INVOICE	046003	DISCHARGE CHUTE	61.10	
			Total:	412.34	
			Net of 3 Invoices / 0 Checks	412.34	
10338 06/22/2021	LANDSCAPES UNLIMITED LLC INVOICE	3	QUAIL RUN GOLF COURSE	100,304.82	
			Total:	100,304.82	
			Net of 1 Invoices / 0 Checks	100,304.82	
02236 06/22/2021	LANGUAGE LINE SERVICES INC INVOICE	10239677	INTERPRETING SERVICES	15.67	
06/22/2021	INVOICE	10240795	INTERPRETING SERVICES	13.53	
			Total:	29.20	
			Net of 2 Invoices / 0 Checks	29.20	
01183 06/22/2021	LARM (LEAGUE ASSOCIATION OF INVOICE	102398	ADD 2021 CHEVROLET SILVERADO TO INSURANCE P	65.36	
			Total:	65.36	
			Net of 1 Invoices / 0 Checks	65.36	
02596 06/22/2021	LAWSON PRODUCTS INVOICE	9308509569	SUPPLIES	372.16	
			Total:	372.16	
			Net of 1 Invoices / 0 Checks	372.16	
00822 06/22/2021	LINCOLN WINWATER WORKS INVOICE	076802 02	BACKFLOW KITS	583.79	
06/22/2021	INVOICE	076852 01	SADDLES & VACUUM BREAKER	1,321.75	
06/22/2021	INVOICE	076932 01	6" FOSTER ACCESS KIT	254.85	
			Total:	2,160.39	
			Net of 3 Invoices / 0 Checks	2,160.39	
10229 06/22/2021	LINGO INVOICE	1188107653	MONTHLY SERVICE CHARGES	51.65	
			Total:	51.65	
			Net of 1 Invoices / 0 Checks	51.65	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00518 06/22/2021	LOSEKE LAKE STOP LLC INVOICE	7437	8 SOD ROLLS @ 3.29 EA	26.32	
			Total:	26.32	
			Net of 1 Invoices / 0 Checks	26.32	
03214	LOUP POWER DISTRICT				
06/22/2021	INVOICE	169127 JUN21	ELECTRICITY	36.00	
06/22/2021	INVOICE	169120 JUN21	ELECTRICITY	3,006.72	
06/22/2021	INVOICE	169003 JUN21	ELECTRICITY	27.35	
06/22/2021	INVOICE	169004 JUN21	ELECTRICITY	613.44	
06/22/2021	INVOICE	169005 JUN21	ELECTRICITY	30.88	
06/22/2021	INVOICE	169008 JUN21	ELECTRICITY	27.74	
06/22/2021	INVOICE	169009 JUN21	ELECTRICITY	26.57	
06/22/2021	INVOICE	169011 JUN21	ELECTRICITY	48.40	
06/22/2021	INVOICE	169015 JUN21	ELECTRICITY	83.24	
06/22/2021	INVOICE	169016 JUN21	ELECTRICITY	186.53	
06/22/2021	INVOICE	169017 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	169018 JUN21	ELECTRICITY	10.13	
06/22/2021	INVOICE	169019 JUN21	ELECTRICITY	224.16	
06/22/2021	INVOICE	169020 JUN21	ELECTRICITY	12.91	
06/22/2021	INVOICE	169022 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	169023 JUN21	ELECTRICITY	224.44	
06/22/2021	INVOICE	169024 JUN21	ELECTRICITY	51.48	
06/22/2021	INVOICE	169026 JUN21	ELECTRICITY	87.72	
06/22/2021	INVOICE	169027 JUN21	ELECTRICITY	12.91	
06/22/2021	INVOICE	169028 JUN21	ELECTRICITY	452.59	
06/22/2021	INVOICE	169029 JUN21	ELECTRICITY	689.25	
06/22/2021	INVOICE	169030 JUN21	ELECTRICITY	123.10	
06/22/2021	INVOICE	169031 JUN21	ELECTRICITY	40.02	
06/22/2021	INVOICE	169033 JUN21	ELECTRICITY	38.22	
06/22/2021	INVOICE	169034 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	169035 JUN21	ELECTRICITY	25.49	
06/22/2021	INVOICE	169036 JUN21	ELECTRICITY	146.94	
06/22/2021	INVOICE	169038 JUN21	ELECTRICITY	4,257.54	
06/22/2021	INVOICE	169039 JUN21	ELECTRICITY	34.60	
06/22/2021	INVOICE	169041 JUN21	ELECTRICITY	31.08	
06/22/2021	INVOICE	169042 JUN21	ELECTRICITY	346.39	
06/22/2021	INVOICE	169043 JUN21	ELECTRICITY	36.47	
06/22/2021	INVOICE	169044 JUN21	ELECTRICITY	39.21	
06/22/2021	INVOICE	169045 JUN21	ELECTRICITY	38.03	
06/22/2021	INVOICE	169046 JUN21	ELECTRICITY	58.83	
06/22/2021	INVOICE	169047 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	169048 JUN21	ELECTRICITY	39.01	
06/22/2021	INVOICE	169050 JUN21	ELECTRICITY	154.61	
06/22/2021	INVOICE	169051 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	169053 JUN21	ELECTRICITY	42.22	
06/22/2021	INVOICE	169055 JUN21	ELECTRICITY	25.78	
06/22/2021	INVOICE	169056 JUN21	ELECTRICITY	38.92	
06/22/2021	INVOICE	169057 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	169058 JUN21	ELECTRICITY	39.70	
06/22/2021	INVOICE	169060 JUN21	ELECTRICITY	28.14	
06/22/2021	INVOICE	169061 JUN21	ELECTRICITY	31.96	
06/22/2021	INVOICE	169062 JUN21	ELECTRICITY	159.65	
06/22/2021	INVOICE	169064 JUN21	ELECTRICITY	29.12	
06/22/2021	INVOICE	169065 JUN21	ELECTRICITY	357.12	
06/22/2021	INVOICE	169066 JUN21	ELECTRICITY	42.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	169067 JUN21	ELECTRICITY	810.77	
06/22/2021	INVOICE	169068 JUN21	ELECTRICITY	748.80	
06/22/2021	INVOICE	169069 JUN21	ELECTRICITY	208.48	
06/22/2021	INVOICE	169072 JUN21	ELECTRICITY	250.00	
06/22/2021	INVOICE	169073 JUN21	ELECTRICITY	37.35	
06/22/2021	INVOICE	169074 JUN21	ELECTRICITY	30.39	
06/22/2021	INVOICE	169077 JUN21	ELECTRICITY	25.59	
06/22/2021	INVOICE	169080 JUN21	ELECTRICITY	119.99	
06/22/2021	INVOICE	169081 JUN21	ELECTRICITY	35.39	
06/22/2021	INVOICE	169082 JUN21	ELECTRICITY	102.54	
06/22/2021	INVOICE	169083 JUN21	ELECTRICITY	1,071.94	
06/22/2021	INVOICE	169084 JUN21	ELECTRICITY	1,407.39	
06/22/2021	INVOICE	169085 JUN21	ELECTRICITY	1,298.01	
06/22/2021	INVOICE	169086 JUN21	ELECTRICITY	1,451.14	
06/22/2021	INVOICE	169087 JUN21	ELECTRICITY	1,531.35	
06/22/2021	INVOICE	169089 JUN21	ELECTRICITY	32.55	
06/22/2021	INVOICE	169090 JUN21	ELECTRICITY	35.00	
06/22/2021	INVOICE	169091 JUN21	ELECTRICITY	98.72	
06/22/2021	INVOICE	169092 JUN21	ELECTRICITY	236.44	
06/22/2021	INVOICE	169093 JUN21	ELECTRICITY	56.36	
06/22/2021	INVOICE	169094 JUN21	ELECTRICITY	47.70	
06/22/2021	INVOICE	169096 JUN21	ELECTRICITY	1,261.51	
06/22/2021	INVOICE	169097 JUN21	ELECTRICITY	27.94	
06/22/2021	INVOICE	169098 JUN21	ELECTRICITY	35.13	
06/22/2021	INVOICE	169099 JUN21	ELECTRICITY	25.29	
06/22/2021	INVOICE	169107 JUN21	ELECTRICITY	68.74	
06/22/2021	INVOICE	169112 JUN21	ELECTRICITY	99.28	
06/22/2021	INVOICE	169116 JUN21	ELECTRICITY	41.50	
06/22/2021	INVOICE	169118 JUN21	ELECTRICITY	41.66	
06/22/2021	INVOICE	169121 JUN21	ELECTRICITY	5,155.20	
06/22/2021	INVOICE	169122 JUN21	ELECTRICITY	2,155.68	
06/22/2021	INVOICE	169123 JUN21	ELECTRICITY	45.97	
06/22/2021	INVOICE	169124 JUN21	ELECTRICITY	58.12	
06/22/2021	INVOICE	169125 JUN21	ELECTRICITY	45.21	
06/22/2021	INVOICE	169126 JUN21	ELECTRICITY	79.68	
06/22/2021	INVOICE	400001 JUN21	ELECTRICITY	647.13	
06/22/2021	INVOICE	400002 JUN21	ELECTRICITY	177.36	
06/22/2021	INVOICE	400003 JUN21	ELECTRICITY	310.30	
06/22/2021	INVOICE	400004 JUN21	ELECTRICITY	473.34	
06/22/2021	INVOICE	400005 JUN21	ELECTRICITY	27.55	
06/22/2021	INVOICE	400006 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	400007 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	400008 JUN21	ELECTRICITY	25.69	
06/22/2021	INVOICE	400009 JUN21	ELECTRICITY	46.95	
06/22/2021	INVOICE	400010 JUN21	ELECTRICITY	48.52	
06/22/2021	INVOICE	400011 JUN21	ELECTRICITY	29.70	
06/22/2021	INVOICE	400012 JUN21	ELECTRICITY	30.49	
06/22/2021	INVOICE	400013 JUN21	ELECTRICITY	34.21	
06/22/2021	INVOICE	400015 JUN21	ELECTRICITY	290.36	
06/22/2021	INVOICE	400016 JUN21	ELECTRICITY	46.39	
06/22/2021	INVOICE	400017 JUN21	ELECTRICITY	40.39	
06/22/2021	INVOICE	400018 JUN21	ELECTRICITY	39.90	
06/22/2021	INVOICE	400019 JUN21	ELECTRICITY	36.76	
06/22/2021	INVOICE	400020 JUN21	ELECTRICITY	380.16	
06/22/2021	INVOICE	400023 JUN21	ELECTRICITY	259.20	
06/22/2021	INVOICE	400024 JUN21	ELECTRICITY	34.51	
06/22/2021	INVOICE	400025 JUN21	ELECTRICITY	124.95	

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06/22/2021	INVOICE	400026 JUN21	ELECTRICITY	54.01	
06/22/2021	INVOICE	400028 JUN21	ELECTRICITY	157.41	
06/22/2021	INVOICE	400029 JUN21	ELECTRICITY	81.96	
06/22/2021	INVOICE	400030 JUN21	ELECTRICITY	36.07	
06/22/2021	INVOICE	400031 JUN21	ELECTRICITY	101.34	
06/22/2021	INVOICE	400032 JUN21	ELECTRICITY	97.89	
06/22/2021	INVOICE	400033 JUN21	ELECTRICITY	100.75	
06/22/2021	INVOICE	400034 JUN21	ELECTRICITY	25.39	
06/22/2021	INVOICE	400036 JUN21	ELECTRICITY	1,072.39	
06/22/2021	INVOICE	400037 JUN21	ELECTRICITY	39.70	
06/22/2021	INVOICE	400039 JUN21	ELECTRICITY	99.83	
06/22/2021	INVOICE	400040 JUN21	ELECTRICITY - STREET LIGHTS	28,370.39	
06/22/2021	INVOICE	400041 JUN21	ELECTRICITY	38.52	
06/22/2021	INVOICE	400042 JUN21	ELECTRICITY	31.66	
06/22/2021	INVOICE	400044 JUN21	ELECTRICITY	39.15	
06/22/2021	INVOICE	400046 JUN21	ELECTRICITY	30.92	
06/22/2021	INVOICE	400047 JUN21	ELECTRICITY	280.67	
06/22/2021	INVOICE	400048 JUN21	ELECTRICITY	191.23	
06/22/2021	INVOICE	400049 JUN21	ELECTRICITY	159.38	
06/22/2021	INVOICE	400051 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	400052 JUN21	ELECTRICITY	53.91	
06/22/2021	INVOICE	400054 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	400055 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	400057 JUN21	ELECTRICITY	41.68	
06/22/2021	INVOICE	400058 JUN21	ELECTRICITY	203.19	
06/22/2021	INVOICE	400059 JUN21	ELECTRICITY	169.45	
06/22/2021	INVOICE	400060 JUN21	ELECTRICITY	7,317.14	
06/22/2021	INVOICE	400061 JUN21	ELECTRICITY	33.92	
06/22/2021	INVOICE	400062 JUN21	ELECTRICITY	34.41	
06/22/2021	INVOICE	400063 JUN21	ELECTRICITY	37.15	
06/22/2021	INVOICE	400064 JUN21	ELECTRICITY	38.52	
06/22/2021	INVOICE	400065 JUN21	ELECTRICITY	2,993.39	
06/22/2021	INVOICE	400066 JUN21	ELECTRICITY	28.63	
06/22/2021	INVOICE	400068 JUN21	ELECTRICITY	52.15	
06/22/2021	INVOICE	400069 JUN21	ELECTRICITY	34.41	
06/22/2021	INVOICE	400070 JUN21	ELECTRICITY	6,816.99	
06/22/2021	INVOICE	400071 JUN21	ELECTRICITY	33.13	
06/22/2021	INVOICE	400072 JUN21	ELECTRICITY	34.21	
06/22/2021	INVOICE	400073 JUN21	ELECTRICITY	32.74	
06/22/2021	INVOICE	400075 JUN21	ELECTRICITY	35.98	
06/22/2021	INVOICE	400076 JUN21	ELECTRICITY	29.61	
06/22/2021	INVOICE	400077 JUN21	ELECTRICITY	29.61	
06/22/2021	INVOICE	400078 JUN21	ELECTRICITY	25.00	
06/22/2021	INVOICE	400079 JUN21	ELECTRICITY	197.98	
06/22/2021	INVOICE	400081 JUN21	ELECTRICITY	86.86	
06/22/2021	INVOICE	400083 JUN21	ELECTRICITY	48.32	
06/22/2021	INVOICE	400084 JUN21	ELECTRICITY	41.07	
06/22/2021	INVOICE	400085 JUN21	ELECTRICITY	25.20	
06/22/2021	INVOICE	400088 JUN21	ELECTRICITY	33.27	
06/22/2021	INVOICE	400089 JUN21	ELECTRICITY	75.20	
06/22/2021	INVOICE	400091 JUN21	ELECTRICITY	133.51	
06/22/2021	INVOICE	400092 JUN21	ELECTRICITY	27.35	
06/22/2021	INVOICE	400093 JUN21	ELECTRICITY	37.45	
06/22/2021	INVOICE	400094 JUN21	ELECTRICITY	114.32	
06/22/2021	INVOICE	400095 JUN21	ELECTRICITY	112.28	
06/22/2021	INVOICE	400096 JUN21	ELECTRICITY	1,005.12	
06/22/2021	INVOICE	400097 JUN21	ELECTRICITY	94.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	85,331.37	
			Net of 164 Invoices / 0 Checks	85,331.37	
03215	M & O DOOR PRODUCTS				
06/22/2021	INVOICE	009872-IN	KEY BLANKS	24.00	
06/22/2021	INVOICE	0098721-IN	BOTOM BRUSH SEAL	107.79	
06/22/2021	INVOICE	0098779-IN	RE-KEY DOOR	225.00	
06/22/2021	INVOICE	0098781-IN	FIX LOCK-BATHROOM DOOR	110.00	
06/22/2021	INVOICE	0098791-IN	STAMPED KEYS	100.00	
			Total:	566.79	
			Net of 5 Invoices / 0 Checks	566.79	
02806	MACQUEEN EQUIPMENT				
06/22/2021	INVOICE	P07574	BROOM PIVOT PARTS	843.64	
06/22/2021	INVOICE	P07563	SINGLE WRAP BROOM FOR #29 EAGLE	1,547.33	
			Total:	2,390.97	
			Net of 2 Invoices / 0 Checks	2,390.97	
03217	MAILBOX				
06/22/2021	INVOICE	110302	SHIPPING/NE PUBLIC HEALTH	10.10	
06/22/2021	INVOICE	109848	SHIPPING/NE PUBLIC HEALTH	10.73	
06/22/2021	INVOICE	109913	SHIPPING/NE PUBLIC HEALTH	10.73	
06/22/2021	INVOICE	110033	SHIPPING/NE PUBLIC HEALTH	10.76	
06/22/2021	INVOICE	110022	SHIPPING/NE PUBLIC HEALTH	17.10	
06/22/2021	INVOICE	110276	SHIPPING/NE PUBLIC HEALTH	10.10	
06/22/2021	INVOICE	110312	SHIPPING/NE PUBLIC HEALTH	10.76	
06/22/2021	INVOICE	109668	SHIPPING/NE PUBLIC HEALTH	10.76	
06/22/2021	INVOICE	109798	SHIPPING/NE PUBLIC HEALTH	39.51	
06/22/2021	INVOICE	109967	SHIPPING/NE PUBLIC HEALTH	10.10	
06/22/2021	INVOICE	109979	SHIPPING/NE PUBLIC HEALTH	90.63	
06/22/2021	INVOICE	110214	SHIPPING/NE PUBLIC HEALTH	10.76	
06/22/2021	INVOICE	110134	SHIPPING/NE PUBLIC HEALTH	10.73	
06/22/2021	INVOICE	110084	SHIPPING/NE PUBLIC HEALTH	10.73	
06/22/2021	INVOICE	110266	SHIPPING/NE PUBLIC HEALTH	10.10	
06/22/2021	INVOICE	109904	SHIPPING/STANARD & ASSOCIATES	12.08	
06/22/2021	INVOICE	109681	SHIPPING/STANARD & ASSOCIATES	12.08	
06/22/2021	INVOICE	110236	SHIPPING/STANARD & ASSOCIATES	51.89	
06/22/2021	INVOICE	109620	SHIPPING/NE PUBLIC HEALTH	10.73	
06/22/2021	INVOICE	110085	RETURN SHIPPING	17.76	
			Total:	378.14	
			Net of 20 Invoices / 0 Checks	378.14	
10641	MALLORY SAFETY AND SUPPLY LLC				
06/22/2021	INVOICE	5093930	PORTAGAS 58 LTR RAE MIX	366.23	
			Total:	366.23	
			Net of 1 Invoices / 0 Checks	366.23	
03078	MCMaster-CARR				
06/22/2021	INVOICE	59825142	SPRINGS, SWITCH, SAFETY MIRROR	184.49	
			Total:	184.49	
			Net of 1 Invoices / 0 Checks	184.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03220	MENARDS				
06/22/2021	INVOICE	40334	BATTERIES, TOOLBOX, DRYING CLOTHS	116.78	
06/22/2021	INVOICE	40390	LIGHTS: 40W T12 TUBES	39.80	
06/22/2021	INVOICE	40469	AIR FILTERS, BUSHINGS, LIQUID WRENCH	202.28	
06/22/2021	INVOICE	40042	THINWALL PVC PIPE	9.98	
06/22/2021	INVOICE	39971	SNACK BAR SUPPLIES	199.58	
06/22/2021	INVOICE	39899	AIR TOOL OIL, AIR NEEDLE SCALER	48.68	
06/22/2021	INVOICE	40076	OIL, FUEL PREMIX, BALLVALVES, SUPPLIES	185.50	
06/22/2021	INVOICE	39912	TOILET SEAT, SUPPLIES	84.36	
06/22/2021	INVOICE	39855	LIGHTS: T12 TUBES, BALLAST	79.79	
06/22/2021	INVOICE	39843	RETURN CREDIT - TUBE TO MPT CONNECTOR	(3.09)	
06/22/2021	INVOICE	39847	COBALT DRILL BITS	9.93	
			Total:	973.59	
			Net of 11 Invoices / 0 Checks	973.59	
03222	MID-AMERICAN RESEARCH				
06/22/2021	INVOICE	0733529-IN	CAN LINERS, DEGREASER/CLEANER, WASP SPRAY	1,008.00	
06/22/2021	INVOICE	0733800-IN	BOWL CLEANER	131.00	
06/22/2021	INVOICE	0733975-IN	SURFACE DEGREASER, BOWL CLEANER	980.00	
			Total:	2,119.00	
			Net of 3 Invoices / 0 Checks	2,119.00	
03224	MIDWEST LABORATORIES INC				
06/22/2021	INVOICE	1040763	SUPPLIES FOR LAB	21.25	
			Total:	21.25	
			Net of 1 Invoices / 0 Checks	21.25	
00487	MIDWEST TAPE LLC				
06/22/2021	INVOICE	500569864	MATERIALS	24.73	
06/22/2021	INVOICE	500569865	MATERIALS	64.98	
06/22/2021	INVOICE	500533659	MATERIALS	49.98	
			Total:	139.69	
			Net of 3 Invoices / 0 Checks	139.69	
00463	MIKE'S TOWING				
06/22/2021	INVOICE	1202	TOWING SERVICE/FIRE TRUCK	575.00	
			Total:	575.00	
			Net of 1 Invoices / 0 Checks	575.00	
02622	MOTOROLA SOLUTIONS INC.				
06/22/2021	INVOICE	1187054874	YR 4 BILLING FOR MAINTENANCE AGR/SUPPORT	34,680.00	
			Total:	34,680.00	
			Net of 1 Invoices / 0 Checks	34,680.00	
10644	MUHLE, TODD F.				
06/22/2021	INVOICE	060321ENG	RENT SUPPLEMENT PYMT - TRACT 20 - OPAL M WA	6,132.00	
			Total:	6,132.00	
			Net of 1 Invoices / 0 Checks	6,132.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10225	NAPA AUTO PARTS OF COLUMBUS				
06/22/2021	INVOICE	700517	BATTERY FOR CUSHMAN	120.80	
06/22/2021	INVOICE	700538	OIL FILTERS	16.58	
06/22/2021	INVOICE	700387	BATTERY	122.98	
			Total:	260.36	
			Net of 3 Invoices / 0 Checks	260.36	
03233	NEBRASKA LAW ENFORCEMENT				
06/22/2021	INVOICE	9919	FLEET USE FEES - LADE, WEHLING	350.00	
06/22/2021	INVOICE	9900	NCIC TRAINING - WESTFALL	256.00	
			Total:	606.00	
			Net of 2 Invoices / 0 Checks	606.00	
00444	NEBRASKA PUBLIC HEALTH				
06/22/2021	INVOICE	539387	ROUTINE TESTING	891.00	
			Total:	891.00	
			Net of 1 Invoices / 0 Checks	891.00	
10639	NELSON, DUSTIN				
06/22/2021	INVOICE	052821VFD	MEAL EXPENSE, MILEAGE FOR FIRE SCHOOL	118.35	
			Total:	118.35	
			Net of 1 Invoices / 0 Checks	118.35	
00070	NORFOLK DAILY NEWS				
06/22/2021	INVOICE	526774	AD 6332550 DESTINATIONS ADVERTISING	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
03245	NORTHEAST NEBRASKA SOLID				
06/22/2021	INVOICE	053121TRSF	LANDFILL CHARGES - MAY 2021	61,408.78	
			Total:	61,408.78	
			Net of 1 Invoices / 0 Checks	61,408.78	
03248	NOVICKI FIRE PREVENTION SERVCS				
06/22/2021	INVOICE	131-21	ANNUAL INPECTION AND SERVICE OF EXTINGUISHEI	62.00	
			Total:	62.00	
			Net of 1 Invoices / 0 Checks	62.00	
00874	OCLC, INC				
06/22/2021	INVOICE	1000124521	CATALOGING AND METADATA SUBSCRIPTION	875.79	
			Total:	875.79	
			Net of 1 Invoices / 0 Checks	875.79	
03171	OFFICENET				
06/22/2021	INVOICE	960079-0	BUSINESS CARD STOCK	26.04	
06/22/2021	INVOICE	960210-0	BATTERIES	27.78	
06/22/2021	INVOICE	959763-1	FOLDERS, PAPER, PADS	96.33	
06/22/2021	INVOICE	959736-1	DUAL DRIVER EAR BUDS	15.11	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	959703-2	INK CARTRIDGE	62.22	
06/22/2021	INVOICE	959902-0	OFFICE SUPPLIES	33.73	
			Total:	261.21	
			Net of 6 Invoices / 0 Checks	261.21	
02666	OMAHA'S HENRY DOORLY ZOO				
06/22/2021	INVOICE	1398134	6/29 PROGRAM-PIRATE TAIL	390.50	
			Total:	390.50	
			Net of 1 Invoices / 0 Checks	390.50	
01307	ONE SOURCE				
06/22/2021	INVOICE	1639-20210531	BACKGROUND CHECKS	715.00	
			Total:	715.00	
			Net of 1 Invoices / 0 Checks	715.00	
02414	O'NEILL WOOD RESOURCES LLC				
06/22/2021	INVOICE	5281	WOOD GRINDING	26,125.00	
			Total:	26,125.00	
			Net of 1 Invoices / 0 Checks	26,125.00	
00176	O'REILLY AUTOMOTIVE INC				
06/22/2021	INVOICE	0681-108114	BATTERY/CORE CHARGE	158.54	
06/22/2021	INVOICE	0681-108129	CORE RETURN	(18.00)	
			Total:	140.54	
			Net of 2 Invoices / 0 Checks	140.54	
10411	PAPER TIGER SHREDDING				
06/22/2021	INVOICE	145620	64 GAL CONTAINER AT CITY HALL	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
00345	PETE LIEN & SONS INC.				
06/22/2021	INVOICE	21POS/052275	QUICKLIME FINES RC	5,924.19	
			Total:	5,924.19	
			Net of 1 Invoices / 0 Checks	5,924.19	
10221	PITNEY BOWES				
06/22/2021	INVOICE	1018306437	SLA-SERVICE AGREEMENT FOR RELAY 2500 BASE UI	562.34	
			Total:	562.34	
			Net of 1 Invoices / 0 Checks	562.34	
00155	PLATTE COUNTY				
06/22/2021	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,140.59	
			Total:	3,140.59	
			Net of 1 Invoices / 0 Checks	3,140.59	
01077	PLATTE VALLEY COMMUNICATIONS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	052100311	RADIO MAINTENANCE CHECK	28.71	
			Total:	28.71	
			Net of 1 Invoices / 0 Checks	28.71	
10445 06/22/2021	PORT-A-JOHNS INVOICE	21-1654	MAY RENTALS	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
03281 06/22/2021	PREFERRED PLUMBING & HTG INC INVOICE	017610	SPUD ASSEMBLY	14.96	
			Total:	14.96	
			Net of 1 Invoices / 0 Checks	14.96	
00575 06/22/2021	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	15503017 GP	MOTOR FAN DRIVE, ELBOW, HOSE FOR UNIT 41	607.76	
			Total:	607.76	
			Net of 1 Invoices / 0 Checks	607.76	
02432 06/22/2021	PROFESSIONAL SURVEYORS ASSOCIATION INVOICE	060821ENG	2021 SUMMER SEMINAR REGISTR - BRIAN BENCK	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03264 06/22/2021	REARDON LAWN & GARDEN INC INVOICE	063448	SHEAVE, BELT, WEEDEATER STRING	103.97	
06/22/2021	INVOICE	063412	PRIMER BULBS	17.97	
06/22/2021	INVOICE	063420	DRIVE BELT FOR FERRIS MOWER	46.99	
06/22/2021	INVOICE	063431	AUTO-CUT C 6-2	28.99	
			Total:	197.92	
			Net of 4 Invoices / 0 Checks	197.92	
00356 06/22/2021	RECREATION SUPPLY COMPANY INVOICE	424723	CHLORINE	121.16	
06/22/2021	INVOICE	424778	SYSSASH CAPLETS, WALL BRUSH	107.84	
06/22/2021	INVOICE	424846	ORP/PH PROBES	300.52	
			Total:	529.52	
			Net of 3 Invoices / 0 Checks	529.52	
10619 06/22/2021	RIVER VALLEY TIRE SERVICE LLC INVOICE	416411	CARLISLE HD FIELD TRAX TIRE FOR #99	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
03270 06/22/2021	SAPP BROS COLUMBUS INC INVOICE	02010496	FUEL	52.98	
06/22/2021	INVOICE	20013331	FUEL	33.95	
06/22/2021	INVOICE	04026645	FUEL	44.16	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/22/2021	INVOICE	05026710	FUEL	40.01	
06/22/2021	INVOICE	07030608	FUEL	59.16	
06/22/2021	INVOICE	05026719	FUEL	13.10	
06/22/2021	INVOICE	23013877	FUEL	153.59	
06/22/2021	INVOICE	32015369	FUEL	128.97	
Total:				525.92	
Net of 8 Invoices / 0 Checks				525.92	
03268	SAPP BROS PETROLEUM INC				
06/22/2021	INVOICE	INV3484705	FUEL	6,379.20	
06/22/2021	INVOICE	INV3495286	FUEL	660.96	
06/22/2021	INVOICE	INV3496290	FUEL	511.50	
06/22/2021	INVOICE	IN3500776	FUEL	4,078.30	
06/22/2021	INVOICE	IN3505570	FUEL	6,132.00	
06/22/2021	INVOICE	IN3505571	FUEL	566.19	
Total:				18,328.15	
Net of 6 Invoices / 0 Checks				18,328.15	
10590	SCANLAN, TRAVIS A				
06/22/2021	INVOICE	052121WTR	GRADE IV OP TRAINING IN BEATRICE/MEALS	76.66	
Total:				76.66	
Net of 1 Invoices / 0 Checks				76.66	
03271	SCHIEFFER SIGNS INC				
06/22/2021	INVOICE	41996	PRO SHOP/SNACK BAR VINYL DECALS FOR DOORS	140.00	
Total:				140.00	
Net of 1 Invoices / 0 Checks				140.00	
01090	SHEVLIN SUPPLY				
06/22/2021	INVOICE	5242	GLOVES, CAN LINERS	214.10	
06/22/2021	INVOICE	5243	HAND CLEANER	61.26	
06/22/2021	INVOICE	5257	TOILET TISSUE	338.70	
06/22/2021	INVOICE	5262	BATH TISSUE	183.56	
Total:				797.62	
Net of 4 Invoices / 0 Checks				797.62	
03277	SIPPLE, HANSEN, EMERSON,				
06/22/2021	INVOICE	1-00M JUN21	MAY LEGAL SERVICES	3,292.15	
Total:				3,292.15	
Net of 1 Invoices / 0 Checks				3,292.15	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
06/22/2021	INVOICE	INV-000828395	VMWARE CARBON BLACK	7,863.00	
Total:				7,863.00	
Net of 1 Invoices / 0 Checks				7,863.00	
00118	SOLID WASTE ASSOCIATION OF				
06/22/2021	INVOICE	2022-57993	ASSOCIATION DUES 9/1/21-8/31/22 - MICHAEL SI	268.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	268.00	
			Net of 1 Invoices / 0 Checks	268.00	
10580 06/22/2021	SOUTHERN WATER SERVICE LLC INVOICE	490101	2HP 1750RPM 115/230/60/1 ODP MOTOR	2,530.60	
			Total:	2,530.60	
			Net of 1 Invoices / 0 Checks	2,530.60	
00105 06/22/2021	SUPER SAVER INVOICE	114719	FOOD SUPPLIES	60.83	
			Total:	60.83	
			Net of 1 Invoices / 0 Checks	60.83	
02743 06/22/2021 06/22/2021	TELECOMMUNICATION SYSTEMS INC. INVOICE INVOICE	04INV-000040252 04INV-000040251	MONTHLY CIRCUIT FEE ANNUAL MAINTENANCE & MONITORING FEE	1,554.00 5,000.00	
			Total:	6,554.00	
			Net of 2 Invoices / 0 Checks	6,554.00	
03128 06/22/2021 06/22/2021	TIRE OUTLET INC INVOICE INVOICE	196628 196196	TIRE REPAIR CARLISLE TIRE, STEM, FLUID	5.00 112.00	
			Total:	117.00	
			Net of 2 Invoices / 0 Checks	117.00	
01435 06/22/2021	TM CLEANING INVOICE	199	MAY JANITORIAL SERVICE-CHARLIE LOUIS STATIO	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03283 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021	TRACTOR SUPPLY CREDIT PLAN INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	270380 272082 272087 272402 272403 270916 511711 271205	SEALANT, AIR HOSES PRESSURE SWITCH 2STG CREDIT PRESSURE SWITCH 15W40 ALL FLEET OIL K31 COATED 50LB TALL FESCUE BULK LP RESALE FORK TINES, TARP STRAPS, BLOW GUN, LED CLK CNL HIGH BK BLK PLASTIC BUCKET	169.96 39.99 (39.99) 95.98 54.99 86.16 121.96 119.99	
			Total:	649.04	
			Net of 8 Invoices / 0 Checks	649.04	
00550 06/22/2021	TRUCK CENTER COMPANIES INVOICE	XA111002753:01	4-WAY 2 POSITION VALVE	130.85	
			Total:	130.85	
			Net of 1 Invoices / 0 Checks	130.85	
00357 06/22/2021	TURFWERKS INVOICE	OI51748	KNOB KIT, ROD LATCH, LATCH ASSY	190.71	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	190.71	
			Net of 1 Invoices / 0 Checks	190.71	
01413 06/22/2021	TWIN RIVERS VETERINARY CLINIC INVOICE	153174/75/76	ANIMAL CARE	209.00	
			Total:	209.00	
			Net of 1 Invoices / 0 Checks	209.00	
03288 06/22/2021	TWOREK WELDING & REPAIR INVOICE	4332	SHARPEN SHREDDER AND TORO BLADES	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
00100 06/22/2021	U & I SANITATION INVOICE	8711-267	MAY GARBAGE SERVICE	119.50	
			Total:	119.50	
			Net of 1 Invoices / 0 Checks	119.50	
02035 06/22/2021	ULINE INVOICE	134310977	SPILL TRAYS, OIL QUICKSORB 20LB PAILS, SORBI	1,488.24	
			Total:	1,488.24	
			Net of 1 Invoices / 0 Checks	1,488.24	
03294 06/22/2021	USA BLUE BOOK INVOICE	608870	FILTER MEMBRANES	242.25	
			Total:	242.25	
			Net of 1 Invoices / 0 Checks	242.25	
00700 06/22/2021	USGA INVOICE	43626696	2021 DUES FOR QRGC - DOUG DUNBAR	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02045 06/22/2021	VAN WALL EQUIPMENT INC INVOICE	5213521	PARTS	1,973.10	
			Total:	1,973.10	
			Net of 1 Invoices / 0 Checks	1,973.10	
02560 06/22/2021	VASICEK TARA L INVOICE	061121ADMIN	MILEAGE TO NNSWC MEETING	51.52	
			Total:	51.52	
			Net of 1 Invoices / 0 Checks	51.52	
10631 06/22/2021	VERIDIAN CREDIT UNION INVOICE	07.01.2021	QUANTUM COLUMBUS, LLC TIF BOND PAYMENTS	22,428.76	
			Total:	22,428.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	22,428.76	
03060 06/22/2021	VERIZON CONNECT NWF, INC. INVOICE	OSVO000002456799	MONTHLY GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 06/22/2021	VERIZON WIRELESS INVOICE	98812758582	CELL PHONE/JET PACK CHARGES	777.24	
			Total:	777.24	
			Net of 1 Invoices / 0 Checks	777.24	
03298 06/22/2021	VOLUNTEER FIRE DEPARTMENT INVOICE	3242	NE STATE FIRE SCHOOL, 5 ATTENDEES	575.00	
			Total:	575.00	
			Net of 1 Invoices / 0 Checks	575.00	
02707 06/22/2021	WACHA CONSTRUCTION LLC INVOICE	109	CURB AND GUTTER/RICKERT CHIROPRACTIC	1,850.00	
			Total:	1,850.00	
			Net of 1 Invoices / 0 Checks	1,850.00	
00505 06/22/2021	WEEDCOPE INC INVOICE	26651	HERBICIDE APPLICATION AT LIFT STATIONS	495.00	
			Total:	495.00	
			Net of 1 Invoices / 0 Checks	495.00	
02708 06/22/2021	WELLNESS PARTNERS LLC INVOICE	4337	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10640 06/22/2021	WESTECH ENGINEERING LLC INVOICE	81716	2-SCUM FLUSHING VALVE ASSEMBLY, MODIFIED	892.28	
			Total:	892.28	
			Net of 1 Invoices / 0 Checks	892.28	
10538 06/22/2021	WESTFALL, TRISTAN INVOICE	052621JCC	MILEAGE TO NCIC TRAINING	72.34	
			Total:	72.34	
			Net of 1 Invoices / 0 Checks	72.34	
02797 06/22/2021	WPS GHA INVOICE	071319BELLER	REFUND OVERPAYMENT-EDWARD BELLER - DOS 7/1:	142.26	
			Total:	142.26	
			Net of 1 Invoices / 0 Checks	142.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
invoices and 0 checks for 163 vendors:				<u>1,182,181.15</u>	<u> </u>

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS AS	06/08/21	060821ENG	30.00
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	05/31/21	Multiple	2,567.80
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	06/03/21	1-00M JUN21	3,292.15
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	06/10/21	594879463433	81.78
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	06/04/21	INV-000828395	7,863.00
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/14/21	178016/5	25.99
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	06/08/21	4566329	57.69
100-100-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	06/14/21	INV28765	375.01
100-100-55900	MISCELLANEOUS	AMERITAS LIFE INSURANCE CO	05/29/21	0000054375	460.00
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	06/04/21	8265551-0	13.47
100-100-56020	OFFICE SUPPLIES	OFFICENET	06/09/21	960079-0	26.04
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	06/03/21	1121	81.23
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	169068 JUN21	748.80
100-100-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	55.33
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	67.10
100-100-56250	REFUSE	PAPER TIGER SHREDDING	05/31/21	145620	30.00
100-100-56410	BOOKS AND PUBLICATIONS	CITY DIRECTORY INC	10/19/20	D199651	2,744.00
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	05/10/21	051021ADM	18.57
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	06/04/21	4337	10.00
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	06/08/21	88938	8.58
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	06/02/21	Multiple	382.40
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	05/31/21	39201	209,910.50
Total For Dept 100 GENERAL ADMINISTRATION					228,849.44
Dept 102 COLUMBUS AREA TRANSIT					
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88941	6.25
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	169112 JUN21	99.28
100-102-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	7.99
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	7.90
Total For Dept 102 COLUMBUS AREA TRANSIT					121.42
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	06/01/21	MONTHLY	6,424.99
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	06/01/21	MONTHLY	2,886.59
100-103-56240-III-B	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	9.87
100-103-56240-III-C	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	9.87
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	06/09/21	114719	60.83
100-103-56400-III-E	PROGRAMS	HY-VEE INC	05/18/21	4827763731	34.98
100-103-56650-III-B	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	06/01/21	060121CUMM	15.00
Total For Dept 103 COLUMBUS COMMUNITY CENTER					9,442.13
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	06/11/21	061121ADMIN	51.52
Total For Dept 104 CITY ADMINISTRATOR					51.52
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/27/21	12388	360.00
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	19.74
100-105-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	05/05/21	1950	50.00
Total For Dept 105 FINANCE					429.74
Dept 106 CITY CLERK					
100-106-56020	OFFICE SUPPLIES	OFFICENET	06/03/21	959736-1	15.11

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Fund 100 GENERAL FUND					
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	15.79
Total For Dept 106 CITY CLERK					30.90
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	65.99
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	3.95
Total For Dept 108 HUMAN RESOURCES					69.94
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CO	06/09/21	Multiple	323.46
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	03/20/21	Multiple	776.97
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	06/03/21	9919	350.00
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	06/08/21	4828689142	54.00
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	04/19/21	Multiple	63.97
100-110-52800	UNIFORMS	FIRST NATIONAL BANK OMAHA	12/18/20	Multiple	145.79
100-110-52810	UNIFORMS-QUARTERMASTER	911 CUSTOM LLC	04/22/21	Multiple	393.00
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	05/31/21	10240795	13.53
100-110-53200	PROFESSIONAL SERVICES	PLATE COUNTY	06/01/21	MONTHLY	3,140.59
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	06/02/21	153174/75/76	209.00
100-110-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	06/10/21	Multiple	335.00
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	05/11/21	Multiple	857.33
100-110-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	05/18/21	Multiple	140.54
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	05/01/21	Multiple	1,215.00
100-110-56010	SUPPLIES	AMAZON	06/09/21	Multiple	268.39
100-110-56020	OFFICE SUPPLIES	AMAZON	06/09/21	Multiple	234.30
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	05/21/21	IN3500776	4,078.30
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	5156 7873 42 JUN21	18.10
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	90.28
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	3,294.86
100-110-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	181.19
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	292.09
100-110-56240	TELEPHONE	VERIZON WIRELESS	06/05/21	98812758582	777.24
Total For Dept 110 POLICE					17,252.93
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	05/21/21	3057/3335	115.00
100-120-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	06/08/21	060821ENG	10.00
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	06/09/21	4828720386	200.00
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	03/23/21	109681	12.08
100-120-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	05/31/21	360163	100.00
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	05/21/21	8711-267	119.50
100-120-54320	EQUIPMENT MAINTENANCE	DANKO EMERGENCY EQUIPMENT	06/08/21	117249	1,445.23
100-120-54320	EQUIPMENT MAINTENANCE	PLATE VALLEY COMMUNICATIO	05/27/21	052100311	28.71
100-120-54330	VEHICLE MAINTENANCE	MIKE'S TOWING	05/28/21	1202	575.00
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/14/21	178039/5	2.79
100-120-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	05/27/21	78NV008859	52.46
100-120-56010	SUPPLIES	ELECTRICAL ENGINEERING &	06/07/21	7141819-00	18.92
100-120-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	06/07/21	218986	493.20
100-120-56010	SUPPLIES	HY-VEE INC	05/25/21	52163	(1.96)
100-120-56010	SUPPLIES	MALLORY SAFETY AND SUPPLY	05/25/21	5093930	366.23
100-120-56010	SUPPLIES	MENARDS	06/01/21	Multiple	302.28
100-120-56010	SUPPLIES	ULINE	05/27/21	134310977	1,488.24
100-120-56020	OFFICE SUPPLIES	BIG RED PRINTING	06/10/21	78530	79.75

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Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/07/21	Multiple	98.14
100-120-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	06/01/21	199	100.00
100-120-56040	POSTAGE AND FREIGHT	MAILBOX	05/11/21	110085	17.76
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	05/17/21	Multiple	243.36
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	0815 1921 72 JUN21	123.70
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	276.77
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	1,215.89
100-120-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	160.89
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	65.15
Total For Dept 120 FIRE					7,709.09
Dept 121 RESCUE					
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	06/01/21	MONHTLY	616.00
100-121-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	05/31/21	360163	100.00
100-121-55930	REFUNDS	ARL CREDIT SERVICES INC	05/31/21	ACCTY150	302.91
100-121-55930	REFUNDS	WPS GHA	06/07/21	071319BELLER	142.26
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	05/31/21	053121RESC	1,352.82
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/07/21	Multiple	98.16
100-121-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	06/01/21	199	100.00
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	0815 1921 72 JUN21	123.69
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	276.77
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	1,215.91
100-121-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	160.88
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	65.15
Total For Dept 121 RESCUE					4,554.55
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	JOHNSTON, MAKENZY	06/07/21	060721VFD	99.53
100-125-52700	TRAINING AND TUITION	NELSON, DUSTIN	05/28/21	052821VFD	118.35
100-125-52700	TRAINING AND TUITION	VOLUNTEER FIRE DEPARTMENT	04/22/21	3242	575.00
100-125-56350	COMPANY EXPENSES	GODFATHER'S PIZZA	05/11/21	5513	88.75
100-125-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	05/21/21	3057/3335	20.00
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT					901.63
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	27.00
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	05/13/21	650240073	628.00
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	06/07/21	Multiple	1,060.64
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/27/21	12388	540.00
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	06/01/21	1000124521	875.79
100-130-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	05/05/21	A142799	42.21
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	05/24/21	052421LIBR	66.50
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	05/06/21	Multiple	379.22
100-130-56010-BUILD	SUPPLIES	MENARDS	06/02/21	Multiple	119.59
100-130-56010-BUILD	SUPPLIES	OFFICENET	06/11/21	960210-0	27.78
100-130-56010-MTRLS	SUPPLIES	COVER ONE	06/08/21	20118	507.60
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	05/17/21	Multiple	114.84
100-130-56010-MTRLS	SUPPLIES	KAPCO	05/28/21	Multiple	74.05
100-130-56020	OFFICE SUPPLIES	AMAZON	06/11/21	455998893464	15.99
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	06/03/21	1115	291.35
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	5317 1214 84 JUN21	1.06
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88935	0.39
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	169067 JUN21	810.77

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	59.49
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	55.28
100-130-56400-ADSRP	PROGRAMS	AMAZON	06/11/21	Multiple	506.99
100-130-56400-ADSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	05/17/21	Multiple	884.25
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	06/09/21	4828719700	44.65
100-130-56400-CHSRP	PROGRAMS	EDUCATIONAL SERV UNIT #7	05/28/21	2041	152.25
100-130-56400-CHSRP	PROGRAMS	HOBBY LOBBY	05/26/21	102173118	6.72
100-130-56400-CHSRP	PROGRAMS	HY-VEE INC	05/27/21	5855649139	9.78
100-130-56400-CHSRP	PROGRAMS	OMAHA'S HENRY DOORLY ZOO	06/11/21	1398134	390.50
100-130-56400-MAKRS	PROGRAMS	HOBBY LOBBY	05/10/21	101802476	14.99
100-130-56400-MAKRS	PROGRAMS	OFFICENET	06/02/21	959703-2	62.22
100-130-56400-YASCH	PROGRAMS	AMAZON	06/06/21	Multiple	46.19
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	06/04/21	Multiple	72.20
100-130-56400-YASCH	PROGRAMS	HOBBY LOBBY	05/10/21	101802476	24.99
100-130-56400-YASRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	05/26/21	710008238	72.96
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	06/07/21	Multiple	246.84
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	06/01/21	1225768	483.19
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	06/01/21	1851909	89.28
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	04/20/21	74175087	76.47
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GREY HOUSE PUBLISHING INC	06/01/21	967602	462.05
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	06/04/21	Multiple	225.21
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	06/11/21	Multiple	139.69
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	06/04/21	Multiple	773.38
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	05/31/21	6	287,369.79
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	05/31/21	39201	77,638.50
Total For Dept 130 LIBRARY					375,490.64
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	06/01/21	MONTHLY	146.50
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHNS	05/31/21	21-1654	75.00
100-140-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	06/11/21	700517	120.80
100-140-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	06/02/21	063420	46.99
100-140-56010	SUPPLIES	HY-VEE INC	06/04/21	7302219	11.96
100-140-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	06/11/21	700538	16.58
100-140-56010	SUPPLIES	NOVICKI FIRE PREVENTION SE	06/03/21	131-21	62.00
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	72.38
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	3.95
Total For Dept 140 CEMETERY					556.16
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS AS	06/08/21	060821ENG	20.00
100-145-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/03/21	Multiple	899.95
100-145-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	06/14/21	INV28765	375.01
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	19.74
100-145-57510-21088	CAPITAL-EQUIPMENT	BS&A SOFTWARE	04/09/21	133724	37,505.00
Total For Dept 145 COMMUNITY DEVELOPMENT					38,819.70
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS AS	06/08/21	060821ENG	10.00
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	52.00
100-150-52800	UNIFORMS	JACKSON SERVICES INC	06/08/21	4566309	16.45
100-150-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COM	06/04/21	57369	669.63
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	06/02/21	Multiple	100.95

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	06/09/21	OI51748	190.71
100-150-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	06/11/21	102398	65.36
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/10/21	Multiple	114.58
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	06/02/21	Multiple	76.36
100-150-56010	SUPPLIES	SAPP BROS PETROLEUM INC	05/25/21	INV3496290	511.50
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	06/10/21	5257	338.70
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	5317 1214 84 JUN21	0.91
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	8.80
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	3,888.09
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	15.79
Total For Dept 150 PARKS					6,059.83
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52700	TRAINING AND TUITION	AMERICAN RED CROSS	05/31/21	22351423	518.00
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	540.00
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/03/21	177742/5	18.57
100-151-54310	BUILDING MAINTENANCE	AQUA-CHEM INC	05/29/21	00196325	485.81
100-151-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	06/08/21	0005938	142.00
100-151-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	06/10/21	0098791-IN	100.00
100-151-54310	BUILDING MAINTENANCE	MENARDS	05/25/21	39912	84.36
100-151-54310	BUILDING MAINTENANCE	RECREATION SUPPLY COMPANY	06/14/21	424846	300.52
100-151-54310	BUILDING MAINTENANCE	SOUTHERN WATER SERVICE LLC	06/04/21	490101	2,530.60
100-151-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	06/03/21	063431	28.99
100-151-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	05/31/21	053121AQU	1,850.00
100-151-55400	ADVERTISING AND PROMOTION	KNTK-FM	06/01/21	CC-12101615530	500.00
100-151-55400	ADVERTISING AND PROMOTION	NORFOLK DAILY NEWS	05/31/21	526774	310.00
100-151-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/08/21	177867/5	19.98
100-151-56010	SUPPLIES	AMAZON	06/01/21	456567575754	426.76
100-151-56010	SUPPLIES	MID-AMERICAN RESEARCH	06/03/21	0733529-IN	68.00
100-151-56010	SUPPLIES	SHEVLIN SUPPLY	06/04/21	Multiple	244.82
100-151-56020	OFFICE SUPPLIES	OFFICENET	06/01/21	959902-0	33.73
100-151-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	06/08/21	177867/5	64.10
100-151-56030	CLEANING SUPPLIES/SERVICE	MENARDS	05/26/21	39971	199.58
100-151-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	06/03/21	Multiple	1,920.00
100-151-56030	CLEANING SUPPLIES/SERVICE	RECREATION SUPPLY COMPANY	06/12/21	424778	107.84
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	06/04/21	5242	214.10
100-151-56060	CHEMICALS	AQUA-CHEM INC	05/26/21	Multiple	4,177.75
100-151-56060	CHEMICALS	RECREATION SUPPLY COMPANY	06/12/21	424723	121.16
100-151-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	06/08/21	177868/5	22.99
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	6942 7542 63 JUN21	1,555.36
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	3,221.79
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	400070 JUN21	6,816.99
100-151-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	64.32
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	7.90
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	06/07/21	219061	348.50
100-151-56300	FOOD COSTS	HY-VEE INC	05/31/21	Multiple	177.72
100-151-56300	FOOD COSTS	JACKSON SERVICES INC	06/08/21	4566331	27.78
Total For Dept 151 PAWNEE PLUNGE WATER PARK					27,250.02
Dept 152 AQUATIC CENTER POOL					
100-152-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	5.00
100-152-53200	PROFESSIONAL SERVICES	AMERICAN RED CROSS	05/31/21	22351423	40.00
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/04/21	177760/5	369.00

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Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	05/31/21	053121AQ	30.00
100-152-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/09/21	177899/5	4.99
100-152-56010	SUPPLIES	MENARDS	06/03/21	40469	202.28
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	8429 6210 02 JUN21	415.70
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88942	912.03
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	169038 JUN21	4,257.54
100-152-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	59.49
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	7.90
Total For Dept 152 AQUATIC CENTER POOL					6,303.93
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	05/31/21	053121GOLF	921.92
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	05/31/21	053121LIQU	1,190.56
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	06/01/21	053121GOLF	2,145.00
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	05/31/21	053121GOLF	758.46
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	05/31/21	053121GOLF	16.83
100-155-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	06/01/21	5245	110.88
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	05/31/21	21-1654	75.00
100-155-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	06/01/21	QB-0621	161.75
100-155-56050	FUEL	SAPP BROS PETROLEUM INC	05/12/21	Multiple	1,227.15
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	5431 5180 01 JUN21	1.42
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88937	23.40
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	901.71
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	11.85
100-155-56650	MEMBERSHIP DUES	USGA	06/01/21	43626696	150.00
Total For Dept 155 VAN BERG GOLF COURSE					7,695.93
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/27/21	12387	795.00
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	06/04/21	INV00041631	175.00
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	05/31/21	053121GOLF	1,270.45
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	05/31/21	053121LIQU	1,391.92
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	06/01/21	053121GOLF	4,353.00
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	05/31/21	053121GOLF	1,175.74
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	05/31/21	053121GOLF	95.37
100-156-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	06/02/21	0098721-IN	107.79
100-156-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	06/03/21	41996	140.00
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	06/09/21	78NV009916	204.44
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMB	06/09/21	700387	122.98
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	06/09/21	063448	103.97
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	06/04/21	196196	112.00
100-156-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	05/19/21	271205	119.99
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	06/01/21	5213521	1,973.10
100-156-54350	GOLF CART/COURSE MAINT	FIRST NATIONAL BANK OMAHA	05/12/21	A100A1024A76	307.50
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	05/31/21	21-1654	75.00
100-156-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	06/01/21	QB-0621	161.75
100-156-55920	MISC FEES	DUNBAR DOUGLAS	05/31/21	053121CC	1,466.26
100-156-56010	SUPPLIES	AG SPRAY EQUIPMENT	06/03/21	405913	13.05
100-156-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	05/13/21	511711	121.96
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88933	5.85
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	837.35
100-156-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	59.49
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	31.59

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Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-57200-20111	CAPITAL-LAND & BUILDINGS	LANDSCAPES UNLIMITED LLC	06/02/21	3	100,304.82
Total For Dept 156 QUAIL RUN GOLF COURSE					115,525.37
Total For Fund 100 GENERAL FUND					847,114.87
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	05/26/21	052621	75.86
200-200-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	06/08/21	060821ENG	80.00
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	27.00
200-200-52800	UNIFORMS	JACKSON SERVICES INC	06/10/21	Multiple	568.74
200-200-53200	PROFESSIONAL SERVICES	CLINE WILLIAMS	06/10/21	319364	7,193.50
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	05/06/21	Multiple	57.75
200-200-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	06/08/21	78NV009796	38.16
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	06/14/21	Multiple	2,390.97
200-200-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TI	05/07/21	15503017 GP	607.76
200-200-54320	EQUIPMENT MAINTENANCE	RIVER VALLEY TIRE SERVICE	06/07/21	416411	100.00
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	06/08/21	Multiple	131.25
200-200-54330	VEHICLE MAINTENANCE	CHROME N' STEEL TRUCK & TF	06/03/21	23	43.98
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	06/09/21	Multiple	2,133.26
200-200-54450	STREET MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	05/27/21	272403	54.99
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/07/21	177824/5	25.96
200-200-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	06/09/21	78NV009881	13.19
200-200-56010	SUPPLIES	FASTENAL COMPANY	05/27/21	NECOL234149	23.04
200-200-56010	SUPPLIES	LAWSON PRODUCTS	06/04/21	9308509569	372.16
200-200-56010	SUPPLIES	M & O DOOR PRODUCTS	06/02/21	009872-IN	24.00
200-200-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	05/17/21	270916	86.16
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	6310 3990 85 JUN21	2.14
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88943	19.12
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	30,902.38
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	15.79
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	05/31/21	4932 JUN21	39.00
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	KYLE, MARTHA G.	06/03/21	060321ENG	6,132.00
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	MUHLE, TODD F.	06/03/21	060321ENG	6,132.00
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	WACHA CONSTRUCTION LLC	05/05/21	109	1,850.00
Total For Dept 200 STREETS					59,140.16
Total For Fund 200 STREETS/ENGINEERING					59,140.16
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54310	BUILDING MAINTENANCE	CAPITOL CITY ELECTRIC	05/31/21	16804	289.20
205-205-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	06/14/21	196628	5.00
205-205-54320	EQUIPMENT MAINTENANCE	TWOREK WELDING & REPAIR	06/09/21	4332	240.00
205-205-56010	SUPPLIES	ADVANCE AUTO PARTS	06/08/21	5606115913070	16.54
205-205-56010	SUPPLIES	ELECTRICAL ENGINEERING &	05/25/21	7131865-00	56.34
205-205-56010	SUPPLIES	LAKEVIEW SMALL ENGINE INC	06/08/21	046085	22.00
205-205-56010	SUPPLIES	MENARDS	05/24/21	Multiple	6.84
205-205-56050	FUEL	SAPP BROS COLUMBUS INC	05/24/21	Multiple	282.56
205-205-56070	FERTILIZER	CENTRAL VALLEY AG COOPERA	06/08/21	Multiple	551.88
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	586.20
205-205-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	111.30
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	11.85

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Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	06/02/21	400096 JUN21	502.56
205-205-57300-20084	CAPITAL-NEW CONSTRUCTION	GERHOLD CONCRETE COMPANY	05/26/21	241179	481.27
Total For Dept 205 AIRPORT					3,163.54
Total For Fund 205 AIRPORT					3,163.54
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	06/01/21	9900	43.52
220-220-52700	TRAINING AND TUITION	WESTFALL, TRISTAN	05/26/21	052621JCC	72.34
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	05/31/21	1639-20210531	64.00
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	05/31/21	10239677	2.67
220-220-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/27/21	12387	1,104.00
220-220-54380	MAINTENANCE AGREEMENTS	MOTOROLA SOLUTIONS INC.	06/14/21	1187054874	34,680.00
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	05/13/21	Multiple	149.73
220-220-56020	OFFICE SUPPLIES	OFFICENET	06/03/21	959763-1	96.33
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	400096 JUN21	502.56
220-220-56240	TELEPHONE	CENTURY LINK	06/01/21	402D33-0443	169.09
220-220-56240	TELEPHONE	FRONTIER	05/30/21	Multiple	740.72
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	3.95
220-220-56240	TELEPHONE	LINGO	06/01/21	1188107653	51.65
Total For Dept 220 E911					37,680.56
Total For Fund 220 COMMUNICATIONS - E911					37,680.56
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	06/01/21	9900	212.48
221-221-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	05/31/21	10239677	13.00
221-221-56240	TELEPHONE	CENTURY LINK	06/01/21	402D33-0443	825.54
Total For Dept 221 WIRELESS E911					1,051.02
Total For Fund 221 COMMUNICATIONS - WIRELESS E911					1,051.02
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-54380	MAINTENANCE AGREEMENTS	TELECOMMUNICATION SYSTEMS	06/08/21	04INV-000040251	5,000.00
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	06/08/21	04INV-000040252	1,554.00
Total For Dept 225 EC-911 EQUIPMENT SHARING					6,554.00
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMEI					6,554.00
Fund 480 COMMUNITY REDEVL AUTH					
Dept 485 WHO DEVEL - APARTMENTS					
480-485-59020-19265	INTEREST AND FISCAL FEES	GREAT PLAINS STATE BANK	07/01/21	07.01.2021	4,377.46
Total For Dept 485 WHO DEVEL - APARTMENTS					4,377.46
Dept 486 WHO DEVELOPMENT - HOTEL					
480-486-59010-19266	PRINCIPAL	GREAT PLAINS STATE BANK	07/01/21	07.01.2021	1,158.38
480-486-59020-19266	INTEREST AND FISCAL FEES	GREAT PLAINS STATE BANK	07/01/21	07.01.2021	4,500.00
Total For Dept 486 WHO DEVELOPMENT - HOTEL					5,658.38
Dept 487 QUANTUM COLUMBUS, LLC					
480-487-59020-19277	INTEREST AND FISCAL FEES	VERIDIAN CREDIT UNION	07/01/21	07.01.2021	22,428.76

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Fund 480 COMMUNITY REDEVL AUTH					
Dept 487 QUANTUM COLUMBUS, LLC					
Total For Dept 487 QUANTUM COLUMBUS, LLC					22,428.76
Dept 488 COLUMBUS LODGING, LLC					
480-488-59010-19278	PRINCIPAL	FIVE POINTS BANK	07/01/21	07.01.2021	4,492.51
480-488-59020-19278	INTEREST AND FISCAL FEES	FIVE POINTS BANK	07/01/21	07.01.2021	17,437.50
Total For Dept 488 COLUMBUS LODGING, LLC					21,930.01
Dept 489 COLUMBUS RETAIL, LLC					
480-489-59020-19279	INTEREST AND FISCAL FEES	COLUMBUS RETAIL, LLC	07/01/21	07.01.2021	735.24
480-489-59020-19279	INTEREST AND FISCAL FEES	GREAT PLAINS STATE BANK	07/01/21	07.01.2021	1,719.04
Total For Dept 489 COLUMBUS RETAIL, LLC					2,454.28
Total For Fund 480 COMMUNITY REDEVL AUTH					56,848.89
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	HY-VEE INC	05/13/21	4827545828	28.26
500-500-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	06/08/21	060821ENG	30.00
500-500-52800	UNIFORMS	JACKSON SERVICES INC	06/03/21	4563757	133.32
500-500-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/09/21	Multiple	61.48
500-500-54310	BUILDING MAINTENANCE	WEEDCOPE INC	05/31/21	26651	495.00
500-500-54320	EQUIPMENT MAINTENANCE	BEARD-WARREN HEATING &	05/20/21	072623	400.00
500-500-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	05/26/21	063412	8.98
500-500-54330	VEHICLE MAINTENANCE	GAVER TIRE & AUTO CENTER 1	06/09/21	55355	53.75
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/02/21	177722/5	14.85
500-500-55900	MISCELLANEOUS	ARL CREDIT SERVICES INC	05/31/21	PBC0C01	77.50
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/03/21	4563758	12.50
500-500-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	06/04/21	0733800-IN	65.50
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	06/03/21	1121	2,011.68
500-500-56040	POSTAGE AND FREIGHT	PITNEY BOWES	06/09/21	1018306437	281.17
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	1,998.66
500-500-56240	TELEPHONE	A TO Z MESSAGING	06/04/21	13210	57.50
500-500-56240	TELEPHONE	AMAZON	06/03/21	Multiple	11.40
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	19.75
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	05/31/21	4931 JUN21	39.00
Total For Dept 500 WASTEWATER COLLECTION					5,800.30
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	06/10/21	Multiple	183.62
500-501-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	05/27/21	12387	265.00
500-501-54310	BUILDING MAINTENANCE	PREFERRED PLUMBING & HTG 1	06/09/21	017610	14.96
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/03/21	177735/5	15.92
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	06/02/21	Multiple	228.80
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	06/08/21	S12263284-0	93.26
500-501-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	06/08/21	Multiple	390.34
500-501-54320	EQUIPMENT MAINTENANCE	MCMASTER-CARR	06/10/21	59825142	184.49
500-501-54320	EQUIPMENT MAINTENANCE	TRUCK CENTER COMPANIES	06/15/21	XA111002753:01	130.85
500-501-54320	EQUIPMENT MAINTENANCE	WESTECH ENGINEERING LLC	06/07/21	81716	892.28
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	06/03/21	1040763	21.25
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	06/04/21	177752/5	7.18
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/10/21	Multiple	32.87
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	05/31/21	21POS/052275	5,924.19
500-501-56100	LABORATORY	USA BLUE BOOK	05/19/21	608870	242.25

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	6007 1329 48 JUN21	193.30
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	Multiple	283.59
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	12,472.34
500-501-56240	TELEPHONE	FRONTIER	05/30/21	30818801750912722	65.99
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	19.74
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	05/31/21	053121TRSF	218.40
Total For Dept 501 WASTEWATER TREATMENT FAC					21,880.62
Total For Fund 500 UTILITY SERVICE					27,680.92
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	CAPRI INN & SUITES	05/20/21	Multiple	419.93
520-520-52700	TRAINING AND TUITION	DHHS	06/01/21	051011WTR	80.00
520-520-52700	TRAINING AND TUITION	DHHS DIVISION OF PUBLIC HE	06/01/21	040921SCHOEN	115.00
520-520-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	06/08/21	060821ENG	10.00
520-520-52700	TRAINING AND TUITION	SCANLAN, TRAVIS A	05/21/21	052121WTR	76.66
520-520-52800	UNIFORMS	JACKSON SERVICES INC	06/08/21	4566310	47.59
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/09/21	Multiple	61.48
520-520-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	06/14/21	INV28765	375.02
520-520-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	05/26/21	063412	8.99
520-520-54390	SYSTEM MAINTENANCE	CENTRAL SAND & GRAVEL CO	05/27/21	241060	787.05
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	05/24/21	NECOL234050	133.76
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	06/14/21	Multiple	1,496.54
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	06/04/21	Multiple	2,160.39
520-520-54390	SYSTEM MAINTENANCE	LOSEKE LAKE STOP LLC	05/25/21	7437	26.32
520-520-54390	SYSTEM MAINTENANCE	MENARDS	05/27/21	40042	9.98
520-520-54420	WELL MAINTENANCE	MENARDS	05/25/21	39899	48.68
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	05/18/21	539387	891.00
520-520-55900	MISCELLANEOUS	ARL CREDIT SERVICES INC	05/31/21	PBC0C01	77.50
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/08/21	Multiple	68.20
520-520-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	06/04/21	0733800-IN	65.50
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	06/03/21	1121	2,011.68
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	06/07/21	Multiple	284.33
520-520-56040	POSTAGE AND FREIGHT	PITNEY BOWES	06/09/21	1018306437	281.17
520-520-56060	CHEMICALS	AQUA-PURE INC	06/14/21	COLNE2106	10,755.22
520-520-56060	CHEMICALS	HAWKINS INC	06/09/21	4956799	6,087.03
520-520-56060	CHEMICALS	JACKSON SERVICES INC	06/10/21	4568173	3.95
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	06/08/21	6310 3990 85 JUN21	0.92
520-520-56210	NATURAL GAS	FERRELLGAS LP	05/26/21	RNT8786916	73.32
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	06/08/21	88943	8.19
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	13,257.63
520-520-56240	TELEPHONE	A TO Z MESSAGING	06/04/21	13210	57.50
520-520-56240	TELEPHONE	AMAZON	06/03/21	Multiple	11.40
520-520-56240	TELEPHONE	FRONTIER	05/30/21	Multiple	197.52
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	39.48
Total For Dept 520 WATER					40,028.93
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	161.55
Total For Dept 522 SUPERFUND PROJECT					161.55

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 520 WATER					
				Total For Fund 520 WATER	40,190.48
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS AS	06/08/21	060821ENG	10.00
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	06/01/21	OSVO000002456799	32.38
560-560-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	05/26/21	Multiple	200.00
				Total For Dept 560 STORMWATER UTILITY	242.38
				Total For Fund 560 STORMWATER UTILITY	242.38
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	06/10/21	Multiple	209.27
570-570-54310	BUILDING MAINTENANCE	ENTERPRISE ELECTRIC COLUMB	06/07/21	1145-1002706	17.36
570-570-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	06/14/21	Multiple	423.92
570-570-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	05/25/21	272082	39.99
570-570-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	06/04/21	177751/5	31.80
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	05/21/21	5606114185192	74.20
570-570-54330	VEHICLE MAINTENANCE	CHROME N' STEEL TRUCK & TF	06/03/21	Multiple	124.23
570-570-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	05/27/21	272402	95.98
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	05/31/21	053121TRSF	61,190.38
570-570-54610	WOOD WASTE DISPOSAL	O'NEILL WOOD RESOURCES LLC	06/04/21	5281	26,125.00
570-570-55930	REFUNDS	TRACTOR SUPPLY CREDIT PLAN	05/25/21	272087	(39.99)
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	06/10/21	4568179	33.57
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	05/04/21	Multiple	12,511.20
570-570-56090	SMALL TOOLS	TRACTOR SUPPLY CREDIT PLAN	05/12/21	270380	169.96
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	06/02/21	Multiple	405.52
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	06/16/21	4025648127 JUN21	11.85
570-570-56650	MEMBERSHIP DUES	SOLID WASTE ASSOCIATION OF	06/01/21	2022-57993	268.00
				Total For Dept 570 TRANSFER STATION	101,692.24
				Total For Fund 570 SOLID WASTE DIVISION	101,692.24
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	06/11/21	HEALTH	1,280.00
				Total For Dept 000	1,280.00
				Total For Fund 600 HEALTH INSURANCE	1,280.00

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Fund Totals:					
		Fund 100	GENERAL FUND		847,114.87
		Fund 200	STREETS/ENGINEERING		59,140.16
		Fund 205	AIRPORT		3,163.54
		Fund 220	COMMUNICATIONS - E911		37,680.56
		Fund 221	COMMUNICATIONS - WIRELE:		1,051.02
		Fund 225	COMMUNICATIONS-EC-911 E		6,554.00
		Fund 480	COMMUNITY REDEVL AUTH		56,848.89
		Fund 500	UTILITY SERVICE		27,680.92
		Fund 520	WATER		40,190.48
		Fund 560	STORMWATER UTILITY		242.38
		Fund 570	SOLID WASTE DIVISION		101,692.24
		Fund 600	HEALTH INSURANCE		1,280.00
				Total For All Funds:	1,182,639.06
--- TOTALS BY GL DISTRIBUTION ---					
	100-100-52700		TRAINING AND TUITION		30.00
	100-100-53200		PROFESSIONAL SERVICES		5,859.95
	100-100-53400		COMPUTER SUPPORT/MAINT		7,944.78
	100-100-54310		BUILDING MAINTENANCE		83.68
	100-100-54320		EQUIPMENT MAINTENANCE		375.01
	100-100-55900		MISCELLANEOUS		460.00
	100-100-56010		SUPPLIES		13.47
	100-100-56020		OFFICE SUPPLIES		26.04
	100-100-56040		POSTAGE AND FREIGHT		81.23
	100-100-56220		ELECTRICITY		748.80
	100-100-56240		TELEPHONE		122.43
	100-100-56250		REFUSE		30.00
	100-100-56410		BOOKS AND PUBLICATIONS		2,772.57
	100-100-56620		EMERGENCY MANAGEMENT		390.98
	100-100-57200-21092		CAPITAL-LAND & BUILDINGS		209,910.50
	100-102-56210		NATURAL GAS		6.25
	100-102-56220		ELECTRICITY		99.28
	100-102-56240		TELEPHONE		15.89
	100-103-54510-III-B		BUILDING RENTAL/LEASE		6,424.99
	100-103-54510-III-C		BUILDING RENTAL/LEASE		2,886.59
	100-103-56240-III-B		TELEPHONE		9.87
	100-103-56240-III-C		TELEPHONE		9.87
	100-103-56300-III-C		FOOD COSTS		60.83
	100-103-56400-III-E		PROGRAMS		34.98
	100-103-56650-III-B		MEMBERSHIP DUES		15.00
	100-104-52700		TRAINING AND TUITION		51.52
	100-105-53400		COMPUTER SUPPORT/MAINT		360.00
	100-105-56240		TELEPHONE		19.74
	100-105-56650		MEMBERSHIP DUES		50.00
	100-106-56020		OFFICE SUPPLIES		15.11
	100-106-56240		TELEPHONE		15.79
	100-108-56240		TELEPHONE		69.94
	100-110-52700		TRAINING AND TUITION		1,450.43
	100-110-52710		EMPLOYEE RECRUITMENT/RETENTION		117.97
	100-110-52800		UNIFORMS		145.79
	100-110-52810		UNIFORMS-QUARTERMASTER		393.00
	100-110-53200		PROFESSIONAL SERVICES		3,363.12
	100-110-54310		BUILDING MAINTENANCE		335.00
	100-110-54330		VEHICLE MAINTENANCE		997.87
	100-110-54530		VEHICLE TOWING		1,215.00
	100-110-56010		SUPPLIES		268.39

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
		100-110-56020		OFFICE SUPPLIES	234.30
		100-110-56050		FUEL	4,078.30
		100-110-56210		NATURAL GAS	108.38
		100-110-56220		ELECTRICITY	3,294.86
		100-110-56240		TELEPHONE	1,250.52
		100-120-52700		TRAINING AND TUITION	125.00
		100-120-52710		EMPLOYEE RECRUITMENT/RETENTION	212.08
		100-120-54310		BUILDING MAINTENANCE	219.50
		100-120-54320		EQUIPMENT MAINTENANCE	1,473.94
		100-120-54330		VEHICLE MAINTENANCE	575.00
		100-120-56010		SUPPLIES	2,722.16
		100-120-56020		OFFICE SUPPLIES	79.75
		100-120-56030		CLEANING SUPPLIES/SERVICE	198.14
		100-120-56040		POSTAGE AND FREIGHT	17.76
		100-120-56050		FUEL	243.36
		100-120-56210		NATURAL GAS	400.47
		100-120-56220		ELECTRICITY	1,215.89
		100-120-56240		TELEPHONE	226.04
		100-121-53200		PROFESSIONAL SERVICES	616.00
		100-121-54310		BUILDING MAINTENANCE	100.00
		100-121-55930		REFUNDS	445.17
		100-121-56010		SUPPLIES	1,352.82
		100-121-56030		CLEANING SUPPLIES/SERVICE	198.16
		100-121-56210		NATURAL GAS	400.46
		100-121-56220		ELECTRICITY	1,215.91
		100-121-56240		TELEPHONE	226.03
		100-125-52700		TRAINING AND TUITION	792.88
		100-125-56350		COMPANY EXPENSES	88.75
		100-125-56650		MEMBERSHIP DUES	20.00
		100-130-52710		EMPLOYEE RECRUITMENT/RETENTION	27.00
		100-130-53400-MAKRS		COMPUTER SUPPORT/MAINT	628.00
		100-130-53400-STAFF		COMPUTER SUPPORT/MAINT	1,600.64
		100-130-53410		ELECTRONIC CATALOGING	875.79
		100-130-54310		BUILDING MAINTENANCE	42.21
		100-130-55400		ADVERTISING AND PROMOTION	66.50
		100-130-56010-BUILD		SUPPLIES	526.59
		100-130-56010-MTRLS		SUPPLIES	696.49
		100-130-56020		OFFICE SUPPLIES	15.99
		100-130-56040-ILILO		POSTAGE AND FREIGHT	291.35
		100-130-56210		NATURAL GAS	1.45
		100-130-56220		ELECTRICITY	810.77
		100-130-56240		TELEPHONE	114.77
		100-130-56400-ADSRP		PROGRAMS	1,391.24
		100-130-56400-ADULT		PROGRAMS	44.65
		100-130-56400-CHSRP		PROGRAMS	559.25
		100-130-56400-MAKRS		PROGRAMS	77.21
		100-130-56400-YASCH		PROGRAMS	143.38
		100-130-56400-YASRP		PROGRAMS	72.96
		100-130-56410-ADULT		BOOKS AND PUBLICATIONS	1,722.73
		100-130-56410-YOUNG		BOOKS AND PUBLICATIONS	773.38
		100-130-57200-20030		CAPITAL-LAND & BUILDINGS	365,008.29
		100-140-53520		CONTRACT SERVICES	146.50
		100-140-54310		BUILDING MAINTENANCE	75.00
		100-140-54320		EQUIPMENT MAINTENANCE	167.79
		100-140-56010		SUPPLIES	90.54
		100-140-56220		ELECTRICITY	72.38
		100-140-56240		TELEPHONE	3.95
		100-145-52700		TRAINING AND TUITION	20.00
		100-145-53400		COMPUTER SUPPORT/MAINT	899.95

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		100-145-54320		EQUIPMENT MAINTENANCE	375.01
		100-145-56240		TELEPHONE	19.74
		100-145-57510-21088		CAPITAL-EQUIPMENT	37,505.00
		100-150-52700		TRAINING AND TUITION	10.00
		100-150-52710		EMPLOYEE RECRUITMENT/RETENTION	52.00
		100-150-52800		UNIFORMS	16.45
		100-150-54310		BUILDING MAINTENANCE	669.63
		100-150-54320		EQUIPMENT MAINTENANCE	291.66
		100-150-55200		INSURANCE	65.36
		100-150-56010		SUPPLIES	1,041.14
		100-150-56210		NATURAL GAS	9.71
		100-150-56220		ELECTRICITY	3,888.09
		100-150-56240		TELEPHONE	15.79
		100-151-52700		TRAINING AND TUITION	518.00
		100-151-52710		EMPLOYEE RECRUITMENT/RETENTION	540.00
		100-151-54310		BUILDING MAINTENANCE	3,661.86
		100-151-54320		EQUIPMENT MAINTENANCE	28.99
		100-151-55400		ADVERTISING AND PROMOTION	2,660.00
		100-151-56010		SUPPLIES	759.56
		100-151-56020		OFFICE SUPPLIES	33.73
		100-151-56030		CLEANING SUPPLIES/SERVICE	2,505.62
		100-151-56060		CHEMICALS	4,298.91
		100-151-56090		SMALL TOOLS	22.99
		100-151-56210		NATURAL GAS	4,777.15
		100-151-56220		ELECTRICITY	6,816.99
		100-151-56240		TELEPHONE	72.22
		100-151-56300		FOOD COSTS	554.00
		100-152-52710		EMPLOYEE RECRUITMENT/RETENTION	5.00
		100-152-53200		PROFESSIONAL SERVICES	40.00
		100-152-54310		BUILDING MAINTENANCE	369.00
		100-152-55920		MISC FEES	30.00
		100-152-56010		SUPPLIES	207.27
		100-152-56210		NATURAL GAS	1,327.73
		100-152-56220		ELECTRICITY	4,257.54
		100-152-56240		TELEPHONE	67.39
		100-155-53500		COMMISSION ON CARTS	921.92
		100-155-53510		COMMISSION ON LIQUOR	1,190.56
		100-155-53520		CONTRACT SERVICES	2,145.00
		100-155-53530		COMMISSION ON GREEN FEES	758.46
		100-155-53540		COMMISSION ON PASSES	16.83
		100-155-54320		EQUIPMENT MAINTENANCE	110.88
		100-155-54520		EQUIPMENT RENTAL/PURCHASE	75.00
		100-155-55400		ADVERTISING AND PROMOTION	161.75
		100-155-56050		FUEL	1,227.15
		100-155-56210		NATURAL GAS	24.82
		100-155-56220		ELECTRICITY	901.71
		100-155-56240		TELEPHONE	11.85
		100-155-56650		MEMBERSHIP DUES	150.00
		100-156-53400		COMPUTER SUPPORT/MAINT	970.00
		100-156-53500		COMMISSION ON CARTS	1,270.45
		100-156-53510		COMMISSION ON LIQUOR	1,391.92
		100-156-53520		CONTRACT SERVICES	4,353.00
		100-156-53530		COMMISSION ON GREEN FEES	1,175.74
		100-156-53540		COMMISSION ON PASSES	95.37
		100-156-54310		BUILDING MAINTENANCE	247.79
		100-156-54320		EQUIPMENT MAINTENANCE	2,636.48
		100-156-54350		GOLF CART/COURSE MAINT	307.50
		100-156-54520		EQUIPMENT RENTAL/PURCHASE	75.00
		100-156-55400		ADVERTISING AND PROMOTION	161.75

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		100-156-55920		MISC FEES	1,466.26
		100-156-56010		SUPPLIES	135.01
		100-156-56210		NATURAL GAS	5.85
		100-156-56220		ELECTRICITY	837.35
		100-156-56240		TELEPHONE	91.08
		100-156-57200-20111		CAPITAL-LAND & BUILDINGS	100,304.82
		200-200-52700		TRAINING AND TUITION	155.86
		200-200-52710		EMPLOYEE RECRUITMENT/RETENTION	27.00
		200-200-52800		UNIFORMS	568.74
		200-200-53200		PROFESSIONAL SERVICES	7,193.50
		200-200-54320		EQUIPMENT MAINTENANCE	3,194.64
		200-200-54330		VEHICLE MAINTENANCE	175.23
		200-200-54450		STREET MAINTENANCE	2,188.25
		200-200-56010		SUPPLIES	544.51
		200-200-56210		NATURAL GAS	21.26
		200-200-56220		ELECTRICITY	30,902.38
		200-200-56240		TELEPHONE	15.79
		200-200-56250		REFUSE	39.00
		200-200-57300-20069		CAPITAL-NEW CONSTRUCTION	12,264.00
		200-200-57300-20070		CAPITAL-NEW CONSTRUCTION	1,850.00
		205-205-54310		BUILDING MAINTENANCE	289.20
		205-205-54320		EQUIPMENT MAINTENANCE	245.00
		205-205-56010		SUPPLIES	101.72
		205-205-56050		FUEL	282.56
		205-205-56070		FERTILIZER	551.88
		205-205-56220		ELECTRICITY	586.20
		205-205-56240		TELEPHONE	123.15
		205-205-56260		UTILITIES - FSS BUILDING	502.56
		205-205-57300-20084		CAPITAL-NEW CONSTRUCTION	481.27
		220-220-52700		TRAINING AND TUITION	115.86
		220-220-52710		EMPLOYEE RECRUITMENT/RETENTION	64.00
		220-220-53200		PROFESSIONAL SERVICES	2.67
		220-220-53400		COMPUTER SUPPORT/MAINT	1,104.00
		220-220-54380		MAINTENANCE AGREEMENTS	34,680.00
		220-220-56010		SUPPLIES	149.73
		220-220-56020		OFFICE SUPPLIES	96.33
		220-220-56220		ELECTRICITY	502.56
		220-220-56240		TELEPHONE	965.41
		221-221-52700		TRAINING AND TUITION	212.48
		221-221-53200		PROFESSIONAL SERVICES	13.00
		221-221-56240		TELEPHONE	825.54
		225-225-54380		MAINTENANCE AGREEMENTS	5,000.00
		225-225-56240		TELEPHONE	1,554.00
		480-485-59020-19265		INTEREST AND FISCAL FEES	4,377.46
		480-486-59010-19266		PRINCIPAL	1,158.38
		480-486-59020-19266		INTEREST AND FISCAL FEES	4,500.00
		480-487-59020-19277		INTEREST AND FISCAL FEES	22,428.76
		480-488-59010-19278		PRINCIPAL	4,492.51
		480-488-59020-19278		INTEREST AND FISCAL FEES	17,437.50
		480-489-59020-19279		INTEREST AND FISCAL FEES	2,454.28
		500-500-52700		TRAINING AND TUITION	58.26
		500-500-52800		UNIFORMS	133.32
		500-500-54310		BUILDING MAINTENANCE	556.48
		500-500-54320		EQUIPMENT MAINTENANCE	408.98
		500-500-54330		VEHICLE MAINTENANCE	53.75
		500-500-54390		SYSTEM MAINTENANCE	14.85
		500-500-55900		MISCELLANEOUS	77.50
		500-500-56030		CLEANING SUPPLIES/SERVICE	78.00
		500-500-56040		POSTAGE AND FREIGHT	2,292.85

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 06/21/2021 - 06/22/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
		500-500-56220		ELECTRICITY	1,998.66
		500-500-56240		TELEPHONE	88.65
		500-500-56250		REFUSE	39.00
		500-501-52800		UNIFORMS	183.62
		500-501-53400		COMPUTER SUPPORT/MAINT	265.00
		500-501-54310		BUILDING MAINTENANCE	14.96
		500-501-54320		EQUIPMENT MAINTENANCE	1,935.94
		500-501-55640		COMPLIANCE TESTING	21.25
		500-501-56010		SUPPLIES	7.18
		500-501-56030		CLEANING SUPPLIES/SERVICE	32.87
		500-501-56060		CHEMICALS	5,924.19
		500-501-56100		LABORATORY	242.25
		500-501-56210		NATURAL GAS	476.89
		500-501-56220		ELECTRICITY	12,472.34
		500-501-56240		TELEPHONE	85.73
		500-501-56250		REFUSE	218.40
		520-520-52700		TRAINING AND TUITION	701.59
		520-520-52800		UNIFORMS	47.59
		520-520-54310		BUILDING MAINTENANCE	61.48
		520-520-54320		EQUIPMENT MAINTENANCE	384.01
		520-520-54390		SYSTEM MAINTENANCE	4,614.04
		520-520-54420		WELL MAINTENANCE	48.68
		520-520-55640		COMPLIANCE TESTING	891.00
		520-520-55900		MISCELLANEOUS	77.50
		520-520-56030		CLEANING SUPPLIES/SERVICE	133.70
		520-520-56040		POSTAGE AND FREIGHT	2,577.18
		520-520-56060		CHEMICALS	16,846.20
		520-520-56210		NATURAL GAS	82.43
		520-520-56220		ELECTRICITY	13,257.63
		520-520-56240		TELEPHONE	305.90
		520-522-56220		ELECTRICITY	161.55
		560-560-52700		TRAINING AND TUITION	10.00
		560-560-53400		COMPUTER SUPPORT/MAINT	32.38
		560-560-56650		MEMBERSHIP DUES	200.00
		570-570-52800		UNIFORMS	209.27
		570-570-54310		BUILDING MAINTENANCE	17.36
		570-570-54320		EQUIPMENT MAINTENANCE	463.91
		570-570-54330		VEHICLE MAINTENANCE	326.21
		570-570-54550		LANDFILL DISPOSAL	61,190.38
		570-570-54610		WOOD WASTE DISPOSAL	26,125.00
		570-570-55930		REFUNDS	(39.99)
		570-570-56030		CLEANING SUPPLIES/SERVICE	33.57
		570-570-56050		FUEL	12,511.20
		570-570-56090		SMALL TOOLS	169.96
		570-570-56220		ELECTRICITY	405.52
		570-570-56240		TELEPHONE	11.85
		570-570-56650		MEMBERSHIP DUES	268.00
		600-000-10113		PETTY CASH WELLNESS	1,280.00

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 06/22/2021 - 06/22/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID
 CLAIMS \$5,000 - \$10,000

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
62780	GREAT PLAINS STATE BANK	07/01/2021	06/22/2021	5,658.38	5,658.38	Open	N
62887	PETE LIEN & SONS INC.	05/31/2021	06/22/2021	5,924.19	5,924.19	Open	N
62968	SIRIUS COMPUTER SOLUTIONS INC.	06/04/2021	06/22/2021	7,863.00	7,863.00	Open	N
62977	SAPP BROS PETROLEUM INC	05/04/2021	06/22/2021	6,379.20	6,379.20	Open	N
62981	SAPP BROS PETROLEUM INC	05/28/2021	06/22/2021	6,132.00	6,132.00	Open	N
63081	LOUP POWER DISTRICT	06/02/2021	06/22/2021	5,155.20	5,155.20	Open	N
63135	LOUP POWER DISTRICT	06/02/2021	06/22/2021	7,317.14	7,317.14	Open	N
63144	LOUP POWER DISTRICT	06/02/2021	06/22/2021	6,816.99	6,816.99	Open	N
63213	TELECOMMUNICATION SYSTEMS INC.	06/08/2021	06/22/2021	5,000.00	5,000.00	Open	N
63268	HAWKINS INC	06/09/2021	06/22/2021	6,087.03	6,087.03	Open	N
63318	CLINE WILLIAMS	06/10/2021	06/22/2021	7,193.50	7,193.50	Open	N
63457	MUHLE, TODD F.	06/03/2021	06/22/2021	6,132.00	6,132.00	Open	N
63458	KYLE, MARTHA G.	06/03/2021	06/22/2021	6,132.00	6,132.00	Open	N
63480	DUNBAR DOUGLAS	06/01/2021	06/22/2021	6,498.00	6,498.00	Open	N
63483	COLUMBUS FAMILY RESOURCE CTR	06/01/2021	06/22/2021	9,311.58	9,311.58	Open	N

# of Invoices:	15	# Due:	15	Totals:	97,600.21	97,600.21
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 97,600.21 97,600.21

--- TOTALS BY FUND ---

100 - GENERAL FUND	30,489.57	30,489.57
200 - STREETS/ENGINEERING	19,457.50	19,457.50
225 - COMMUNICATIONS-EC-911 EQUIPM	5,000.00	5,000.00
480 - COMMUNITY REDEVL AUTH	5,658.38	5,658.38
500 - UTILITY SERVICE	18,396.53	18,396.53
520 - WATER	6,087.03	6,087.03
570 - SOLID WASTE DIVISION	12,511.20	12,511.20

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	7,863.00	7,863.00
103 - COLUMBUS COMMUNITY CENTER	9,311.58	9,311.58
151 - PAWNEE PLUNGE WATER PARK	6,816.99	6,816.99
155 - VAN BERG GOLF COURSE	2,145.00	2,145.00
156 - QUAIL RUN GOLF COURSE	4,353.00	4,353.00
200 - STREETS	19,457.50	19,457.50
225 - EC-911 EQUIPMENT SHARING	5,000.00	5,000.00
486 - WHO DEVELOPMENT - HOTEL	5,658.38	5,658.38
501 - WASTEWATER TREATMENT FAC	18,396.53	18,396.53
520 - WATER	6,087.03	6,087.03
570 - TRANSFER STATION	12,511.20	12,511.20

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
06/21/2021	INVOICE	PBC0C01	ANNUAL PUBLIC RECORD BULLETIN-WTR OFFICE	155.00	
06/21/2021	INVOICE	ACCTY150	COLLECTION SERVICES	302.91	
Total:				457.91	
Net of 2 Invoices / 0 Checks				457.91	
1 2 invoices and 0 checks for 1 vendor:				457.91	

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

7.A. Public hearing - Application of Growth Properties, LLC for special use permit to allow a single-family detached residential home in a "B-2" (General Commercial District) zone at 3023 13 Street. (Planning Commission recommends approval.)

**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, June 21, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow a single-family detached residential home on the following described real estate in an "B-2" (General Commercial District) zone: the West 77 feet of Lot 2, Block F, Becker's Subdivision of Outlot 8, to the City of Columbus, Platte County, Nebraska (3023 13 Street) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 06:10:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 9, 2021
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to allow a Single-Family Dwelling in a B-2 Zone at 3023 13 Street

RECOMMENDATION:

I recommend approval of the Special Use permit to allow a Single-Family dwelling in a B-2 zoning district at 3023 13th Street. There are other dwellings located along 13th Street and I believe this is a good use of the property.

DISCUSSION:

We have received an application for a Special Use Permit to allow a Single-Family dwelling in a B-2 zoning district. If approved the owner will bring the structure up to dwelling code standards including egress windows, smoke detectors and adding a kitchen.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Special Use Permit

SIGNATURE:

By: 

Approved By: 

SPECIAL USE PERMIT APPLICATION

An application for a Special Use Permit may be filed with the Community Development Director's office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's office at least 21 calendar days (including Holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: **Growth Properties, LLC**
APPLICANT MAILING ADDRESS: **3120 36 Street, Columbus NE 68601**
APPLICANT PHONE NUMBER: **402 / 564.5827**
APPLICANT EMAIL ADDRESS: **robc@cruise-associates.com**
LEGAL REPRESENTATION FIRM/ATTORNEY: **Fehringer & Mielak, LLP**
ATTORNEY PHONE NUMBER: **402 / 942.9513**
ATTORNEY EMAIL ADDRESS: **thomas.fehringer@fmflaw.com**
ADDRESS OF PROPERTY: **3023 13 Street, Columbus NE 68601**
LEGAL DESCRIPTION OF PROPERTY:

The West 77 feet of Lot 2, Block F, Becker's Subdivision of Outlot 8, to the City of Columbus, Platte County, Nebraska.

PRESENT ZONING CLASSIFICATION: **B-2**

DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

To Use the Property as a Single Family-Detached residential home.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use): **See attached Exhibits A & B.**

Dated: May ~~17~~ 2021.


By: ~~Robert~~ Cruise, Authorized Member of
Growth Properties, LLC, Owner



EXHIBIT
A



EXHIBIT
B

7.A.1. Ordinance No. 21-20 approving special use permit.

ORDINANCE NO. 21-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW A SINGLE-FAMILY DETACHED RESIDENTIAL HOME 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: THE WEST 77 FEET OF LOT 2, BLOCK F, BECKER'S SUBDIVISION OF OUTLOT 8, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow a single-family detached residential home as contained in table 4-2 Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

The West 77 feet of Lot 2, Block F, Becker's Subdivision of Outlot 8, to the City of Columbus, Platte County, Nebraska,

which is in a "B-2" (General Commercial District) zone; and,

WHEREAS, the planning commission and the mayor and city council have held separate public hearings, and in consideration of the evidence and premises, hereby find and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the mayor and council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued to allow a single-family detached residential home, as contained in table 4-2 Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

The West 77 feet of Lot 2, Block F, Becker's Subdivision of Outlot 8, to the City of Columbus, Platte County, Nebraska,

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

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.B. Public hearing - Application of Meadow Ridge Properties, LLC to rezone property in the vicinity of 42 Street and 54 Avenue from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District). (Planning Commission recommends approval.)

**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, June 21, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone a tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the SW1/4SE1/4; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres more or less; and a tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°02'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 2, Block B of said Whispering Meadows Addition said point being on the North line of Meadow View Subdivision to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres more or less (vicinity of 42 Street and 54 Avenue) from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and at said time and place you may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 06:10:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 9, 2021
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning vicinity of 42 St & 54 Ave from RR to R-1

RECOMMENDATION:

I recommend approval of this rezoning.

DISCUSSION:

We have received an application to rezone property in the vicinity of 42 Street and 54 Ave from RR to R-1. The developer intends to construct single-family homes on the property. I believe R-1 is compatible with the area and recommend approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Application

SIGNATURE:

By: Daniel Curtis

Approved By: Tara Vasicek

REZONING APPLICATION

An application for a Rezoning may be filed with the Community Development Director's office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's office at least 21 calendar days (including Holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Meadow Ridge Properties, LLC

APPLICANT MAILING ADDRESS: 4811 37 Street Columbus NE 68601

APPLICANT PHONE NUMBER: 402 / 562-8155

APPLICANT EMAIL ADDRESS: charles@walkerfoundations.com

ATTORNEY/FIRM: Fehringer & Mielak LLP

ATTORNEY PHONE NUMBER: 402 / 942-9513

ATTORNEY EMAIL ADDRESS: thomas.fehringer@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: Rural

LEGAL DESCRIPTION OF PROPERTY:

A tract of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres more or less ("Meadow Ridge 9th Addition"); and

A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°02'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 2, Block B of said Whispering Meadows Addition said point being on the North line of Meadow View Subdivision

to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres more or less ("Meadow Ridge 10th Addition"); and

PRESENT ZONING CLASSIFICATION: RR

REQUESTED ZONING CLASSIFICATION: R-1

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

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

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

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

See attached Exhibit "A" for a copy of the Preliminary Plat of Meadow Ridge 9th Addition.

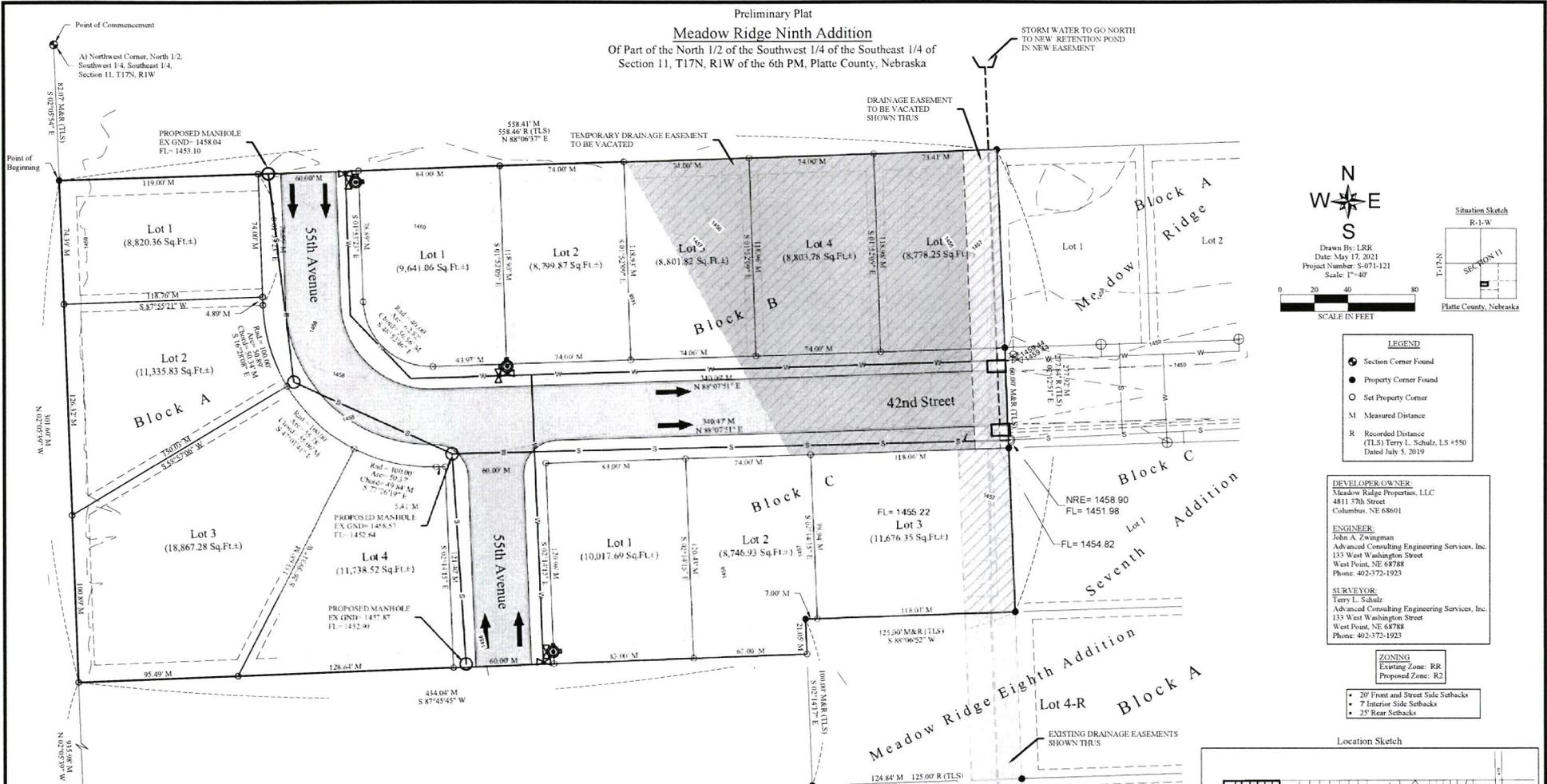
See attached Exhibit "B" for a copy of the Preliminary Plat of Meadow Ridge 10th Addition.

DATED: May 21, 2021.



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

Preliminary Plat
Meadow Ridge Ninth Addition
 Of Part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of
 Section 11, T17N, R1W of the 6th PM, Platte County, Nebraska



Drawn By: LRR
 Date: May 17, 2021
 Project Number: S-071-121
 Scale: 1"=40'



LEGEND

- Section Corner Found
- Property Corner Found
- Set Property Corner
- M Measured Distance
- R Recorded Distance (TLS) Terry L. Schulz, L.S #550 Dated July 5, 2019

DEVELOPER/OWNER:
 Meadow Ridge Properties, LLC
 4811 7th Street
 Columbus, NE 68601

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

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

ZONING

Existing Zone: RR
 Proposed Zone: R2

- 20' Front and Street Side Setbacks
- 7' Interior Side Setbacks
- 25' Rear Setbacks

Location Sketch



City of Columbus,
 Platte County, Nebraska

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

This survey was prepared at the request of Charis Soudschlag, Columbus, Nebraska.

FIELD NOTES

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

B) Southwest Corner, Southeast 1/4, Section 11, T17N, R1W: Found 3 1/2" Aluminum Cap.
 0.5' East to Range of Fence North-South.
 28.85' North to Aluminum Cap.
 17.50' South to Nail and Disk in Fence Post.
 0.60' SE to Nail and Disk in Fence Post.
 0.69' SE to Nail in Top Fence Post.

LEGAL DESCRIPTION

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

Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th PM, Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the Southeast 1/4 of said Southeast 1/4; thence N 02°08'59" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on May 17, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

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

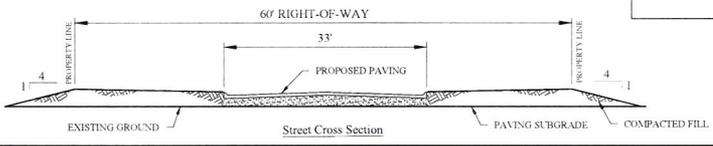


COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of MEADOW RIDGE NINTH ADDITION to the City of Columbus, Nebraska
 approved by the Planning Commission this _____ day of _____, 2021.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Preliminary Plat of MEADOW RIDGE NINTH ADDITION to the City of Columbus, Nebraska
 approved by the City Council this _____ day of _____, 2021.

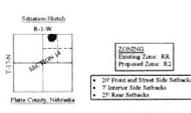
Mayor _____ City Clerk _____



Preliminary Plat
Meadow Ridge Tenth Addition
 Of Part of the Northwest 1/4 of the Northeast 1/4 of
 Section 14, T17N, R1W of the 6th PM, Platte County, Nebraska



Drawn By: LAR
 Date: May 17, 2021
 Project Number: 2017-121
 Scale: 1"=40'



- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Not Property Corner
 - Observed Distance
 - R Recorded Distance
 (Terry L. Schulz, L.S. #550
 Filed December 30, 2014, Subj.
 S. 2019)



DEVELOPER/OWNER
 Meadow Ridge Properties, LLC
 401 17th Street
 Columbia, NE 68001

DESIGNER
 Advanced Consulting Engineering Services, Inc.
 113 West Washington Street
 West Point, NE 68078
 Phone: 402-372-1921

SURVEYOR
 Terry L. Schulz
 Advanced Consulting Engineering Services, Inc.
 113 West Washington Street
 West Point, NE 68078
 Phone: 402-372-1921

The survey was prepared at the request of Charles Sandelberg, Columbia, Nebraska.

LEGAL DESCRIPTION
 A Part of land located in the Northeast 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th PM, Platte County, Nebraska, more particularly described as follows:
 Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition in the City of Columbia, Platte County, Nebraska, thence S 02°09'31" E, on the West line of said Lot 1, 128.64 feet to the Southwest corner of said Lot 1, thence S 52°27'27" E, on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 1, Block B of said Whispering Meadows Addition and point being on the North line of Meadow View Addition in the City of Columbia, Platte County, Nebraska, thence S 87°50'30" W, on said North line, 104.82 feet, thence S 42°53'35" W, on said North line, 111.11 feet to a point on the West line of Meadow View Addition, thence S 02°09'31" E, on said West line, 82 feet to the Southwest corner of Lot 5, Block C of Westbrook Apartment Subdivision in the City of Columbia, Platte County, Nebraska, thence S 80°01'00" W, on the North line of said Westbrook Apartment Subdivision, 125.00 feet, thence S 37°02'17" W, 191.16 feet, thence S 34°17'00" W, 211.75 feet, thence S 34°17'00" W, 25.25 feet, thence S 30°22'17" E, 174.00 feet to a point on the West line of Meadow Ridge Eighth Addition in the City of Columbia, Platte County, Nebraska, thence S 10°17'00" E, on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R, of said Meadow Ridge Eighth Addition, thence S 50°47'17" E, on the North line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Tenth Addition in the City of Columbia, Platte County, Nebraska, thence S 30°12'17" E, on the South line of said Meadow Ridge Tenth Addition, 153.07 feet to the Point of Beginning, containing 7.00 acres more or less.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schulz, Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 17, 2021, and that all dimensions are as first and are correct to the best of my knowledge and belief.

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

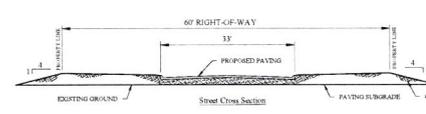


COLUMBIA NEBRASKA PLANNING COMMISSION
 The Preliminary Plat of MEADOW RIDGE TENTH ADDITION to the City of Columbia, Nebraska, approved by the Planning Commission this _____ day of _____, 2021.

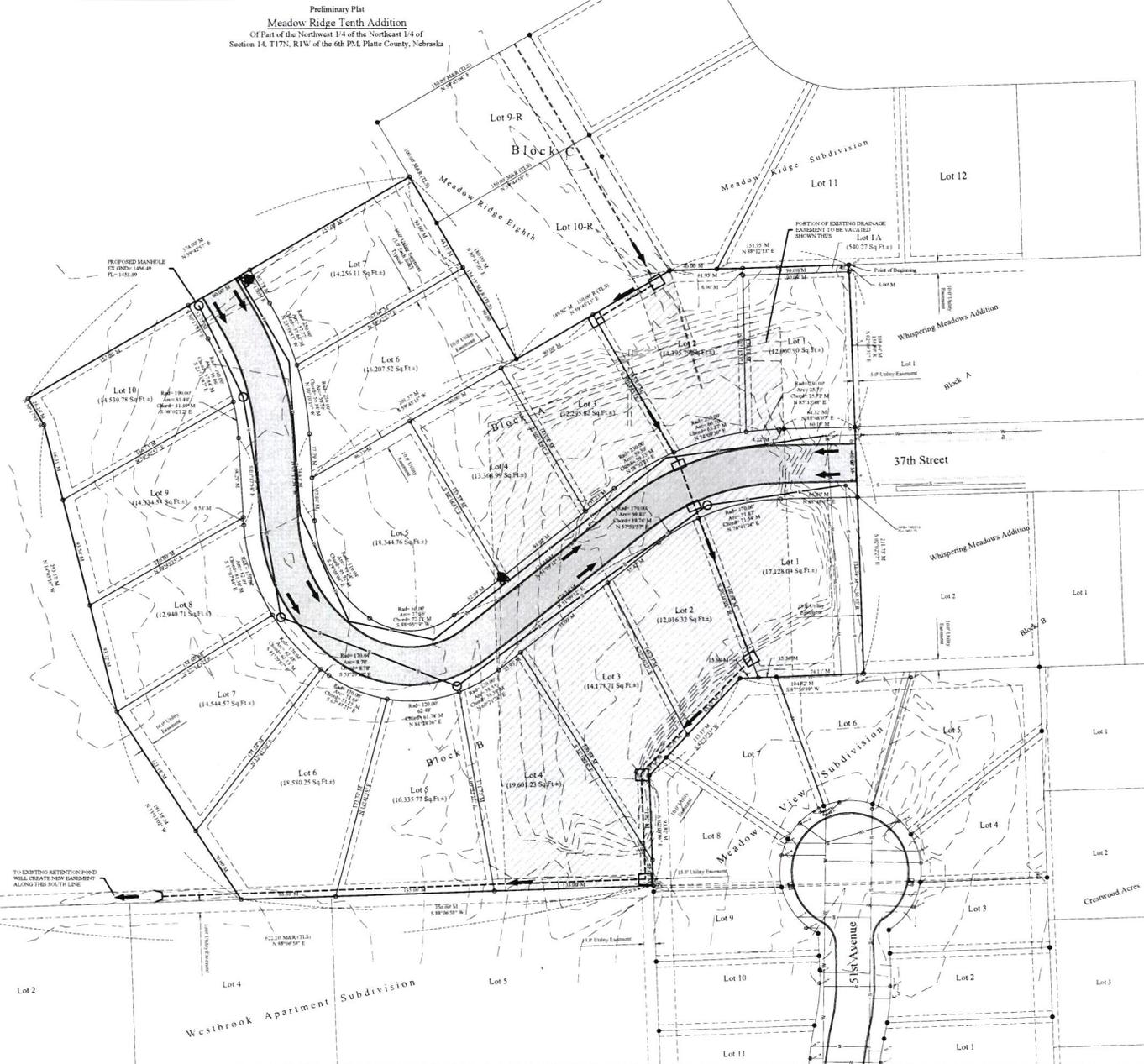
Chairman _____

COLUMBIA NEBRASKA CITY COUNCIL
 This Preliminary Plat of MEADOW RIDGE TENTH ADDITION to the City of Columbia, Nebraska, approved by the City Council this _____ day of _____, 2021.

Mayor _____ City Clerk _____



ADVANCED CONSULTING ENGINEERING SERVICES
 113 W. Washington St. - P.O. Box 28
 West Point, NE 68078
 Phone: 402-372-1921



7.B.1. Ordinance No. 21-21 approving rezoning.

ORDINANCE NO. 21- 21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021; TO REZONE AND RECLASSIFY THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S 02°05'54" E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET TO THE POINT OF BEGINNING; THENCE N 88°06'37" E, 558.41 FEET TO THE NORTHWEST CORNER OF MEADOW RIDGE SEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°12'51" E ON THE WEST LINE OF SAID MEADOW RIDGE SEVENTH ADDITION, 277.92 FEET TO THE SOUTHWEST CORNER OF SAID MEADOW RIDGE SEVENTH ADDITION; THENCE S 88°06'52" W ON THE NORTH LINE OF MEADOW RIDGE EIGHTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 125.00 FEET TO THE NORTHWEST CORNER OF SAID MEADOW RIDGE EIGHTH ADDITION; THENCE S 02°14'17" E, 21.05 FEET; THENCE S 87°45'45" W, 434.04 FEET TO A POINT ON THE WEST LINE OF THE SW1/4SE1/4; THENCE N 02°05'39" W ON SAID WEST LINE, 301.60 FEET TO THE POINT OF BEGINNING, CONTAINING 3.79 ACRES MORE OR LESS; AND A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°06'31" E ON THE WEST LINE OF SAID LOT 1, 138.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 02°02'27" E ON THE WEST LINE OF SAID WHISPERING MEADOWS ADDITION, 211.75 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B OF SAID WHISPERING MEADOWS ADDITION SAID POINT BEING ON THE NORTH LINE OF MEADOW VIEW SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 87°56'39" W ON SAID NORTH LINE, 104.82 FEET; THENCE S 42°55'35" W ON SAID NORTH LINE, 113.13 FEET TO A POINT ON THE WEST LINE OF SAID MEADOW VIEW SUBDIVISION; THENCE S 02°04'06" E ON SAID WEST LINE, 93.82 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 1 OF WESTBROOK APARTMENT SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'58" W ON THE NORTH LINE OF SAID WESTBROOK APARTMENT SUBDIVISION, 350.00 FEET; THENCE N 33°13'02" W, 191.18 FEET; THENCE N 14°03'16" W, 253.57 FEET; THENCE

N 30°17'03" W, 26.24 FEET; THENCE N 59°42'57" E, 374.00 FEET TO A POINT ON THE WEST LINE OF MEADOW RIDGE EIGHTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 30°17'03" E ON THE WEST LINE OF SAID MEADOW RIDGE EIGHTH ADDITION, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 10-R OF SAID MEADOW RIDGE EIGHTH ADDITION; THENCE N 59°45'15" E ON THE SOUTH LINE OF SAID LOT 10-R, 149.92 FEET TO THE SOUTHWEST CORNER OF MEADOW RIDGE SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°12'13" E ON THE SOUTH LINE OF SAID MEADOW RIDGE SUBDIVISION, 151.95 FEET TO THE POINT OF BEGINNING, CONTAINING 7.00 ACRES MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following-described real estate, to wit: A tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the SW1/4SE1/4; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres more or less; and A tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°02'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 2, Block B of said Whispering Meadows Addition said point being on the North line of Meadow View Subdivision to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to

the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres more or less, be rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District); and

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

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

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

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

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

A tract of land located in the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the N1/2SW1/4SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the SW1/4SE1/4; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres more or less; and A tract of land located in the NW1/4NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°02'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot

2, Block B of said Whispering Meadows Addition said point being on the North line of Meadow View Subdivision to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres more or less, from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) be and the same is hereby approved.

Section 2. That the Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, under Ordinance No. 20-32, as amended, dated January 18, 2021, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District).

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application of Providing Property Solutions, LLC to rezone property located at 3770 18 Avenue from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval with the condition that only townhouses, duplexes, or single-family residences be allowed.)

**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, June 21, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone a tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning (3770 18 Avenue) from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 06:10:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 9, 2021
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 3770 18 Avenue from R-1 to R-3

RECOMMENDATION:

I recommend approval of this rezoning and to amend the Future Land Use Map accordingly. The property located to the south is currently zoned R-3C (see attached Ordinance No. 96-27).

DISCUSSION:

We have received an application to rezone property at 3770 18 Avenue from R-1 to R-3. The applicant intends to use the property for Multiple-Residential housing purposes and they are applying simultaneously for a Special Use Permit for lodging.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny or Modify the Application

SIGNATURE:

By: Daniel Curtis

Approved By: Tara Vasicek

ORDINANCE NO. 96- 27

AN ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND ORDINANCE NO. 94-46 WHICH AMENDED SECTION 11-2-2 OF CHAPTER II OF TITLE XI OF ORDINANCE NO. 2826 ADOPTED NOVEMBER 16, 1981, AS THE OFFICIAL ZONING CODE OF COLUMBUS, AS AMENDED; TO REZONE AND RECLASSIFY LOTS 12, 13 AND 14, NORTH PARK ACRES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT TO R-3C MULTIPLE DWELLING DISTRICT-CONDITIONAL ZONING; TO AMEND THE MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SECTION 11-2-2 OF ORDINANCE NO. 2826 BY SHOWING SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Lots 12, 13 and 14, North Park Acres Addition to the City of Columbus,
Platte County, Nebraska,

from the present R-1 Single Family Residence District to R-3C Multiple Dwelling District-Conditional zoning, and to amend the map which has been adopted by and made a part of Section 11-2-2 of Ordinance No. 2826, the same being the City Code of Columbus, Nebraska, by showing said rezoning and reclassification as provided by law; and

WHEREAS, the Planning and Zoning Commission and the Mayor and City Council have held separate public hearings. In consideration of the evidence and the premises, the Planning and Zoning Commission made no recommendation. Upon further review, the

Planning and Zoning Commission recommended approval of the rezoning. The Mayor and City Council, in consideration of the evidence and the premises, hereby find and determine that said rezoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate;

WHEREAS, the Mayor and City Council have determined that Ordinance 94-46 be amended to allow Stuart Gerhold and Chris Gerhold to be permitted to sell or transfer said lots to an entity owned entirely or in part by them.

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

Section 1 - That Section 11-2-2 of Chapter II of Title XI of Ordinance No. 2826, as amended, be and the same is hereby amended to show that the following described real estate, to wit:

Lots 12, 13 and 14, North Park Acres Addition to the City of Columbus,
Platte County, Nebraska,

has been rezoned and reclassified from the present R-1 Single Family Residence District to R-3C Multiple Dwelling District-Conditional zoning classification, to allow for the construction of townhouses, duplexes or single-family residences. Except for the sale or transfer of the individual residences and accompanying real estate, the sale or transfer of Lots 12, 13 or 14, North Park Acres, individually, together as a group or any part thereof, shall cause the zoning classification of Lots 12, 13 or 14 to revert immediately to the prior classification of R-1 Single Family Residence, provided, however, the sale or transfer restrictions immediately preceding this proviso shall not apply to the sale or transfer by Stuart Gerhold and Chris Gerhold to an entity solely owned by Stuart Gerhold and Chris Gerhold, or an entity of which they are co-owners with other third parties. The map which has been adopted by and made a part of said Section 11-2-2 of Ordinance No. 2826 shall be and the same is hereby amended to show such rezoning and reclassification.

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

Section 3 - This ordinance shall become effective immediately upon and be in full

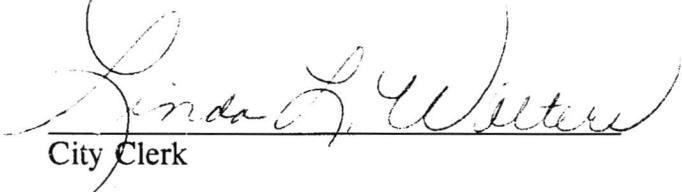
force and effect after its passage and publication as provided by law.

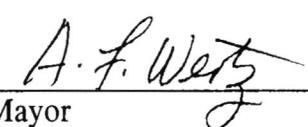
Introduced by Councilperson:

Passed and adopted on

AUGUST 19, 1996

ATTEST:


City Clerk


Mayor

CERTIFICATION

I, Linda L. Walters, City Clerk of the City of Columbus, Nebraska, hereby certify that the above is a true, full and correct copy of an ordinance adopted by the Council of the City of Columbus at a meeting held according to law at Columbus, Nebraska on

August 19, 1996 as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have set my hand and affixed the corporate seal of said City of Columbus on Aug 20, 1996.


City Clerk of the City of Columbus, Nebraska

REZONING APPLICATION

An application for a Rezoning may be filed with the Community Development Director's office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's office at least 21 calendar days (including Holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Providing Property Solutions, LLC

APPLICANT MAILING ADDRESS: 31303 231 Avenue Platte Center NE 68653

APPLICANT PHONE NUMBER: 402 / 741-2576

APPLICANT EMAIL ADDRESS: shae@kwelite.com

ATTORNEY/FIRM: Fehringer & Mielak, LLP

ATTORNEY PHONE NUMBER: 402 / 942-9513

ATTORNEY EMAIL ADDRESS: thomas.fehringer@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: 3770 18 Avenue, Columbus NE 68601

LEGAL DESCRIPTION OF PROPERTY:

A tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line for Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 17 North, range 1 East of the 6th PM., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M, locate 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning.

PRESENT ZONING CLASSIFICATION: R-1

REQUESTED ZONING CLASSIFICATION: R-3

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

To allow Applicant to use the Property for Multiple-Family Residential housing

purposes and to apply simultaneously for a Special Use Permit for Lodging.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

To allow Applicant to use the Property to develop a multiple-family housing unit to rent to tenants or offer as a vacation rental.

See attached Exhibit "A" for a photo of the Property and Exhibit "B" for a depiction of the surrounding properties.

DATED: May 21, 2021.

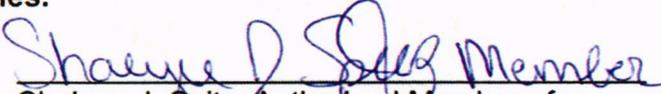

Shalynn J. Spitz, Authorized Member of
Providing Property Solutions, LLC, Owner



EXHIBIT
A

tabbles

7.C.1. Ordinance No. 21-22 approving rezoning.

ORDINANCE NO. 21-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021; TO REZONE AND RECLASSIFY THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE NE1/4 NE1/4 NE1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., LOCATED 33.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 384.42 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 18, 260.91 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 18, 384.42 FEET; SAID POINT BEING 33.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18, THENCE EAST 260.91 FEET TO THE POINT OF BEGINNING; EXCEPT A TRACT OF LAND LOCATED IN THE NE1/4 NE1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH PM., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M, LOCATED 33.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 366.35 FEET TO A POINT; THENCE NORTHWESTERLY AT AN INTERIOR ANGLE OF 30°22'12" WITH THE LAST DESCRIBED COURSE A DISTANCE OF 428.62 FEET TO A POINT 33.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 18 A DISTANCE OF 216.18 FEET TO THE POINT OF BEGINNING, FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT NO STRUCTURE SHALL BE ERECT THAT IS NOT CONSIDERED A SINGLE-FAMILY DWELLING, DUPLEX OR TOWNHOME; TO AMEND THE FUTURE LAND USE MAP AS WELLS AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following-described real estate, to wit: A tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M, located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning, be rezoned and reclassified from the present zoning classification of "R-1" (Single-Family Residential District) to "R-3" with the condition that no structure shall be erect that is not considered a single-family dwelling, duplex or townhome (Multiple-Family Residential District), and to amend the Future Land Use Map as well as the Zoning Map, which are attached and made a part of the Unified Land Development Ordinance for the City of Columbus to show said rezoning and reclassification; and

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

WHEREAS, the Planning Commission has held a public hearing thereon, has heard all persons appearing at such hearing and in consideration of the evidence and premises has voted to recommend approval of such request with the condition that no structure shall be erect that is not considered a single-family dwelling, duplex or townhome; and

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

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

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

A tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning, from the present zoning classification of "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that no structure shall be erect that is not considered a single-family dwelling, duplex or townhome be and the same is hereby approved.

Section 2. That the Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, under Ordinance No. 20-32, as amended, dated January 18, 2021, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that no structure shall be erect that is not considered a single-family dwelling, duplex or townhome and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.D. Public hearing - Application of Providing Property Solutions, LLC for special use permit to allow lodging in an "R-3" (Multiple-Family Residential District) zone located at 3770 18 Avenue. (Due to a tie vote, there is no recommendation from the Planning Commission.)

**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, June 21, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow lodging on the following described real estate in a "R-3" (Multiple-Family Residential District) zone: A tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning (3770 18 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline
City Clerk

Publish: 06:10:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 9, 2021
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to allow Lodging in an R-3 zone at 3770 18 Ave

RECOMMENDATION:

I recommend approval of this Special Use Permit.

DISCUSSION:

We have received an application for a Special Use Permit to allow for Lodging in an R-3 zone. The applicant intends to use the property for short-term rental and possibly converting into duplex.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Application

SIGNATURE:

By: Daniel Curtis

Approved By: Tara Vasicek

SPECIAL USE PERMIT APPLICATION

An application for a Special Use Permit may be filed with the Community Development Director's office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's office at least 21 calendar days (including Holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: **Providing Property Solutions, LLC**

APPLICANT MAILING ADDRESS: **31303 231 Avenue Platte Center NE 68653**

APPLICANT PHONE NUMBER: **402 / 741-2576**

APPLICANT EMAIL ADDRESS: **shae@kwelite.com**

ATTORNEY/FIRM: **Fehringer & Mielak, LLP**

ATTORNEY PHONE NUMBER: **402 / 942-9513**

ATTORNEY EMAIL ADDRESS: **thomas.fehringer@fmflaw.com**

ADDRESS OF PROPERTY: **3770 18 Avenue Columbus NE 68601**

LEGAL DESCRIPTION OF PROPERTY:

A tract of land located in the NE¹/₄NE¹/₄NE¹/₄ of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line for Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE¹/₄NE¹/₄ of Section 18, Township 17 North, range 1 East of the 6th PM., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M, locate 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning.

PRESENT ZONING CLASSIFICATION: **R-1, with Application to Re-zone to R-3.**

DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

To allow Applicant to develop a multiple-family housing unit on the Property to offer the same for rent and vacation rentals, which requires a special use permit to allow for "Lodging. Applicant is simultaneously applying to Rezone to allow for Multiple-family housing (R-3).

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

It is Applicant's intent to remodel the current building on the Property to develop a multiple-family housing unit to rent the same and allow to rent as a vacation rental, i.e. Airbnb ®.

See Attached Exhibit "A" for a photo of the Property and Exhibit "B" for a depiction of the surrounding properties.

DATED: May 21, 2021.

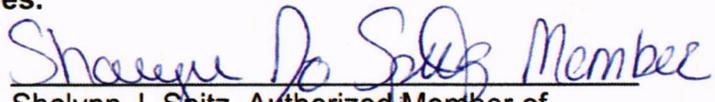

Shalynn J. Spitz, Authorized Member of
Providing Property Solutions, LLC, Owner



EXHIBIT
A

tabbles



EXHIBIT

tabbies

B

7.D.1. Ordinance No. 21-23 approving special use permit.

ORDINANCE NO. 21-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT TO ALLOW LODGING AS CONTAINED IN TABLE 4-2, ZONING DISTRICT REGULATIONS, WITH THE LIMITED DEFINITION OF “LODGING SERVICES INVOLVING THE PROVISION OF ROOM AND/OR BOARD, INCLUDING RENTAL HOUSING SUCH AS AIR BED AND BREAKFAST, VACATION RENTAL BY OWNER AND OTHER SIMILAR USES, BUT SPECIFICALLY EXCLUDING HOTELS AND MOTELS”, OF THE ZONING CODE, ON THE FOLLOWING-DESCRIBED REAL ESTATE IN A “R-3” (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) ZONE: A TRACT OF LAND LOCATED IN THE NE1/4 NE1/4 NE1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., LOCATED 33.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 384.42 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 18, 260.91 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 18, 384.42 FEET; SAID POINT BEING 33.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18, THENCE EAST 260.91 FEET TO THE POINT OF BEGINNING; EXCEPT A TRACT OF LAND LOCATED IN THE NE1/4 NE1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., LOCATED 33.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 366.35 FEET TO A POINT; THENCE NORTHWESTERLY AT AN INTERIOR ANGLE OF 30°22'12” WITH THE LAST DESCRIBED COURSE A DISTANCE OF 428.62 FEET TO A POINT 33.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 18 A DISTANCE OF 216.18 FEET TO THE POINT OF BEGINNING; 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 lodging as contained in table 4-2 Zoning District Regulations of the Zoning Code,

with the limited definition of “Lodging Services involving the provision of room and/or board, including rental housing such as air bed and breakfast, vacation rental by owner and other similar uses, but specifically excluding hotels and motels” on the following-described real estate, to wit:

A tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12” with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning,

which is in a “R-3” (Multiple-Family Residential District) Zone; and,

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

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

Section 1. That a Special Use Permit has been issued to allow lodging as contained in table 4-2 Zoning District Regulations of the Zoning Code, with the limited definition of “Lodging Services involving the provision of room and/or board, including rental housing such as air bed and breakfast, vacation rental by owner and other similar uses, but specifically excluding hotels and motels” on the following-described real estate, to wit:

A tract of land located in the NE1/4 NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the

Northeast corner of said Section; thence South along the East line of said Section 18 a distance of 384.42 feet; thence West and parallel to the North line of said Section 18, 260.91 feet; thence North and parallel to the East line of said Section 18, 384.42 feet; said point being 33.0 feet South of the North line of said Section 18, thence East 260.91 feet to the point of beginning; EXCEPT a tract of land located in the NE1/4 NE1/4 of Section 18, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as: Beginning at a point on the East Section line of Section 18, Township 17 North, Range 1 East of the 6th P.M., located 33.0 feet South of the Northeast corner of said Section, thence South along the East line of said Section 18, a distance of 366.35 feet to a point; thence Northwesterly at an interior angle of 30°22'12" with the last described course a distance of 428.62 feet to a point 33.0 feet South of the North line of said Section 18; thence East parallel to the North line of said Section 18 a distance of 216.18 feet to the point of beginning

which is in a "R-3" (Multiple-Family Residential District) Zone.

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**
10. **REPORTS OF COUNCIL COMMITTEES - None**
11. **REPORTS OF SPECIAL COMMITTEES - None**
12. **REPORTS ON LEGISLATION - None**
13. **NEW BUSINESS**
 - 13.A. Appointment of Tom Lange to Planning Commission for three-year term.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: June 1, 2021
TO: City Council Members
FROM: James B Bulkley, Mayor
SUBJECT: Appointment

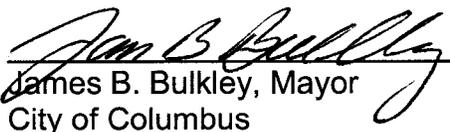
With your permission, I wish to submit the following name to you for appointment at the June 21, 2021, City Council meeting per City Council rules:

PLANNING COMMISSION – Three-year term

Tom Lange

3570 Linden Drive, Columbus, NE

Tom Lange is a life-long Columbus resident, graduating from Columbus High School in 1975. He earned his Bachelor of Science Degree in Education from UNL in 1981, and his Master's Degree in Education and Administration from Wayne State College in 1993. Tom taught Health/Physical Education for 38 years, and coached multiple sports for 33 years at Lakeview Community Schools. His parents were Dr. Harold and Marianne Lange from Columbus, and he has one brother, Dave, who resides in Elkhorn. Tom and his wife, Laurie, have two grown children both living in Lincoln – a son, John, and a daughter, Alisha with son-in-law Andy.


James B. Bulkley, Mayor
City of Columbus

Committees&Boards/Appoint/Reappoint/Planning Commission

13.B. Appointment of Tom Pillen to Planning Commission for three-year term.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: June 1, 2021
TO: City Council Members
FROM: James B Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for appointment at the June 21, 2021, City Council meeting per City Council rules:

PLANNING COMMISSION – Three-year term

Tom Pillen

154 Smith Place, Columbus, NE

Tom Pillen is a graduate of Lakeview High School in Columbus, NE. He earned his Bachelor's Degree in Economics and Political Science from the University of Nebraska-Kearney. His 45-year career at Nebraska Public Power District (NPPD) as a Project Manager has provided experience in dealing with electric power, renewable energy, business process improvement, project management, land acquisition, eminent domain, public involvement, and customer relations. His knowledge and skill in the areas of leadership, communication, and facilitation will be great assets to the Planning Commission.

Tom and his wife, Debbie, have three daughters – Morgan, Paige and Blayke; and three grandchildren – Henry, Michael, and Ray.


James B. Bulkley, Mayor
City of Columbus

(Faint, illegible text)

13.C. Appointment of Jaymee Levander as police sergeant.

MEMORANDUM

DATE: June 16, 2021

TO: City Council Members

FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name of **Jaymee Levander** for appointment to the Police Sergeant position. Per Council Rules, the two week waiting period is waived for an appointment of a Police Sergeant. The Civil Service Commission certified Ms. Levander at their June 8, 2021, Civil Service Commission meeting.

Officer Levander is a graduate of Vermillion High School, and holds an Associate's Degree in Business Administration from Central Community College. She has been employed with the Columbus Police Department since 1999. She was hired as a dispatcher, and moved on to become a Community Service Technician. In 2002, she was hired as a patrol officer, and attended the Basic Training Academy at the Nebraska Law Enforcement Training Center. Officer Levander has been a Criminal Investigator for the Investigations Division since 2009. In her current position, she has worked with a variety of serious crimes, and continues to pursue additional training in order to grow her skills in law enforcement. She has worked alongside other professionals on the Internet Crimes Against Children Task Force and the Human Trafficking Task Force.

In addition to her work experiences, Officer Levander has contributed to community relations by organizing events such as National Night Out. She organized a Habitat for Humanity Build Team, and a beanbag tournament between the City of Columbus Police and Fire Departments.


James B. Bulkley, Mayor
City of Columbus

Committee/Appoint/Reappoint/Police Sergeant

13.D. Appointment of Ryan Auten as police officer.

MEMORANDUM

DATE: June 16, 2021

TO: City Council Members

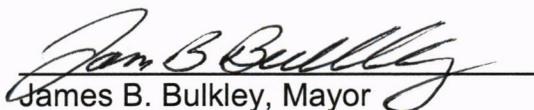
FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name **Ryan Auten** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their April 20, 2021, Civil Service Commission meeting. (Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived).

Ryan Auten is a graduate of Cedar Rapids High School in Cedar Rapids, NE. He served in the U.S. Marines for five years, where he was part of the Marine Corps Embassy Security Group for three years, providing armed security for American Embassies in high threat countries. Following his service in the Marines, he attended Key West Community College in Key West, Florida, earning his Associates Degree in Marine Engineering. He continued his education at Florida Atlantic University in Boca Raton, Florida, where he attained his Bachelor's Degree in Business Administration in 2020. Following his college graduation, Ryan was employed at a Target store in Deerfield Beach, Florida, until moving back to Nebraska.

Mr. Auten will attend the Nebraska Law Enforcement Academy and the Columbus Police Department's Field Training course. This is a budgeted position.


James B. Bulkley, Mayor

13.E. Appointment of Benjamin Wotipka as police officer.

MEMORANDUM

DATE: June 16, 2021
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name **Benjamin Wotipka** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their April 20, 2021, Civil Service Commission meeting. (Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived).

Benjamin Wotipka is a graduate of Wahoo High School in Wahoo, NE. He attended Midland University in Fremont, where he graduated with a degree in Psychology/Criminal Justice. He is certified in Basic Life Support, Pressure Point Control Tactics, and Non-Violent Crisis Intervention. Benjamin is currently employed as a corrections officer for Dodge County Corrections in Fremont, NE.

Mr. Wotipka will attend the Nebraska Law Enforcement Academy and the Columbus Police Department's Field Training course. This is a budgeted position.


James B. Bulkley, Mayor

13.F. Appointment of Trina Osuna as firefighter/EMT/hazmat technician.

MEMORANDUM

DATE: June 16, 2021

TO: City Council Members

FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name of Trina Osuna for appointment to the position of Firefighter/EMT/Hazmat Tech. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter. Ms. Osuna was certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held March 23, 2021.

Trina Osuna is a graduate of Hipps Homeschool in Lyons, NE. She is currently involved in an Internship program with the Columbus Fire Department through Northeast Community College in Norfolk, where she will complete her Paramedic training in July. She is certified as EMT Basic, and has completed her National Incident Management Training. Trina serves as a Volunteer EMT on the West Point Rescue Squad. She is currently employed at Colonial Haven in Beemer, NE as a CNA-MedAid.


James B. Bulkley, Mayor

13.G. Quote from General Traffic Controls, Inc. in the amount of \$23,275 for installation of five battery backup power supply units for traffic lights.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: June 13, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Traffic Light Battery Backup Supply Unit Quote

RECOMMENDATION: To accept the following attached low quote from General Traffic Controls for the installation of 5 Battery Backup Power Supply units. The low quote is \$23,275.00.

DISCUSSION: The city currently has 5 traffic light controlled intersection that do not have battery power backup systems. The backup unit will power the traffic lights up to two hours in the event of power outage or a power interruption. The locations are the three traffic control intersections on the Lost Creek Parkway as well as 27th and 38th Streets on 33rd Ave.

FISCAL IMPACT:

Funds for this project is in the Street CIP budget in the amount of \$25,000.00

SIGNATURE:

By:

Chuck Sliva, Public Works Director

Approved By:

Heather Linsley, Finance Director

Approved By:

Tara Vasicek, City Administrator



CITY OF COLUMBUS QUOTE SHEET FOR PURCHASES

DEPARTMENT: Street Department

CHARGE TO ACCOUNT NUMBER: 200-75510

DEPARTMENT HEAD APPROVAL: *Chuck Ste...*

FINANCE DIRECTOR REVIEW: *Heather Lindley*
(For purchases over \$5,000 to \$40,000)

CITY ADMINISTRATION APPROVAL: *[Signature]*
(For purchases \$5,000 to \$40,000)

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

Date: 6/3/2021 (Up Dated) Time: 2:00 P.M.

Vendor Name: General Traffic Controls

Vendor Employee Name: Amanda Brown

Telephone: (712) 262-1521 Fax: _____

QUOTE FOR: Battery Backup Power Supply Units.

Quote Includes:	Item Totals
Battery Backup Supply Units, all componets and installation.	\$ _____
Price per unit	\$ <u>4,655.00</u>
_____	\$ _____
5 total units will be purchased.	\$ _____
Total of five units	\$ <u>23,275.00</u>
Grand Total	\$ _____

Quote Excludes: _____

Delivery Date: Six Weeks Shipped By: Truck

Shipped F.O.B. (Freight Paid) YES X NO _____

Tax Excluded Non taxed.

City Employee Obtaining Quote: Clete Borchers.



ATTN: Cletus
City of Columbus

QUOTATION NO: 6309 -
DATE: 2/21/2020

PROJECT: Traffic Signal UPS

TERMS: Net 30 days

TAXABLE: No

DELIVERY: 60-90 days ARO

FOB: Destination

FREIGHT: Prepaid

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	4	Traffic Signal Uninterruptible Power Supply Including: SP1250LE Power Conditioner, Bypass Switch, 41Ahr Batteries, Battery Cable To be installed in existing cabinet. Installation included.	\$4,325.00	\$17,300.00
Total Above Equipment				

Handwritten notes in a box:
4-14-21 4,655 \$18,620
\$17,300.00
upclw
6-3-21

Quote is considered lump sum, individual prices given for your convenience. Partial orders are subject to price review.

General Traffic Controls, Inc retains title to all equipment until paid in full.
All past due accounts are subject to a 1.5% per month service charge.

Prices subject to review 30 days from above date.
Should we be favored with your order, it will receive our prompt, personal attention.
THANK YOU!

Very truly yours,
GENERAL TRAFFIC CONTROLS, INC.

Amanda Brown
Amanda Brown

CITY OF COLUMBUS QUOTE SHEET FOR PURCHASES

DEPARTMENT: Street Department

CHARGE TO ACCOUNT NUMBER: 200-75510

DEPARTMENT HEAD APPROVAL: _____

FINANCE DIRECTOR REVIEW: _____

(For purchases over \$5,000 to \$40,000)

CITY ADMINISTRATION APPROVAL: _____

(For purchases \$5,000 to \$40,000)

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

Date: 6/3/2021 (No response to update request) Time: 2:00 P.M.

Vendor Name: Pinkly sales Company

Vendor Employee Name: John Pinkly

Telephone: (405) 755-0858 Fax: _____

QUOTE FOR: Battery Backup Power Supply Units.

Quote Includes:	Item Totals
Battery Backup Supply Units, all componets and installation.	\$ _____
Price per unit	\$ <u>5,424.00</u>
_____	\$ _____
5 total units will be purchased.	\$ _____
Total of five units	\$ <u>27,120.00</u>
Grand Total	\$ <u>27,120.00</u>

Quote Excludes: _____

Delivery Date: Six Weeks Shipped By: Truck

Shipped F.O.B. (Freight Paid) YES X NO _____

Tax Excluded Non taxed.

City Employee Obtaining Quote: Clete Borchers.

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Street Department

CHARGE TO ACCOUNT NUMBER: 200-75510

DEPARTMENT HEAD APPROVAL: _____

FINANCE DIRECTOR REVIEW: _____

(For purchases over \$5,000 to \$40,000)

CITY ADMINISTRATION APPROVAL: _____

(For purchases \$5,000 to \$40,000)

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

Date: 6/3/2021 (Update Per Phone Call) Time: 2:00 P.M.

Vendor Name: Mid America Signal

Vendor Employee Name: Joordan Schwening

Telephone: (405) 755-0858 Fax: _____

QUOTE FOR: Battery Backup Power Supply Units.

Quote Includes:	Item Totals
Battery Backup Supply Units, all componets and installation.	\$ _____
Price per unit	\$ <u>5,770.00</u>
_____	\$ _____
5 total units will be purchased.	\$ _____
Total of five units	\$ <u>28,850.00</u>
Grand Total	\$ <u>28,850.00</u>

Quote Excludes: _____

Delivery Date: Six Weeks Shipped By: Truck

Shipped F.O.B. (Freight Paid) YES X NO _____

Tax Excluded Non taxed.

City Employee Obtaining Quote: Clete Borchers.

13.H. Quote from BKD CPAs & Advisors in the amount of \$57,000 for financial and compliance audit services for fiscal year 2021.



MEMORANDUM

DATE: June 21, 2021
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: Audit Proposal

RECOMMENDATION: Staff recommends that the proposal from BKD CPA's & Advisors to audit our financial statements for \$57,000 for fiscal year 2021 be accepted.

DISCUSSION: Staff solicited proposals for the City of Columbus financial and compliance audit from all CPA firms advertising in the Columbus area, firms that had submitted proposals in prior years and firms that had requested to be notified. We only received one proposal. BKD CPA's & Advisors audits several governmental units, namely Grand Island, Beatrice, Fremont, LaVista, Lincoln and Omaha. No local firms submitted a proposal. Most local firms are not offering audit services at this time, as the requirements for offering audit services are increasing.

FISCAL IMPACT: This annual expense for the audit of the City of Columbus is included in the budget each year under professional services.

ALTERNATIVES: There is no alternative to having an annual audit, as the City of Columbus is required by State Statute to be audited.

CONCURRENCE: _____

SIGNATURE:

DEPARTMENT HEAD: *Heather Lindsley*

CITY ADMINISTRATOR APPROVAL: *Tara Vasicek*

City of Columbus

Quote Sheet for Purchases

Department: Finance Department

Charge to Account Number: 100-100-53200

Department Head Approval: *Heather Lindelag*

Finance Director Review: *Heather Lindelag*
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *[Signature]*
(For Purchases of \$5,000 to \$40,000)

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

Date: _____ Time: _____

Vendor Name: BKD CPAs & Advisors

Vendor Employee Name: Amy Shreck CPA

Telephone: 402-392-1040

Quote For: Audit Services

Quote Includes:	Item Totals:
Financial Statement Audit in Accordance with Government Auditing Standards	\$57,000
Total:	

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: *Heather Lindelag*

May 20, 2021

Ms. Heather Lindsley
Finance Director
City of Columbus
2424 14th Street
Columbus, Nebraska 68602

Dear Ms. Lindsley:

While City of Columbus focuses on fulfilling the mission and vision of your organization, you recognize the importance of receiving quality professional services from a reputable CPA and advisory firm. You need accessible advisors who can provide proactive, tailored guidance, as well as the experience and resources you require. We believe BKD CPAs & Advisors is that firm.

Staying up-to-date with complex reporting requirements and changing accounting standards can prove challenging. Therefore, it is essential to have confidence in your professional advisors. At BKD, our team is armed with knowledge and insight to share best practices, ideas and specific recommendations that can help you maintain strong financial reporting.

We believe our proposal will help you select our firm for timely, efficient and objective services delivered by experienced professionals. We will call you soon to answer questions you may have about this proposal, or you may reach us at the contact information listed below.

Sincerely,



Amy Shreck, CPA
Director
402.392.1040
ashreck@bkd.com

Service Description

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance

BKD's audit approach focuses on areas of higher risk—the uniqueness of your operations, the design of controls you have implemented and the nature of financial statement amounts and disclosures. Auditing standards (promulgated by the public accounting profession) set the technical requirements for our process, ultimately leading to the expression of our opinion on your financial statements.

We strive to deliver a better audit experience through effective technology and proven methodologies, as well as talented and experienced professionals supported by engaged leadership. Communication is one of the most important elements of our service. Our philosophy is to treat you and your team with candor and respect.

We focus on a smooth transition when onboarding new clients and an effective project management approach to deliver our services, including leveraging a secure client portal to exchange information with you. With our existing industry knowledge, we learn the specifics of your operations to assess risk, design our audit approach and gather and review evidence. The quality and content of our audit opinion is ultimately the measure of your and our success in this process.

Compliance Audit in Accordance with the Uniform Guidance

BKD has experience in providing compliance audits in accordance with the Office of Management and Budget (OMB) requirements; many of our higher education, governmental and not-for-profit clients receive some sort of federal funding, either directly or indirectly. We use audit programs and checklists designed specifically for the federal programs we audit. In fact, our firm maintains a database of audit programs for those federal programs most often encountered among our clients.

Approximately one-third of our not-for-profit and governmental clients receive federal funding. Our extensive experience with compliance testing in accordance with OMB requirements can help provide City of Columbus with a Single Audit performed properly and submitted on time.

Your Investment

BKD knows our clients do not like fee surprises. Neither do we. Our goal is to be candid and timely, and we want to answer your questions about fees upfront. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend and the level of professional staff needed.

Proposed Fees

City of Columbus, Nebraska

For the Year Ending

Financial Statement Audit in Accordance with *Government Auditing Standards*

\$57,000

The proposed fees include travel costs, if any, and an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our proposed pricing above does not include time required by us for Single Audit compliance testing in accordance with the Uniform Guidance. Should the City require a Single Audit as a result of the receipt and expenditure of federal awards (i.e. funding received from the Coronavirus Relief Fund and/or American Rescue Plan Act), the proposed fees for this compliance audit would be defined by the program requiring the audit and provided by BKD at that time.

Our estimate of fees does not include any time that may be required to address a restatement of the previously audited financial statements. Accordingly, any such work will be billed based on our hourly rates, which we can provide upon request.

Why Choose BKD

Delivering Value

It is important to monitor expenditures and receive exceptional value for your investments. However, informed consumers understand value is about more than just price. Value from a professional CPA and advisory firm is about the quality of the work and the merit of the advice. Expect BKD's work to be accurate and insightful. We stand behind it. Our Public Company Accounting Oversight Board (PCAOB) inspections and American Institute of CPAs (AICPA) peer reviews demonstrate the firm's record of excellence.

As evidenced by our inclusion in the **INSIDE Public Accounting Best of the Best Firms** list for the last 10 years (as of August 2020), we also offer long-term consistency, exceptional performance and a national network of support and resources. BKD is large enough to help you address a variety of financial issues. At the same time, we pride ourselves on hard work and low overhead, which keep our fees competitive. With our reputation, size, service and experience, you can consider us a good value.



Thought Leadership

BKD advisors are serious about reinforcing their positions as thought leaders in the industries they serve. To help keep you informed about emerging issues in your industry, as well as changes in regulations and accounting and tax methods, we provide **BKD Thoughtware®** webinars, seminars, tailored training sessions, podcasts and articles. Many of these are eligible for continuing professional education (CPE) credit.

Unmatched Client Service®

You want trusted advisors who will deliver exceptional client service, focus on your needs and take the time to address your unique challenges. BKD understands. We take our commitment so seriously, we penned five standards of Unmatched Client Service and supporting guidelines in **The BKD Experience: Unmatched Client Service**, a book that articulates the firm's philosophy and sets expectations for serving clients. Those five standards are Integrity First, True Expertise, Professional Demeanor, Responsive Reliability and Principled Innovation.

13.I. Application of Mark Lambert for preliminary plat of Lambert's Acres Second Addition (East Calle Colombo and South Calle Colombo). (Planning Commission recommends approval.)

The City of **Columbus**

MEMORANDUM

DATE: June 9, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Lambert Acres Second Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Lambert Acres Second Addition. The plat is consistent with the master layout of Lambert Acres and Christopher Cove.

DISCUSSION:

The addition consists of 6 residential lots on the east side of and southern end of East Calle Colombo. A designated stormwater treatment area is provided adjacent and to the east. All street paving and public utilities are in place.

FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis _____

SIGNATURE:

By: _____  _____

Approved By: _____  _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

DATE: May 24, 2021

NAME OF SUBDIVISION: Lambert's Acres Second Subdivision

NAME OF PROPERTY OWNER: Lambert Acres LLC.

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Mark Lambert

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 32226 190th Ave, Columbus, NE 68601

PHONE NUMBER: (402) 910-4430

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lambertmark13@gmail.com

NUMBER OF LOTS IN SUBDIVISION: 6

ADDRESS OF SUBDIVISION: East Calle Colombo

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Owner or Owner's Representative

Clark Grant
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

PRELIMINARY PLAT
LAMBERT'S ACRES SECOND ADDITION

TO THE CITY OF COLUMBUS, LOCATED IN THE SE1/4 OF THE NW1/4
 AND THE NE1/4 OF THE SW1/4, SECTION 21, T17N, R1E OF THE 6th P.M.,
 PLATTE COUNTY, NEBRASKA



KEY MAP
1"=600'

OWNER/DEVELOPER:
 Lambert Acres LLC
 (402) 910-4430
 32228 190th Avenue, Columbus, NE, 68601
 lambertmark13@gmail.com

SURVEYOR/ENGINEER:
 Lynn D. Birka, RLS #497
 Gilmore & Associates
 2870 33rd Avenue
 PO Box 965, Columbus, NE 68602
 (402) 968-2007
 birka@gilmore-engineering.com

ZONING:
 EXISTING: R-1
 PROPOSED: R-1

DESIGNATED STORM WATER FILTRATION AREA

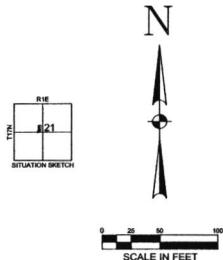
That portion of Lot 25, Lambert's Acres First Addition, City of Columbus, Platte County, Nebraska, lying south of the easterly extension of the south line of Lot 14 of said Lambert's Acres First Addition.

- LEGEND**
- SPECIAL FLOOD HAZARD AREA - ZONE AE
FIRM MAP NO. 31141C0340E
EFFECTIVE DATE: APRIL 19, 2010
 - AREA TO BE DESIGNATED AS
STORM WATER FILTRATION AREA

LEGAL DESCRIPTION

A tract of land located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Lot 14, Lambert's Acres First Addition to the City of Columbus, Platte County, Nebraska, and assuming the south line of the NW 1/4 of Section 21, to have a bearing of S 89° 14'00" W, said point of beginning bears N 37° 02'06" W, a distance of 775.24 feet, from the southwest corner of the NW 1/4 of Section 21; thence N 86° 07'18" E, on the south line of said Lot 14, a distance of 180.00 feet, more or less, to the southeast corner of said Lot 14; thence S 03° 50'13" E, on the west line of Lot 14, Lambert's Acres First Addition, a distance of 961.50 feet, more or less, to the southwest corner of Lot 25; thence S 29° 30'52" W, a distance of 21.41 feet; thence S 51° 43'40" W, a distance of 166.28 feet; thence S 68° 56'48" W, a distance of 97.80 feet, more or less, to the southeast corner of Lot 4, Lambert Acres Townhouse Addition; thence N 05° 24'59" W, on the east line of Lot 4, a distance of 182.84 feet, more or less to the corner of Lot 4; thence N 69° 23'48" W, a distance of 65.39 feet, more or less, to the northeastern corner of Lot 4, said point being on the southeasterly right-of-way line of East Calle Colombo Street; thence northeasterly on the arc of a 323.04-foot radius curve concave northwesterly, and on the southeasterly right-of-way line of East Calle Colombo Street, a distance of 220.76 feet, said curve having a long chord bearing of N 15° 20'56" E, a distance of 216.66 feet; thence N 03° 50'51" W, on the east right-of-way line of East Calle Colombo Street, a distance of 296.65 feet, more or less, to the southwest corner of Lot 14, Lambert's Acres First Addition and the point of beginning, said tract containing 2.84 acres, more or less.



CITY COUNCIL APPROVAL

This preliminary plat of LAMBERT'S ACRES SECOND ADDITION to the City of Columbus, Nebraska, approved by the City Council this ___ day of _____, 2021.

Mayor _____ City Clerk _____

PLANNING COMMISSION

This preliminary plat of LAMBERT'S ACRES SECOND ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this ___ day of _____, 2021.

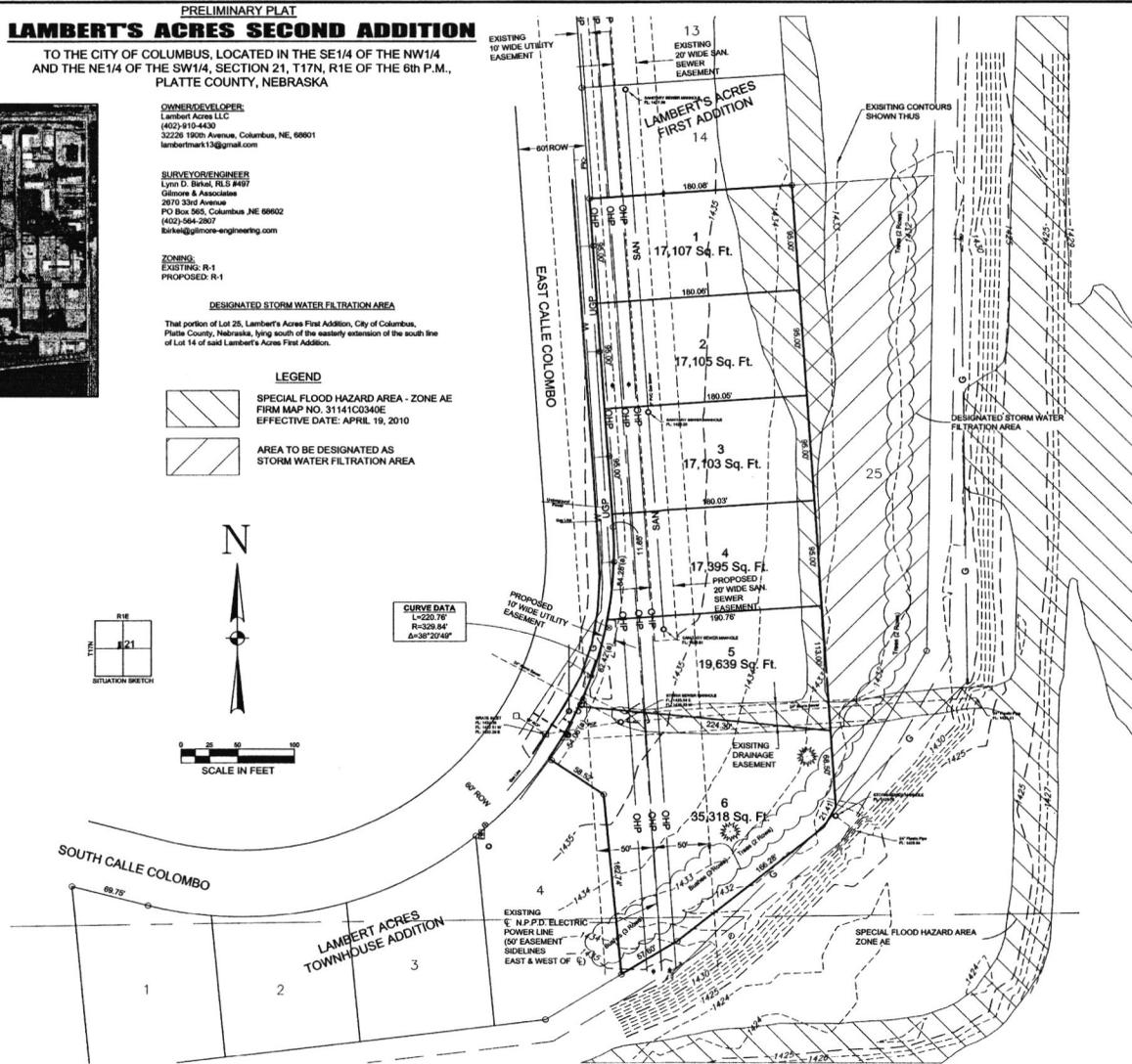
Chairman _____

SURVEYOR'S CERTIFICATE

I, Lynn D. Birka, a Registered Land Surveyor of the State of Nebraska, hereby certify that this Preliminary Plat of LAMBERT'S ACRES SECOND ADDITION was made under my direction.



Lynn D. Birka
 Lynn D. Birka, Nebraska L.S. #497
 Gilmore & Associates, Inc.



Digitally signed by Lynn D. Birka, DN: cn=Lynn D. Birka, o=Gilmore & Associates, Inc., email=lynnd@gilmore-engineering.com, c=US

Lynn D. Birka, Registered Land Surveyor, Nebraska License 15-497
 Gilmore & Associates, Inc.
 2870 33rd Avenue
 Columbus, Nebraska 68602
 (402) 968-2007

GILMORE & ASSOCIATES, INC.
 Engineers, Surveyors

LAMBERT'S ACRES SECOND ADDITION
PT. OF SEC. 21, T17N, R1E OF THE 6TH P.M.,
PLATTE COUNTY, NEBRASKA
PRELIMINARY PLAT

DRAWN BY: GJK
 DATE: 5-18-2021
 SCALE: AS SHOWN
 PROJ: 211887
 P/B: _____

SHEET
 1 of 1

13.J. Public hearing - Application of Mark Lambert for final plat and development agreement of Lambert's Acres Second Addition (East Calle Colombo and South Calle Colombo). (Planning Commission recommends approval.)

**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, June 21, 2021, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and subdivision agreement of Lambert's Acres Second Subdivision, a tract of land located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the southwest corner of Lot 14, Lambert's Acres First Addition to the City of Columbus, Platte County, Nebraska, and assuming the south line of the NW 1/4 of Section 21, to have a bearing of S 89°14'06" W, said point of beginning bears N 33°52'56" W, a distance of 775.24 feet, from the southeast corner of the NW 1/4 of Section 21; thence N 86°07'18" E, on the south line of said Lot 14, a distance of 180.00 feet, more or less, to the southeast corner of said Lot 14; thence S 03°50'13" E, on the west line of Lot 25, Lambert's Acres First Addition, a distance of 561.50 feet, more or less, to the southernmost corner of Lot 25; thence S 29°58'32" W, a distance of 21.41 feet; thence S 51°43'40" W, a distance of 166.28 feet; thence S 58°56'46" W, a distance of 57.60 feet, more or less, to the southeast corner of Lot 4, Lambert Acres Townhouse Addition; thence N 05°24'59" W, on the east line of Lot 4, a distance of 162.64 feet, more or less to the corner of Lot 4; thence N 56°23'49" W, a distance of 55.39 feet, more or less, to the northernmost corner of Lot 4, said point being on the southeasterly right-of-way line of East Calle Colombo Street; thence northeasterly on the arc of a 329.84-foot radius curve concave northwesterly, and on the southeasterly right-of-way line of East Calle Colombo Street, a distance of 220.76 feet, said curve having a long chord bearing of N 15°20'59" E, a distance of 216.66 feet; thence N 03°50'51" W, on the east right-of-way line of East Calle Colombo Street, a distance of 296.65 feet, more or less, to the southwest corner of Lot 14, Lambert's Acres First Addition and the point of beginning, said tract containing 2.84 acres, more or less (East Calle Colombo Street and Southeast Calle Colombo Street) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 06:10:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: June 9, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Lambert Acres Second Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Lambert Acres Second Addition. The plat is consistent with the master layout of the region and the preliminary plat.

DISCUSSION:

The addition consists of 6 residential lots on the east side of and southern end of East Calle Colombo. A designated stormwater treatment area is provided adjacent and to the east. All street paving and public utilities are in place. The final plat is being done the same meeting as the preliminary plat.

FISCAL IMPACT:

None

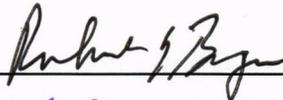
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis _____

SIGNATURE:

By: _____  _____

Approved By: _____  _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**
(CIRCLE ONE)

DATE: May 24, 2021

NAME OF SUBDIVISION: Lambert's Acres Second Subdivision

NAME OF PROPERTY OWNER: Lambert Acres LLC.

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Mark Lambert

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 32226 190th Ave, Columbus, NE 68601

PHONE NUMBER: (402) 910-4430

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lambertmark13@gmail.com

NUMBER OF LOTS IN SUBDIVISION: 6

ADDRESS OF SUBDIVISION: East Calle Colombo

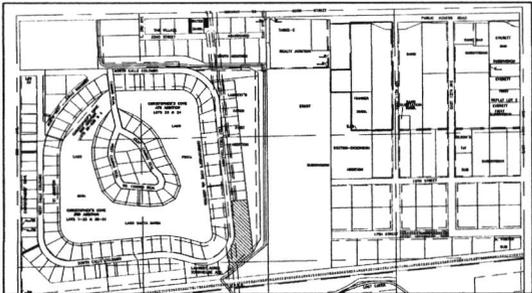
I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Owner or Owner's Representative

Clark Grant
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com



KEY MAP
1"=600'

LEGAL DESCRIPTION

A tract of land located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Beginning at the southwest corner of Lot 14, Lambert's Acres First Addition to the City of Columbus, Platte County, Nebraska, and assuming the south line of the NW 1/4 of Section 21, to have a bearing of S 89°14'00" W, said point of beginning bears N 33°52'56" W, a distance of 775.24 feet, from the southeast corner of the NW 1/4 of Section 21, thence N 86°07'18" E, on the south line of said Lot 14, a distance of 180.00 feet, more or less, to the southeast corner of said Lot 14; thence S 03°52'13" E, on the west line of Lot 25, Lambert's Acres First Addition, a distance of 561.50 feet, more or less, to the southernmost corner of Lot 25, thence S 29°58'52" W, a distance of 21.41 feet, thence S 51°42'40" W, a distance of 180.28 feet, thence S 59°00'40" W, a distance of 57.50 feet, more or less, to the southwest corner of Lot 4, Lambert's Acres Townhouse Addition, thence N 05°24'50" W, on the east line of Lot 4, a distance of 182.64 feet, more or less to the corner of Lot 4, thence N 56°23'49" W, a distance of 55.39 feet, more or less, to the northernmost corner of Lot 4, said point being on the southeasterly right-of-way line of East Calle Colombo Street, thence northeasterly on the arc of a 328.84-foot radius curve concave northeasterly, and on the southeasterly right-of-way line of East Calle Colombo Street, a distance of 220.76 feet, said curve having a long chord bearing of N 15°20'59" E, a distance of 216.66 feet, thence N 03°50'51" W, on the east right-of-way line of East Calle Colombo Street, a distance of 236.65 feet, more or less, to the southwest corner of Lot 14, Lambert's Acres First Addition and the point of beginning, said tract containing 2.64 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Lynn D. Birtek, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, LAMBERT'S ACRES SECOND ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 20th day of MAY, 2021.



Lynn D. Birtek, Nebraska L.S. #697
GILMORE & ASSOCIATES, INC.

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2021.

City Clerk _____ Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

This plat of LAMBERT'S ACRES SECOND ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2021.

Chairman _____

SCHOOL DISTRICT

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

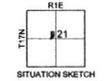
The above plat approved by School District No. 001, Platte County, Nebraska

Secretary _____ President _____

FINAL PLAT
LAMBERT'S ACRES SECOND ADDITION
TO THE CITY OF COLUMBUS, LOCATED IN THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 21, T17N, R1E OF THE 6th P.M., PLATTE COUNTY, NEBRASKA



S/20/2021
211.867
LDB



LEGEND
● Monument Found
○ Set 5/8" x 24" Rebar w/ Plastic Survey Cap
M - Measured Distance
JB - Berry, L.S.#635, Nov 7, 2016
BB - Benck, L.S.#836, Oct 8, 2012
T - Tremel, L.S.#455, May 7, 2007
A - Arc Distance



OWNER/DEVELOPER
Lambert Acres LLC
(402)-910-4430
32226 190th Avenue, Columbus, NE, 68601
lambertmark13@gmail.com

SURVEYOR/ENGINEER
Lynn D. Birtek, R.L.S.#697
Gilmore & Associates
2070 33rd Avenue
PO Box 565, Columbus, NE 68602
(402) 564-2807
birtek@gilmore-engineering.com

DESIGNATED STORM WATER FILTRATION AREA

That portion of Lot 25, Lambert's Acres First Addition, City of Columbus, Platte County, Nebraska, lying south of the easterly extension of the south line of Lot 14 of said Lambert's Acres First Addition.

LEGEND
[Hatched Pattern] SPECIAL FLOOD HAZARD AREA - ZONE AE
FIRM MAP NO. 31141C034DE
EFFECTIVE DATE: APRIL 19, 2010
[Diagonal Line Pattern] AREA TO BE DESIGNATED AS STORM WATER FILTRATION AREA

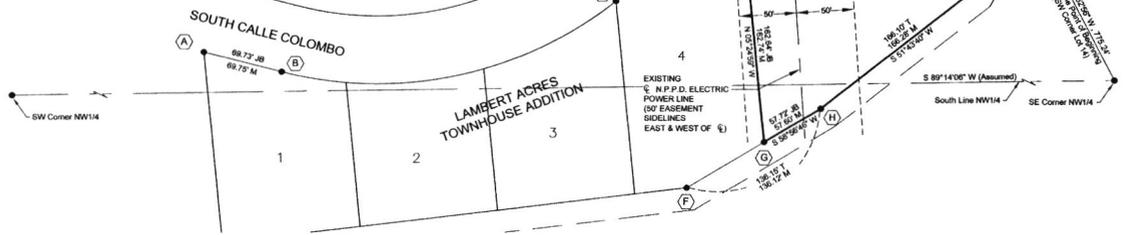
FIELD NOTES - SECTION 21, T17N, R1E

- "A" - Found 5/8" rebar with L.S. #455 plastic cap.
- "B" and "J" - Found 1/2" iron pipe.
- "C", "D", "E", and "G" - Found 5/8" rebar with plastic cap as recorded on Lambert Acres Townhouse Addition, surveyed by John V. Berry, L.S. #535, dated November 7, 2016.
- "F" and "H" - Found 5/8" rebar as recorded on Lambert Acres Townhouse Addition, surveyed by John V. Berry, L.S. #535, dated November 7, 2016.
- "I" - Found 5/8" rebar.
- "K", "L", "M", and "N" - Found 5/8" rebar with plastic cap as recorded on Lambert's Acres First Addition, surveyed by Brian D. Benck, L.S. #536, dated October 8, 2012.

CORNER TIES - SECTION 21, T17N, R1E

Southwest Corner NW 1/4 - Found mag spike with washer in west sidewalk of 3rd Avenue
26.03' SW to bolt on light post
51.18' SE to "K" nails on north side of south bridge rail post
91.80' NW to southeast bolt on light post
27' E to centerline of 3rd Avenue
43.6' W to concrete post in bridge rail

Southeast Corner NW 1/4 - Found 3/4" open top pipe 0' 4" above ground
129' 9" S to top center of a concrete fence post on railroad right-of-way
231.61' to a 3/4" open top pipe in the south right-of-way of the union pacific railroad
499.33' W to 5/8" rebar with plastic cap (SE corner Lot 4, Lambert Acres Townhouse Addition)
271.38' NW to 5/8" rebar (SE Corner Lot 25, Lambert's Acres First Addition)



GILMORE & ASSOCIATES INC.
Engineers - Surveyors
Phone (402) 564-2807
Fax (402) 564-2800
Email birtek@gilmore-engineering.com
Columbus, NE 68602

Please return to:
Clark J. Grant #18570
1464 27th Ave., P.O. Box 455
Columbus, NE 68602-0455
(402)564-3274

LAMBERT'S ACRES SECOND ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of June, 2021, by and between LAMBERT ACRES, 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 Lambert's Acres Second Addition to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 2.84 acres of property.

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

SECTION I

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

A. The Subdivider will install stormwater treatment and sidewalks in accordance with city standards. The Subdivider will be responsible for the design, financing, and construction of said public infrastructure improvements as detailed herein.

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

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

D. 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.

E. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the Americans 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.

F. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider’s expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider’s expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The

Subdivider shall provide a copy of the NOI and SWPPP, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

ATTEST:

CITY OF COLUMBUS

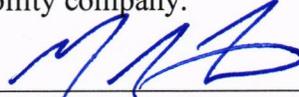
CITY CLERK

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER
Lambert Acres, LLC, a Nebraska limited liability company.



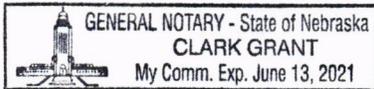
By: Mark Lambert, Manager

Dated this 2nd day of June, 2021.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 2nd day of June, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Mark Lambert, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

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



Notary Public

13.J.1. Resolution No. R21-82 approving final plat and development agreement.

RESOLUTION NO. R21- 82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, LAMBERT'S ACRES FIRST ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND ASSUMING THE SOUTH LINE OF THE NW 1/4 OF SECTION 21, TO HAVE A BEARING OF S 89°14'06" W, SAID POINT OF BEGINNING BEARS N 33°52'56" W, A DISTANCE OF 775.24 FEET, FROM THE SOUTHEAST CORNER OF THE NW 1/4 OF SECTION 21; THENCE N 86°07'18" E, ON THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 180.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE S 03°50'13" E, ON THE WEST LINE OF LOT 25, LAMBERT'S ACRES FIRST ADDITION, A DISTANCE OF 561.50 FEET, MORE OR LESS, TO THE SOUTHERNMOST CORNER OF LOT 25; THENCE S 29°58'32" W, A DISTANCE OF 21.41 FEET; THENCE S 51°43'40" W, A DISTANCE OF 166.28 FEET; THENCE S 58°56'46" W, A DISTANCE OF 57.60 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 4, LAMBERT ACRES TOWNHOUSE ADDITION; THENCE N 05°24'59" W, ON THE EAST LINE OF LOT 4, A DISTANCE OF 162.64 FEET, MORE OR LESS TO THE CORNER OF LOT 4; THENCE N 56°23'49" W, A DISTANCE OF 55.39 FEET, MORE OR LESS, TO THE NORTHERNMOST CORNER OF LOT 4, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST CALLE COLOMBO STREET; THENCE NORTHEASTERLY ON THE ARC OF A 329.84-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, AND ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST CALLE COLOMBO STREET, A DISTANCE OF 220.76 FEET, SAID CURVE HAVING A LONG CHORD BEARING OF N 15°20'59" E, A DISTANCE OF 216.66 FEET; THENCE N 03°50'51" W, ON THE EAST RIGHT-OF-WAY LINE OF EAST CALLE COLOMBO STREET, A DISTANCE OF 296.65 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 14, LAMBERT'S ACRES FIRST ADDITION AND THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.84 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS LAMBERT ACRES SECOND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, AND APPROVING THE DEVELOPMENT AGREEMENT BETWEEN LAMBERT ACRES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF LAMBERT ACRES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY CONCERNING SAID ADDITION INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY.

WHEREAS, Lambert Acres, LLC, a Nebraska limited liability company is the owner of real estate described as follows:

Beginning at the southwest corner of Lot 14, Lambert's Acres First Addition to the City of Columbus, Platte County, Nebraska, and assuming the south line of the NW 1/4 of Section 21, to have a bearing of S 89°14'06" W, said point of beginning bears N 33°52'56" W, a distance of 775.24 feet, from the southeast corner of the NW 1/4 of Section 21; thence N 86°07'18" E, on the south line of said Lot 14, a distance of 180.00 feet, more or less, to the southeast corner of said Lot 14; thence S 03°50'13" E, on the west line of Lot 25, Lambert's Acres First Addition, a distance of 561.50 feet, more or less, to the southernmost corner of Lot 25; thence S 29°58'32" W, a distance of 21.41 feet; thence S 51°43'40" W, a distance of 166.28 feet; thence S 58°56'46" W, a distance of 57.60 feet, more or less, to the southeast corner of Lot 4, Lambert Acres Townhouse Addition; thence N 05°24'59" W, on the east line of Lot 4, a distance of 162.64 feet, more or less to the corner of Lot 4; thence N 56°23'49" W, a distance of 55.39 feet, more or less, to the northernmost corner of Lot 4, said point being on the southeasterly right-of-way line of East Calle Colombo Street; thence northeasterly on the arc of a 329.84-foot radius curve concave northwesterly, and on the southeasterly right-of-way line of East Calle Colombo Street, a distance of 220.76 feet, said curve having a long chord bearing of N 15°20'59" E, a distance of 216.66 feet; thence N 03°50'51" W, on the east right-of-way line of East Calle Colombo Street, a distance of 296.65 feet, more or less, to the southwest corner of Lot 14, Lambert's Acres First Addition and the point of beginning, said tract containing 2.84 acres, more or less;

all of which is presently an unplatted tract of land which is in the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, blocks and lots, streets, avenues and roadways, with appropriate utility easement areas under the name of Lambert Acres Second Addition to the City of Columbus, Platte County, Nebraska; and

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

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utilities easements to the use and benefit of the public, all 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, the plat referred to herein is the plat bearing the certificate of Lynn D. Birkel, Registered Land Surveyor, under the date of May 20, 2021 which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said Addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 001, Columbus, Nebraska; and

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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Lambert Acres Second Addition to the City of Columbus, Nebraska; and

WHEREAS, the Mayor and City Council have held a public hearing on the approval of the Final Plat of said addition and following such public hearing, and having heard all persons appearing at such hearing, by vote, approved said Final Plat; and

WHEREAS, said owner has executed a Development Agreement setting forth the duties and responsibilities of the owner concerning said Addition, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Lambert Acres Second Addition to the City of Columbus, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it as "R-1" (Single-Family Residential) zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Lambert Acres Second Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Lambert Acres, LLC, a Nebraska limited liability company, is the proprietor and owner of real estate of the following described real estate:

Beginning at the southwest corner of Lot 14, Lambert's Acres First Addition to the City of Columbus, Platte County, Nebraska, and assuming the south line of the NW 1/4 of Section 21, to have a bearing of S 89°14'06" W, said point of beginning bears N 33°52'56" W, a distance of 775.24 feet, from the southeast corner of the NW 1/4 of Section 21; thence N 86°07'18" E, on the south line of said Lot 14, a distance of 180.00 feet, more or less, to the southeast corner of said Lot 14; thence S 03°50'13" E, on the west line of Lot 25, Lambert's Acres First Addition, a distance of 561.50 feet, more or less, to the southernmost corner of Lot 25; thence S 29°58'32" W, a distance of 21.41 feet; thence S 51°43'40" W, a distance of 166.28 feet; thence S 58°56'46" W, a distance of 57.60 feet, more or less, to the southeast corner of Lot 4, Lambert Acres Townhouse Addition; thence N 05°24'59" W, on the east line of Lot 4, a distance of 162.64 feet, more or less to the corner of Lot 4; thence N 56°23'49" W, a distance of 55.39 feet, more or less, to the northernmost corner of Lot 4, said point being on the southeasterly right-of-way line of East Calle Colombo Street; thence northeasterly on the arc of a 329.84-foot radius curve concave northwesterly, and on the southeasterly right-of-way line of East Calle Colombo Street, a distance of 220.76 feet, said curve having a long chord bearing of N 15°20'59" E, a distance of 216.66 feet; thence N 03°50'51" W, on the east right-of-way line of East Calle Colombo Street, a distance of 296.65 feet, more or less, to the southwest corner of Lot 14, Lambert's Acres First Addition and the point of beginning, said tract containing 2.84 acres, more or less.

and has caused the above-described real estate to be laid out into lots, blocks, streets, avenues and easement areas, under the name of Lambert's Acres Second Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, streets, and easements belonging to such Addition, a plat of which bearing date of May 20, 2021, and certified by Lynn D. Birkel, registered land surveyor, is attached hereto.

Said owner hereby dedicates the streets, avenues and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for

Please return to:
Clark J. Grant #18570
1464 27th Ave., P.O. Box 455
Columbus, NE 68602-0455
(402)564-3274

LAMBERT'S ACRES SECOND ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of June, 2021, by and between LAMBERT ACRES, 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 Lambert's Acres Second Addition to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 2.84 acres of property.

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

SECTION I

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

A. The Subdivider will install stormwater treatment and sidewalks in accordance with city standards. The Subdivider will be responsible for the design, financing, and construction of said public infrastructure improvements as detailed herein.

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

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

D. 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.

E. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the Americans 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.

F. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider’s expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider’s expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The

Subdivider shall provide a copy of the NOI and SWPPP, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

ATTEST:

CITY OF COLUMBUS

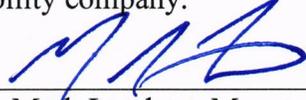
CITY CLERK

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER
Lambert Acres, LLC, a Nebraska limited liability company.



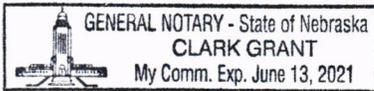
By: Mark Lambert, Manager

Dated this 2nd day of June, 2021.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 2nd day of June, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Mark Lambert, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

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



Notary Public

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

14. RESOLUTIONS

14.A. Resolution No. R21-83 approving contract with Municipal Pipe Tool Co., LLC in the amount of \$131,732.55 for Sanitary Sewer Rehabilitation 2021.

RESOLUTION NO. R21- 83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO MUNICIPAL PIPE TOOL CO., LLC IN THE AMOUNT OF \$131,732.55 FOR SANITARY SEWER REHABILITATION 2021.

WHEREAS, the City of Columbus received bids for Sanitary Sewer Rehabilitation 2021 on June 8, 2021, with Municipal Pipe Tool Co., LLC submitting the lowest bid of \$131,732.55 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Municipal Pipe Tool Co., LLC in the amount of \$131,732.55 for Sanitary Sewer Rehabilitation 2021 be accepted and the mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Sewer Rehabilitation 2021

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Municipal Pipe and Tool Co. LLC in the amount of \$131,732.55. Two bids were received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$150,000.

DISCUSSION:

The project locations are as follows and as shown on the attached map:

- 48th Avenue from Howard Boulevard to 23rd Street
- Alley between 14th and 15th Streets and 25th and 26th Avenues
- 17th Street from 10th to 12th Avenues
- Easement between East 13th and East 14th Avenues and 23rd and 28th Streets
- Undercrossing 23rd Street at 36th Avenue
- Undercrossing 23rd Street at 43rd Avenue
- Easement between 21st Avenue and Pershing Road west of 18th Avenue

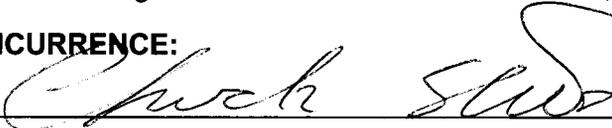
Work includes cast-in-place resin-impregnated flexible tube lining of existing sanitary sewer main and related work. These segments of main has failed due to sewer gases which build up when sewerage is not flowing properly. The cured in place liner will extend the life of the jointed pipes and provide better flows and ease of maintenance.

Design and construction phase services internally by the Engineering Department. If you have any questions or require additional information, please feel free to contact me.

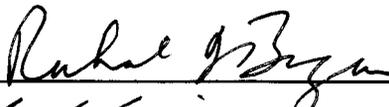
FISCAL IMPACT:

2020/2021 budget CIP 20-94 in the amount of \$150,000.

CONCURRENCE:

By: 

SIGNATURE:

By: 

Approved By: 

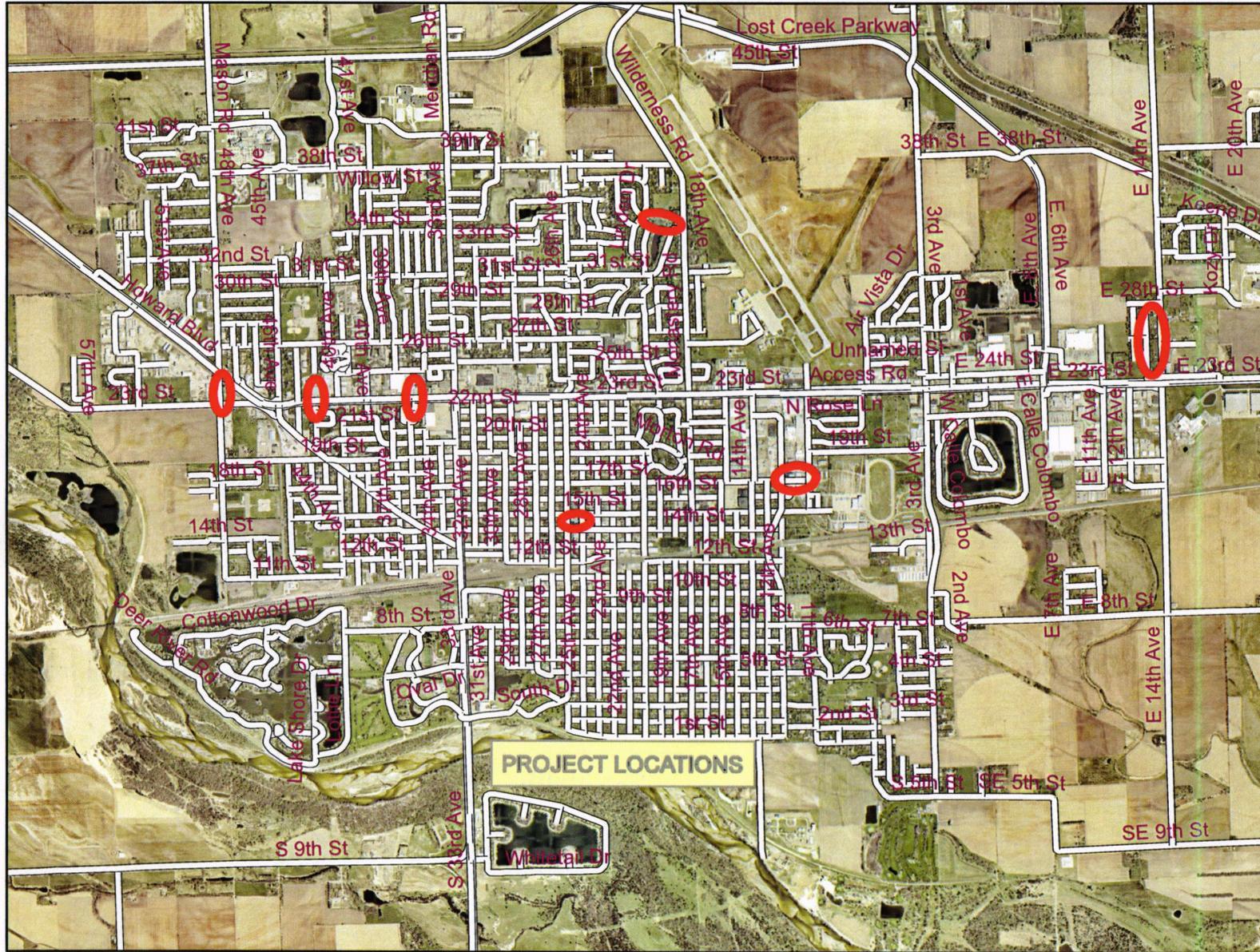
CITY OF COLUMBUS

**BID TABULATION
SANITARY SEWER REHABILITATION 2021
BID OPENING: JUNE 8, 2021 AT 2:00 P.M.**

Contractor: Municipal Pipe Tool Co LLC 515 5 Street PO Box 398 Hudson, IA 50643	Contractor: Midlands Contracting, Inc. PO Box 1065 Kearney NE 68848	Contractor:	Contractor:		
Bid Bond: X	Bid Bond: X	Bid Bond	Bid Bond		
<u>Description</u>	<u>Calendar Days</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
		\$131,732.55	\$148,091.50		
Total Cost		\$131,732.55	\$148,091.50	\$0.00	\$0.00

PROJECT	SANITARY SEWER REHABILITATION 2021		
START DATE	July 20, 2021		
SUBSTANTIAL COMPLETION DATE	September 25, 2021		
FINAL COMPLETION DATE	September 25, 2021		

SANITARY SEWER CIPP REHABILITATION 2021



PROJECT LOCATIONS

- QUANTITIES
- 2155 L.F. OF 6" CLAY PIPE
 - 160 L.F. OF 8" CLAY PIPE
 - 1160 L.F. OF 10" CLAY PIPE
 - 512 L.F. OF 12" RCP PIPE
 - 2-20 L.F. OF CAST IRON PIPE
 - 39+/- SERVICE TAPS

CITY OF COLUMBUS
ENGINEERING DEPARTMENT
COLUMBUS, NEBRASKA



14.B. Resolution No. R21-84 approving agreement with State of Nebraska Department of Economic Development for Site and Building Development Fund Business Recruitment and Expansion Project Contract No. 21-01-103 for Viridis Chemical NE Asset Co 1, LLC in an amount not to exceed \$200,000.

RESOLUTION NO. R21- 84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH THE STATE OF NEBRASKA, DEPARTMENT OF ECONOMIC DEVELOPMENT REGARDING ITS SITE AND BUILDING DEVELOPMENT FUND BUSINESS RECRUITMENT AND EXPANSION PROJECT FOR A PROJECT WITH VIRIDIS CHEMICAL NE ASSET CO 1, LLC, IN THE TOTAL AMOUNT OF \$200,000, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Nebraska Department of Economic Development (herein referred to as "NDED") administers a Site and Building Development Fund (herein referred to as "SBDF") to assist in the development of industry ready sites and buildings in Nebraska; and

WHEREAS, through the SBDF program a local government is an eligible entity to be a recipient of earmarked funds which will in turn be dispersed to the qualifying business after the appropriate documentation and information is provided to NDED, and the requisite approval is received from NDED; and

WHEREAS, Viridis Chemical NE Asset Co 1, LLC, has provided to NDED a business commitment certification for the construction and improvements of a new manufacturing facility located in the City of Columbus; and

WHEREAS, the City was asked to and has submitted the required application for a grant from the SBDF in order to benefit the Viridis Chemical NE Asset Co 1, LLC, project; and

WHEREAS, the Viridis Chemical NE Asset Co 1, LLC, project and the City's application have been approved for SBDF funds in an amount up to \$200,000; and

WHEREAS, in order to proceed NDED requires that the City enter into a contract with NDED regarding this project and memorializing the City's responsibilities and obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that agreement with the State of Nebraska, Department of Economic Development regarding its Site and Building Development Fund Business Recruitment and Expansion Project for a project with Viridis Chemical NE Asset Co 1, LLC, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
SITE AND BUILDING DEVELOPMENT FUND
BUSINESS RECRUITMENT AND EXPANSION PROJECT
CONTRACT NO. 21-01-103**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Columbus, 2424 14th St., Columbus, Nebraska 68601 ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The Site and Building Development Act, codified in Neb. Rev. Stat. §81-12,144 to 81-12,151 ("Act"), was passed by the Nebraska Legislature to enhance economic development in the State of Nebraska through assisting in the provision of industrial-ready sites and buildings in all areas of the State of Nebraska. The Act created the Site and Building Development Fund ("SBDF"), and the Department has been designated to carry out the Act and administer the SBDF. The restrictions and requirements contained within the Act are incorporated herein by this reference.

B. Viridis Chemical NE Asset Co 1, LLC, a high quality ethanol and ethyl acetate producer, ("Business") has provided the Department with a written Business Commitment Certification, dated February 21, 2021, to locate a site at:

A tract of land located in the Northwest Quarter, Section 26, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, being more particularly described as follows: Referring to the Northwest corner of said Northwest Quarter; thence North 809 degrees 59 minutes 52 seconds East, 1395.21 feet on the North line of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds East, 40.72 feet; thence Southeasterly on a 200.00 foot radius curve to the left, 20.67 feet (long chord bears South 56 degrees 55 minutes 45 seconds East, 20.66 feet) then South 59 degrees 53 minutes 25 seconds East, 412.26 feet; thence Southwesterly on a 743.00 foot radius curve to the right, 175.31 feet (long chord bears South 52 degrees 19 minutes 34 seconds East, 174.90 feet); thence South 89 degrees 59 minutes 53 seconds East, 426.78 feet to the point of beginning, containing 5.22 acres more or less; also known as Lot 1 GREENYUG SUBDIVISION to the City of Columbus, Platte County, Nebraska according to the plat recorded in Book 236 page 49 ("Site"),

provided eligible SBDF improvements are made to the Site, specifically renovating the existing plant to increase production capacity of ethyl acetate ("Project"). The Business Commitment Certification is hereby incorporated into this contract by this reference.

C. The Recipient has submitted an application, pursuant to the requirements created by the Department ("Application Guidelines"), for a grant from the SBDF in order to carry out the Project for the benefit of the Business ("Application"). The Department has determined the Recipient is an eligible entity to receive SBDF funds and the Project is generally eligible for assistance under the Act.

D. The Application and the Project have been approved for the purposes and funding amounts set forth in this contract (which may differ from the purposes specified and the amounts sought in the Application). This contract (including any documents incorporated herein by reference) is intended to govern the Department's administration of SBDF funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties as set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of SBDF Funds; Matching Funds; Other Requirements.

Upon satisfaction by the Recipient of the requirements of the Act, the Application Guidelines and this contract, the Department will disburse SBDF funds to the Recipient for the Project in a total amount not to exceed Two Hundred Thousand Dollars (\$200,000).

The SBDF funds will be used to fund the Project, which is further described in the Business Commitment Certification and the Application and which generally involves capital improvement and renovation to existing facilities to increase production capabilities ("Building") on the Site where the Business will locate a ethyl acetate and high quality ethanol production plant.

Disbursements of SBDF funds will not be made as advances to the Recipient, but rather, will only be made after-the-fact of Eligible Expenses having been incurred. Eligible and ineligible expenses are defined and detailed in Part III of this contract. Requests for reimbursement of expenses incurred which are outside the limitations contained in this contract will not be honored.

As a condition of the Department disbursing requested SBDF funds, the minimum matching funds required by the Act must be documented by the Recipient as having been already contributed to the Project. The minimum matching funds requirement applies to and will be assessed as to sufficiency at the time of each and every request for SBDF funds. The minimum amount of matching funds (in money) required is equal to one hundred percent (100%) of the SBDF funds the Recipient is requesting. Under no circumstances may the amount of matching funds be less than one hundred percent (100%) of the amount of SBDF funds provided by the Department to the Recipient; however, only certain types of expenses, detailed in Part III, will count toward the matching funds requirement.

The Sources and Uses of Funds Table in Part III provides information on the anticipated total costs of the Project and the total amount of matching funds anticipated to be

contributed to the Project. In addition to satisfying the minimum matching funds contribution requirement (or otherwise ensuring the matching funds requirement is met), the Recipient is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the amount of SBDF funds provided for the Project, that any and all such costs are paid, and that the Project is completed.

Requirements regarding the form, manner, and timing of requests for reimbursement are specified in Part IV.

§1.02 Term of the Contract.

The term of the contract is from April 26, 2021 to April 25, 2022 (“Contract Term”); therefore, the termination date of the contract will be April 25, 2022 (“Termination Date”). All expenses for which reimbursement is sought must be incurred during the Contract Term, and all Project activities must be completed and all requests for reimbursement must be made on or before the Termination Date.

§1.03 Status Reports and Final Performance Report Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit (in a form and manner acceptable to the Department) semi-annual status reports and a final performance report on the Project. The reports must include a narrative and data (if applicable) reflecting the progress and/or outcome of the Project and any other information the Department may require. The semi-annual status reports are due each January 15th and July 15th that occurs during the Contract Term. The final performance report is due no later than thirty (30) days prior to the Termination Date of this contract. If requested, the Recipient will also submit interim status reports on the Project during the Contract Term subject to reasonable requirements and due dates as determined by the Department.

Failure to provide required status reports or a final performance report to the Department by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. In that event, the Department may immediately terminate this contract and/or require repayment of all SBDF funds disbursed to the Recipient.

All status reports, and the final performance report, must be submitted to the Department via mail to the Nebraska SBDF Program Representative, Nebraska Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509-4666 or via email to Adam.Perkins@nebraska.gov, or such other email address as may be designated by the Department.

§1.04 Business Commitment Certification; Separate Agreement; Failure of Business to Fulfill Commitment.

Through the Business Commitment Certification, the Business committed, in writing, to locate operations on the Site as described in the Recitals and in §1.01. Although the Business provided such written commitment to the Department, the Department is required pursuant to the Act to provide SBDF funds to an eligible recipient (e.g. the Recipient). Therefore, completion of the Project will require coordination and agreement between the Recipient and the Business.

The Recipient is advised to enter into a written agreement with the Business that addresses all areas of concern between the Recipient and the Business regarding the Project. Areas to be addressed by such a separate agreement may include (but are not limited to): addressing responsibility for adhering to SBDF Program requirements, sharing of information to meet reporting requirements, handling payment of and documentation of Project expenses, documenting fulfillment of matching funds requirements, and consequences of failure of the Business to fulfill its written commitment. The Recipient must provide a copy of any such written agreement to the Department upon request.

In the event the Business does not fulfill its commitment to locate operations on the Site or ceases operations on the Site during the Contract Term, the Department may immediately terminate this contract and may require all disbursements of SBDF funds made to the Recipient to be immediately due for repayment to the Department. If the Recipient is required to repay all or any portion of the SBDF funds to the Department, the Recipient may, of course, pursue reimbursement of such funds from the Business through enforcement of whatever contractual arrangements for repayment the Recipient may have with the Business.

§1.05 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this contract.

PART II: [RESERVED].

PART III: SOURCES AND ELIGIBLE USES OF FUNDS.

§3.01 Sources and Uses of Project Funds.

SOURCES→	SBDF Funds	Recipient/ Matching Funds	TOTAL
USES (Project Activities)↓			
Building Renovation/Rehabilitation	\$200,000	\$3,000,000	\$3,200,000
TOTAL	\$200,000	\$3,000,000	\$3,200,000

The Sources of Funds table above reflects:

- The anticipated total costs of the Project.
- The sources and amounts of other matching funds required for the Project.
- The maximum amount of SBDF funds authorized for the Project.

The Recipient is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the amount of SBDF funds provided for the Project, that any and all such costs are paid, and that the Project is completed.

§3.02 Expenses Reimbursable with SBDF Funds.

The Recipient may only request reimbursement for necessary, reasonable, and customary costs, fees, or other expenses that are incurred in completing the Project (“Eligible Expenses”). The Department shall have sole discretion as to the designation of expenses as Eligible Expenses. Expenses which are generally ineligible include, but are not limited to, refinancing of existing debt.

§3.03 Eligible Matching Funds Expenses.

As provided in Part I of this contract, the Recipient is required to contribute matching funds and/or is required to ensure such funds are contributed to the Project in an amount at least equal to one hundred percent (100%) of the amount of SBDF funds provided by the Department to the Recipient for the Project. Only Eligible Expenses will count towards the Project matching funds requirement. The Department shall have sole discretion as to the designation of expenses as eligible for matching funds contributions.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Form, Manner, and Timing for Disbursements of SBDF Funds; Related Requirements.

Prior to making any request for reimbursement, the Recipient must submit all of the following to the Department:

- 1) The State of Nebraska ACH Enrollment Form/IRS Form W-9 (provided by the Department) and any other state or federal tax documentation required by the Department; and,
- 2) A document, signed by the Recipient’s authorized official, which specifically designates the names, addresses, and telephone numbers of any individuals authorized to submit requests for reimbursement on behalf of the Recipient.

Disbursements of SBDF funds will be made to the Recipient as reimbursements for Eligible Expenses in the form and manner determined by the Department. The Recipient may not submit requests for reimbursement more frequently than once per month, unless this limitation is waived by the Department in writing in a particular instance, and the

Department will not honor a request for reimbursement that is less than Ten Thousand Dollars (\$10,000), unless such request is the final request made by the Recipient.

All requests for reimbursement must be submitted, in the form and manner specified by the Department and with adequate documentation substantiating the expenses incurred, via mail to the Nebraska SBDF Program Coordinator, Nebraska Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509-4666 or via email to adam.perkins@nebraska.gov or such other email address as may be designated by the Department.

The requests will be reviewed by the Department to determine compliance with the requirements of the Act, the Application Guidelines, and this contract. If the Recipient has fully complied, the Department will authorize payment of eligible expenses. Upon authorization, payments will be processed through the Department's office in Lincoln, Nebraska and will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department) and in accordance with the requirements of this contract.

§4.02 Default for Failure to Complete Project.

The Department has relied on the information submitted by the Recipient in the Application as material and full and accurate representations of the intent and ability of the Recipient to complete the Project.

If the Recipient does not complete the Project, the Department may immediately terminate this contract and may require all disbursements of SBDF funds to be immediately due for repayment to the Department.

§4.03 Non-performance or Other Breach by the Recipient/Termination for Cause.

In the event of a substantial breach of the provisions of this contract, the Department will be entitled to declare such substantial breach a default and will be entitled to withhold disbursements of SBDF funds to the Recipient, seek repayment of disbursements already made, and/or terminate this contract in whole or in part. The Department may allow the Recipient to cure a breach of this contract; however, allowing the Recipient time to cure a breach does not waive the Department's right to terminate the contract for the same or a different breach which may occur at a different time.

In the event of termination, the Recipient must not incur new obligations after the effective date of the termination.

§4.04 Termination by Mutual Agreement.

This contract may be terminated, in full or in part, prior to the completion of the contract activities if and when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of payments under the contract.

§4.05 Termination Due to Loss of Funds.

This contract will terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund this contract. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.06 Accounting for SBDF Funds by the Recipient; Recordkeeping; Monitoring and Records Access.

The Recipient must account for Project expenses in a manner consistent with generally accepted accounting principles, including maintenance of records, and all Project expenses must be supported by documentation evidencing such expenditures. In addition to maintaining records required to be consistent with generally accepted accounting principles, the Recipient must keep such other records the Department may specifically require for compliance with the SBDF program. The other records required by the Department include, but are not limited to, the following: the Application, this contract, any contract amendments, requests for reimbursement along with supporting documentation of expenses incurred, and correspondence pertaining to this SBDF program grant award.

The records must be retained for at least three (3) years after the Termination Date of this contract. If any claim, litigation, or audit is started before the expiration of the three (3) year period, the records must be retained until all claims, litigation, or audit findings are resolved.

The Department and any other duly authorized official of the State of Nebraska will have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to the Project. The Department may monitor the progress of the Project at any or all of the following times: (1) at the start of the Project, (2) upon each request for reimbursement, (3) at closeout or termination of the Project, or (4) at such other times deemed necessary by the Department.

§4.07 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official (if the Recipient is a unit of general local government) or the Chief

Executive Officer (if the Recipient is not a unit of general local government) of the Recipient is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request an amendment to this contract. Amendments will not be effective until mutually agreed to, in writing, by both parties.

§4.08 Waivers in Writing; No Assignment of Interest; Severability.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Department's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this contract.

The Recipient will not assign any interest in this contract without the written consent of the Department.

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.09 Entire Agreement; Binding Effect; Counterparts; Governing Law.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.10 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the Recipient and its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of this contract.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department. The Recipient will hold the Department harmless from any and all such claims.

§4.12 Permits and Licenses; Compliance with Applicable Law.

The Recipient will procure and pay for all permits, licenses, and approvals necessary for the execution of this contract and the completion of the Project (or otherwise ensure that such permits, licenses, and approvals are procured and paid for).

In addition to complying with the specific laws cited in this contract, the Recipient must comply with all applicable federal and state laws, ordinances, rules, and regulations relating to the activities carried out by the Recipient under this contract.

§4.13 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing under this contract. The Recipient will be responsible to the Department for enforcing this requirement with Recipient's subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default on the contract.

§4.14 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.15 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.16 Registration with the Nebraska Secretary of State’s Office.

The Recipient is required to comply with any applicable State of Nebraska statutory registration requirements pertaining to obtaining authority to transact business in the State of Nebraska and any other similar requirements.

§4.17 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient will inform the Department and, if requested by the Department, include an acknowledgement or reference to the funding made available for the Project under this contract.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

PART V: SPECIAL CONTRACTUAL CONDITIONS.

§5.01 Americans with Disabilities Act (ADA).

The Recipient agrees to comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§5.02 Civil Rights Law and Equal Opportunity Employment.

The Recipient agrees to comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§5.03 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → City of Columbus, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

14.C. Resolution No. R21-85 approving agreement with Viridis Chemical NE Asset Co 1, LLC for funding from Nebraska Department of Economic Development's Site and Building Development Fund in an amount not to exceed \$200,000 for renovation of an existing ethanol plant located at 33 Avenue E 8 Street.

RESOLUTION NO. R21- 85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH VIRIDIS CHEMICAL NE ASSET CO 1, LLC, RELATING TO PROJECT FUNDING FROM THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT'S SITE AND BUILDING DEVELOPMENT FUND IN AN AMOUNT NOT TO EXCEED \$200,000, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Nebraska Department of Economic Development (herein referred to as "NDED") administers a Site and Building Development Fund (herein referred to as "SBDF") to assist in the development of industry ready sites and buildings in Nebraska; and

WHEREAS, through the SBDF program a local government is an eligible entity to be a recipient of earmarked funds which will in turn be dispersed to the qualifying business after the appropriate documentation and information is provided to NDED, and the requisite approval is received from NDED; and

WHEREAS, Viridis Chemical NE Asset Co 1, LLC, has provided to NDED a business commitment certification for the renovating of an existing plant to increase production capacity of ethyl acetate and ethanol, and said facility is located in the City of Columbus; and

WHEREAS, the City was asked to and has submitted the required application for a grant from the SBDF in order to benefit Viridis Chemical NE Asset Co 1, LLC's project; and

WHEREAS, the Viridis Chemical NE Asset Co 1, LLC, project and the City's application have been approved for SBDF funds in an amount not to exceed to \$200,000; and

WHEREAS, the City and Viridis Chemical NE Asset Co 1, LLC, are desirous to enter into an agreement which memorializes their responsibilities and obligations to each other under this program/fund.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that agreement with Viridis Chemical NE Asset Co 1, LLC, relating to project funding from the Nebraska Department of Economic Development's Site and Building Development Fund, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

This Agreement is made and entered into as of the date indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as "CITY"), and Viridis Chemical NE Asset Co 1, LLC (hereinafter referred to as "VIRIDIS").

WHEREAS, the Nebraska Department of Economic Development (herein referred to as "NDED") administers a "Site and Building Development Fund" (herein referred to as "SBDF") to assist in the development of industry ready sites and buildings in Nebraska; and

WHEREAS, through the SBDF program a local government is an eligible entity to be a recipient of earmarked funds which will in turn be dispersed to the qualifying business after the appropriate documentation and information is provided to NDED, and the requisite approval is received from NDED; and

WHEREAS, VIRIDIS has provided to NDED a business commitment certification for the construction and improvements of a new manufacturing facility located in CITY; and

WHEREAS, CITY has submitted the required application for a grant from the SBDF in order to benefit VIRIDIS's project; and

WHEREAS, the VIRIDIS project and the CITY's application have been approved for SBDF funds not to exceed \$200,000; and

WHEREAS, CITY and VIRIDIS are desirous to enter into an Agreement which memorializes their responsibilities and obligations to each other.

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

1. Incorporated Document(s). VIRIDIS has submitted a Business Commitment Certification to NDED. CITY and VIRIDIS acknowledged that in order to secure the funding from SBDF grant, CITY was required to enter into a Contract with NDED (titled "State of Nebraska Department of Economic Development Site and Building Development Fund Business Recruitment and Expansion Project Contract No. 21-01-103). The Parties further acknowledge and agree that the documents mentioned in this section, and any future amendments which may be made to them, are hereby incorporated in their entirety by this reference and are hereby made a part of this Agreement.

2. Grant Amount. VIRIDIS's project and the CITY application have been approved for SBDF funds not to exceed Two Hundred Thousand Dollars (\$200,000.00).

3. Disbursement of Funds. CITY will disperse to VIRIDIS the total amount not exceeding Two Hundred Thousand Dollars (\$200,000.00) of SBDF funds that it receives from NDED and which have been earmarked for this particular project. CITY shall only disperse funds to VIRIDIS which it receives from the SBDF and not funds from other sources. The SBDF funds are only available for "after the act eligible expenses" which have been incurred. What constitutes

an eligible expense can be found in the Documents referred to in Paragraph 1. Should NDED reject and/or deny any request for reimbursement for any reason whatsoever, or should the Contract described in Paragraph 1 with NDED be terminated for any reason whatsoever, the CITY shall not be obligated to provide supplement funding and does not have to otherwise honor said request(s).

4. Use of SBDF Funds. Said SBDF funds shall only be used by VIRIDIS as detailed in Documents referred to in Paragraph 1 which generally involves renovating an existing ethanol plant located at:

A tract of land located in the Northwest Quarter, Section 26, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, being more particularly described as follows: Referring to the Northwest corner of said Northwest Quarter; thence North 809 degrees 59 minutes 52 seconds East, 1395.21 feet on the North line of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds East, 40.72 feet; thence Southeasterly on a 200.00 foot radius curve to the left, 20.67 feet (long chord bears South 56 degrees 55 minutes 45 seconds East, 20.66 feet) then South 59 degrees 53 minutes 25 seconds East, 412.26 feet; thence Southwesterly on a 743.00 foot radius curve to the right, 175.31 feet (long chord bears South 52 degrees 19 minutes 34 seconds East, 174.90 feet); thence South 89 degrees 59 minutes 53 seconds East, 426.78 feet to the point of beginning, containing 5.22 acres more or less; also known as Lot 1 GREENYUG SUBDIVISION to the City of Columbus, Platte County, Nebraska according to the pat recorded in Book 236 page 49 ("Site"),

specifically for the purpose providing improvements to this Site for the increasing the production capacity of high quality ethanol and ethyl acetate.

5. Requirements and Acknowledgments of the Parties. CITY agrees to take all steps necessary to allow for the Contract referred to in Paragraph 1 to be fulfilled. VIRIDIS acknowledges and agrees to be bound by the conditions of said Contract and to fully participate in taking whatever commercially reasonable steps necessary in order to allow CITY to properly and timely complete its obligations. This includes, but is not limited to, VIRIDIS providing CITY with reasonably requested information including status reports, performance reports, documentation of expenses and payments, etc. whenever so requested and prior to the submittal of any request for reimbursement from SBDF program. VIRIDIS further agrees not to interfere in any way with the ability of CITY to carry out its obligations under that Contract. VIRIDIS acknowledges and agrees to provide any and all matching funds that may be required through this grant.

6. Term of Agreement. The term of this Agreement shall commence on April 26, 2021 and be conterminous with and for as long as the Contract described in Paragraph 1 is in effect (i.e. through April 25, 2022, unless otherwise amended).

7. Notices. The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

City of Columbus:

Attn: Tara Vasicek
City Administrator
P.O. Box 1677
Columbus, NE 68602

Viridis Chemical NE Asset Co 1, LLC:

3309 East 8th Street
Columbus, NE 68601

CC:

Attn: COGENCY GLOBAL INC.
5601 S. 69TH STREET
SUITE C
LINCOLN, NE 68515

or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph.

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the fifth (5th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

8. Liability. VIRIDIS shall be liable to CITY for any and all damage(s) and the maintenance/repair expenses caused to CITY's infrastructure, utilities, and/or property caused by: any negligent operation of its facility; the unlawful and/or unpermitted discharge of its product, by-product, or waste by VIRIDIS or its agents; and/or, its failure to fully comply with any requisite permit and/or environmental laws which may apply to VIRIDIS. This provision shall survive any termination or ending of this Agreement and remain applicable to VIRIDIS as long as they operate a facility in Columbus and/or it statutory extra-territorial jurisdiction.

9. Default and Termination of Agreement. If VIRIDIS shall default under any provision of this Agreement, CITY may utilize any and all such remedies as may be available to it in law or in equity. Failure of VIRIDIS to fulfill its obligations under this Agreement shall obligate VIRIDIS to pay all reasonable and foreseeable out of pocket expenses, including reasonable attorney fees incurred by the CITY because of that failure. If CITY is required to repay all or any portion of the SBDF funds that CITY provides to VIRIDIS under this Agreement back to the NDED, then to the extent not the result of the fault or negligence of the CITY, the CITY may pursue reimbursement of such funds from VIRIDIS and VIRIDIS shall immediately reimburse CITY upon written demand for that amount(s). Should the Contract referred to in Paragraph 1 be terminated for any reason, or should funding from the SBDF fund become non-available for any reason, this Agreement shall automatically terminate. Should VIRIDIS not make good faith efforts to fulfill its responsibilities under this contract, then CITY may at its sole discretion terminate this contract immediately. Should VIRIDIS cease operations on the site during the term of their Agreement, then CITY may at its sole discretion terminate this contract immediately. If VIRIDIS files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the

benefit of creditors, then on the occurrence of any such conditions then CITY may at its sole discretion terminate this contract immediately.

10. Non-Waiver. No waiver by CITY of any default shall operate as a waiver of any other default or of the same default on a future occasion.

11. Modification of Agreement. This Agreement may not be modified, altered, changed, or amended except by written instrument executed by the Parties hereto.

12. Applicable Law. CITY and VIRIDIS agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. VIRIDIS shall further comply with any and all Zoning, Permitting, and City Code requirements of CITY and/or the State of Nebraska.

13. Authorization. VIRIDIS's execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions by VIRIDIS, and it does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon VIRIDIS with any law, regulation, or court order that is applicable to VIRIDIS in any way. The individual(s) signing this Agreement on behalf of VIRIDIS has been given the express power to do so and the express power to bind VIRIDIS. A written resolution of the members of VIRIDIS evidencing the company's decision and commitment to enter in to this Agreement and the "State of Nebraska Department of Economic Development Site and Building Development Fund Business Recruitment and Expansion Project Contract No. 21-01-103" Agreement is required to be presented to City prior to the execution of this Agreement.

14. Binding Effect. This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

15. Assignment. No Party shall assign or transfer this Agreement to a third party without the prior written consent of the other party and the NDED.

16. Caption Heading: Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

17. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

18. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the Parties; and, this document embodies a full and complete understanding of the Parties.

Executed this ____ day of _____, 2021, by, Viridis Chemical NE Asset Co 1, LLC.

BY:

of Viridis Chemical NE Asset Co 1, LLC

Executed this ____ day of _____, 2021, by The City of Columbus.

BY:

James Bulkley,
Mayor
City of Columbus

ATTEST:

Janelle Kline,
City Clerk
City of Columbus

APPROVED AS TO FORM:

Neal Valorz,
City Attorney
City of Columbus

14.D. Resolution No. R21-86 approving amendment to intergovernmental agreement with Nebraska Department of Environmental Quality to extend term through June 30, 2022, for operation and maintenance of groundwater extraction and treatment system at the 10th Street superfund site.

RESOLUTION NO. R21- 86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ), TO EXTEND THE TERM TO COMMENCE JULY 1, 2021, AND EXPIRE JUNE 30, 2022, AND INCLUDE A DETAILED BUDGET IN AN AMOUNT NOT TO EXCEED \$110,000, FOR OPERATION AND MAINTENANCE OF THE GROUNDWATER EXTRACTION AND TREATMENT SYSTEM AT THE 10TH STREET SUPERFUND SITE, NDEQ REFERENCE #2015-46685698, 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.

WHEREAS, the Intergovernmental Agreement with the Nebraska Department of Environmental Quality (NEDQ) for operation and maintenance of groundwater extraction and treatment system at the 10th Street Superfund Site, NDEQ Reference #2015-46685698, expires June 30, 2021; and

WHEREAS, an amended agreement, which is attached hereto and incorporated herein by this reference, provides for funding of the local administration, monitoring, and operations of the GETS water system for through June 30, 2022.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that amendment to the intergovernmental agreement with Nebraska Department of Environmental Quality (NDEQ), to extend the term to commence July 1, 2021, and expire June 30, 2022, and include a detailed budget in an amount not to exceed \$110,000, for operation and maintenance of the groundwater extraction and treatment system at the 10th street superfund site, NDEQ reference #2015-46685698, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of *Columbus*

PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

DATE: June 16, 2021

TO: City Administrator/Mayor/City Council

FROM: Chuck Sliva, Director of Public Works

SUBJECT: Intergovernmental Agreement with the Nebraska Department of Environmental Quality for the Groundwater Extraction and Treatment System

RECOMMENDATION: Approval of the Intergovernmental Agreement with Nebraska Department of Environmental Quality for the Operation and Maintenance of a Groundwater Extraction and Treatment System.

DISCUSSION: As the City Council is aware, the City undertook operations of a Groundwater Extraction and Water Treatment System (GETS) jointly with the United States Environmental Protection Agency (US EPA) and the Nebraska Department of Environmental Quality (NDEQ) in 2003. This program involved installation of extraction wells, an extensive monitoring program, water treatment plant improvements, various grants, and operational costs between the US EPA, NDEQ, and the City over the last 10 plus years. Much of the costs for this program have been provided by the US EPA and the NDEQ through direct and grant funding via operational agreements and various amendments.

The current Intergovernmental Agreement with NDEQ, will expire on June 30, 2021. This agreement provides for funding of the local administration, monitoring, and operations of the GETS water system at the 10th Street Superfund Site by the City, with some continued funding by the NDEQ. The Intergovernmental Agreement outlines and includes a detailed scope of work (sampling, staffing, maintenance, monitoring, analysis, recordkeeping, etc.) and budget for the GETS operations. The new Intergovernmental Agreement will be for a one-year period starting July 1, 2021 through June 30, 2022.



FISCAL IMPACT: In anticipation of this Intergovernmental Agreement, the Water Superfund Agreement Budget has been incorporated within the City 2020/21 Water Fund Budget. This amounts to approximately \$110,000 in state grant funds over the next two years.

CONCURRENCE: Heather Lindsley, Finance Director

ALTERNATIVES: Staff makes no alternative recommendation.

SIGNATURES:

Recommendation By:



Chuck Sliva, Public Works Director

Approved By:



Heather Lindsley, Finance Director

Approved By:



Tara Vasicek, City Administrator

INTERGOVERNMENTAL AGREEMENT AMENDMENT
Between the
Nebraska Department of Environment and Energy
and the
City of Columbus
Regarding
Operation and Maintenance of the Groundwater Extraction and Treatment System
Columbus 10th Street Superfund Site
DEQ Reference # 2015-46685698

This Intergovernmental Agreement Amendment (hereinafter "Agreement") is made between the Nebraska Department of Environment and Energy (hereinafter "NDEE"), and the City of Columbus (hereinafter "City") in accordance with Neb. Rev. Stat. Sec. 16-201(4) and Neb. Rev. Stat. Sec. 81-1504(3) of the Nebraska Environmental Protection Act.

NOW, THEREFORE, the parties do hereby agree to the following amendments:

I. AGREEMENT TERM AND AMOUNT

The Term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022. All terms, conditions and provisions of the original Agreement shall remain the same and apply during the amended agreement term. The total amount of funding from NDEE to the City under this Agreement shall not exceed \$110,000 for July 1, 2021 to June 30, 2022.

II. PROJECT DESCRIPTION

A detailed budget for July 1, 2021 to June 30, 2022 is provided in an amended Attachment B.

III. CONDITIONS OF AGREEMENT

B. Financial Administration

1. The City shall perform the work called for under this Agreement pursuant to the budget in the amended Attachment B and the amended Work Description and Schedule in Section III.C.

C. Work Description and Schedule

The City agrees to complete the objectives and work items related to: 1) Actions needed to secure and retain the extraction wells, communications building, and the GETS Plant in an "inactive" status during the term of this agreement; 2) Modification to the GET system piping to allow municipal well W-1 to bypass the GET System and send water directly to the municipal treatment plant; and 3) Modification to the GET system piping to allow extraction wells EW-01R, EW-02C, EW-03 and EW-04 to bypass the GET system and send water directly to the City storm sewer.

IV. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

BY (Print): Kevin Stoner TITLE: Deputy Director

(Signature): _____ DATE: _____

CITY OF COLUMBUS

BY (Print): James B. Bulkley TITLE: Mayor of Columbus

(Signature): _____ DATE: _____

FEDERAL TAX ID NUMBER: 47-6006144

ATTACHMENT B – BUDGET

ATTACHMENT 'B'

06/15/2021

BUDGET REPORT FOR CITY OF COLUMBUS
Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ACTIVITY THRU 09/30/21	2020-21 PROJECTED ACTIVITY	2020-21 AMENDED BUDGET	2021-22 DEPT REQUESTED BUDGET
Dept 522 - SUPERFUND PROJECT							
520-522-43102	FEDERAL GRANTS						
520-522-43410	STATE GRANTS	187,371	72,294	36,318		110,000	110,000
520-522-48000	MISCELLANEOUS REVENUE			787			
520-522-51100	SALARIES AND WAGES	23,083					
520-522-51200	OVERTIME						
520-522-52100	SOCIAL SECURITY						
520-522-52200	GROUP INSURANCE						
520-522-52300	RETIREMENT						
520-522-52600	WORKERS' COMPENSATION	546					
520-522-52700	TRAINING AND TUITION	110					
520-522-54310	BUILDING MAINTENANCE						
520-522-54320	EQUIPMENT MAINTENANCE	41,213	30,241	31,095	52,340	75,000	75,000
520-522-55200	INSURANCE	2,838					
520-522-55640	COMPLIANCE TESTING	2,422					
520-522-55900	MISCELLANEOUS						
520-522-56010	SUPPLIES	289					
520-522-56020	OFFICE SUPPLIES						
520-522-56030	CLEANING SUPPLIES/SERVICE						
520-522-56040	POSTAGE AND FREIGHT	142					
520-522-56050	FUEL						
520-522-56060	CHEMICALS	36,054					
520-522-56090	SMALL TOOLS	11					
520-522-56100	LABORATORY						
520-522-56190	PERSONAL PROTECTIVE SUPP						
520-522-56220	ELECTRICITY	46,181	27,331	2,170	36,360	35,000	35,000
520-522-56230	WATER AND SEWER	231					
520-522-56240	TELEPHONE	874					
520-522-56250	REFUSE						
520-522-56690	SALES TAX REMITTANCE	201					
520-522-57510	CAPITAL-EQUIPMENT						
520-522-57950	DEPRECIATION	37,736	37,736				
NET OF REVENUES/APPROPRIATIONS - 522 - SUPERFUND PROJECT		(4,560)	(23,014)	3,840	(88,700)		

14.E. Resolution No. R21-87 approving Amendment No. 3 to agreement with JEO Consulting Group, Inc. in an amount not to exceed \$47,170 for post-construction accreditation services and coordination as part of the levee improvements project.

RESOLUTION NO. R21- 87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH JEO CONSULTING GROUP, INC. IN THE HOURLY NOT TO EXCEED AMOUNT OF \$47,170 FOR POST-CONSTRUCTION ACCREDITATION SERVICES AND COORDINATION FOR COLUMBUS LEVEE IMPROVEMENTS PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, JEO Consulting Group, Inc. and City of Columbus entered into an agreement to provide design and construction phase services for the Columbus Levee Improvements Project, Resolution No. R15-140 dated November 16, 2015.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 3 to the agreement with JEO Consulting Group, Inc. in the hourly not to exceed amount of \$47,170 for post-construction accreditation services and coordination for Columbus Levee Improvements Project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 15, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amendment No. 3 to Columbus Levee Improvements –Construction Phase Service

RECOMMENDATION:

I recommend approval and signing of Amendment No. 3 to the original Agreement with JEO Consulting Group, Inc. for Columbus Levee Improvements Project in the amount of \$47,170. The initial Services Agreement was R15-140 dated November 16, 2015.

DISCUSSION:

The additional construction and post-construction phase services are required to obtain levee accreditation from the US Army Corps of Engineers (USACE) and allow the Levee Analysis and Mapping Process (LAMP) to proceed on the Lost Creek Flood Control. Services include:

- FEMA internal drainage evaluation updates
- As-built and Operation & Maintenance manual update of USACE repair project
- FEMA embankment protection review
- Levee top post-construction survey
- FEMA coordination during LAMP process
- 23rd Avenue Drainage Channel Improvement Design

Services to be over summer to end of fiscal year. Anticipated initial levee accreditation submittal to FEMA in July.

FISCAL IMPACT:

Hourly not to exceed \$47,170. Part of the 2020-2021 amended budget, CIP 19-26 in the amount of \$350,000.

ALTERNATIVE:

None.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



**AMENDMENT #3 TO AGREEMENT
CITY OF COLUMBUS LEVEE IMPROVEMENTS
JEO PROJECT NO. R090477.02/211D3**

REFERENCE:

Professional Services/Consultant Agreement effective November 16, 2015 (City of Columbus Resolution No. R15-140)

PROJECT DESCRIPTION

Construction of the Levee Improvement project is currently underway. Due to some unforeseen complications with the UPRR, the portion of the toe drain from Sta. 47+90 to 58+05 was delayed. Additional services related to the construction activities for the remaining toe drain are covered in the previously executed Amendment 2.

Additionally, the flood of Spring 2019 also delayed construction. The Loup River Levee was damaged by the flood and the USACE worked with the City of Columbus on necessary repairs. Repairs have been completed. The following repairs need to be incorporated into the final as-built information and accreditation packet for FEMA and the O&M Manual for the City and USACE.

This construction of this area is currently complete as of May 2021. Final accreditation tasks are anticipated in June – July 2021.

Interior Drainage Evaluation Updates

- Due to recent changes by FEMA regarding the application and mapping of interior drainage areas (inside the levee) modifications will be needed to the interior drainage analysis that was originally performed for the design and USACE Section 408 Permit.
- Effort to revise the Interior Drainage Analysis includes 50 hrs of Project Engineer time and 4 hrs of Project Manager time.

Coordination and Review of USACE Repairs

- The USACE repairs to the levee system completed in 2019/2020 will need to be incorporated into the currently complete O&M Manual for the levee as well as the As-Built plans. This task includes a site visit by the Project Manager to document the modifications as well as review of the as-builts prepared by the USACE and incorporation of them into an overall Loup River Levee System As-Built/Record Drawing.
- Effort for the USACE coordination of 2019/2020 modifications includes 20 hrs of Project Engineer time and 16 hrs of CADD/Drafting time.



Embankment Protection Review

- The currently developed information in support of the FEMA accreditation packet includes a hydraulic model of the Loup River system to evaluate riverside embankment protection (Rock Rip Rap). As part of the USACE repairs/modifications in 2019/2020 additional rock rip rap was placed in new areas that were not in the original design or the modification designed by JEO. These new areas will be included in the model and embankment protection analysis.
- Effort to revise the Embankment Protection Analysis includes 14 hrs of Project Engineer time.

Survey of Levee Top

- In an effort to include the most up to date information in the As-Built/Record drawing a limited survey will be completed to update the levee top elevation. During the flood fight effort of 2019 and the subsequent construction of the USACE modifications, significant traffic took place on the levee top and should be documented.
- Effort to revise survey the levee top includes 40 hrs of Surveyor time.

Coordination with FEMA during Loup River Levee Accreditation Review

- Due to the complexities and inter-connectedness of the Loup River and Lost Creek flood protection projects it is anticipated that coordination with FEMA will be necessary to answer questions and attend meetings. The Lost Creek flood protection system is entering into a separate Levee Analysis and Mapping Process (LAMP).
- Effort to coordinate with the City and FEMA during the review process includes 80 hrs of Project Manager time.

Design of Drainage Improvement 23rd Ave Channel

- JEO will develop a plan set for a nuisance drainage issue just west of the 23rd Drainage Ave. Channel. Plan set to include minimal sheets for a new drainage pipe and outlet structure draining the area west of the channel into the channel. It is anticipated that the plan set will include necessary specification notes on the plan sheets and that the City will construct the improvement with their own forces. It is not anticipated that a bidding/letting process will be necessary for this effort. It is not anticipated that this improvement will be considered part of the federal levee system and will not be shown on the levee as-built drawings.



The drawings will be developed utilizing available lidar and previously collected levee topo survey.

- o JEO will include staking for the improvement (one trip @ 4 crew hours)
- o 14 Project Engineer hours @ \$110
- o 14 additional CADD Support hours @ \$100/hr
- o 6 Senior Project Engineer/Manager hours @ \$205
- o 6 Project Surveyor Crew (2-person) hours @ \$200/hr

ADDITIONAL SERVICES NOT INCLUDED

- A. Re-design of construction plans
- B. Additional Information Required by USACE
- C. Floodplain Re-Mapping

PROJECT SCHEDULE

Services described above will be completed as soon as possible pending the completion of construction. Construction of the remaining elements is currently complete. Submittal of initial FEMA TAB information is anticipated for June-July 2021 with coordination and responding to questions over the summer of 2021.

AMENDMENT FEE

The additional fee for the services described above is \$47,170.00 for a total project fee of \$447,534.00. Upon approval of the amendment JEO will update the contract amounts accordingly and bill monthly for services completed.

Interior Drainage Evaluation Updates	\$8,150.00
Coordination and Review of USACE Repairs	\$6,160.00
Embankment Protection Review	\$2,090.00
Survey of Levee Top	\$5,400.00
Coordination with FEMA during Loup River Levee Accreditation Review	\$20,000.00
Design of Drainage Improvement 23 rd Ave Channel	\$5,370.00

Total This Amendment \$47,170.00

TOTAL PROJECT FEE

INITIAL CONTRACT – November 2015	\$319,294.00
AMENDMENT #1 – October 2017	\$43,590.00
AMENDMENT #2 – March 2019	\$37,480.00
AMENDMENT #3 – This Amendment	\$47,170.00

TOTAL AMENDED FEE: \$447,534.00



Owner will be billed monthly for services to date. Invoices are due upon receipt. JEO will provide additional services at your request based on current hourly rate schedule.

Mayor James Bulkley
City of Columbus, Nebraska

Date: _____



Kevin Kruse, PE
Senior Project Manager
Water Resources Department
JEO Consulting Group, Inc.

Date: 6-14-2021

14.F. Resolution No. R21-88 approving agreement with Wilson & Company, Inc. in the amount of \$264,925.34 for professional engineering services for grade separation study.

RESOLUTION NO. R21- 88

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH WILSON & COMPANY, INC. IN THE AMOUNT OF \$264,925.34 FOR ENGINEERING SERVICES FOR THE DOWNTOWN RAILROAD OVERPASS STUDY; A COPY OF SAID AGREEMENT IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an agreement with Wilson & Company, Inc., in the amount of \$264,925.34 for engineering services for the Downtown Railroad Overpass Study, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 17, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Downtown Railroad Overpass Study

RECOMMENDATION:

I recommend approval of the Downtown Railroad Overpass Study Agreement with Wilson & Company Inc in the amount not to exceed \$264,925.34. The City Request for Qualifications selection process was followed.

DISCUSSION:

The study will provide an evaluation and recommendation on the current railroad overpass plan; field and existing data collection; stakeholder and public involvement meetings and materials; provide education and outreach using various platforms; desktop pre-NEPA evaluation; alternative design, aesthetics, and economic development concepts, estimate of probable cost; projected implementation timeline; draft and final report; and related scope of services. Subconsultants include Confluence for aesthetics and public involvement support and Caplan for economic development.

The project will begin immediately upon Wilson & Company's receipt of Notice to Proceed and be completed in spring 2022.

FISCAL IMPACT:

Part of 2020/2021 amended budget in the amount of \$225,000 with any carry over amount placed in the 2021/2022 budget.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

June 16, 2021

Rick J. Bogus, PE
City Engineer
City of Columbus
2424 14th Street
Columbus, NE 68602-1677

Subject: Letter of Agreement – Columbus Downtown Overpass Study (“Agreement”)

Dear Rick Bogus & City of Columbus:

Thank you for selecting Wilson & Company for the Downtown Overpass Study. The following outlines the agreed upon scope of work/services, compensation, timeline, and billing terms:

Project Scope/Services to be Completed:

- 1) See attached scope of services Exhibit A.
- 2) Additional scope and services may be added by supplemental agreement as agreed to by both parties.

Compensation:

See Exhibit B for details of compensation, on a cost-plus fixed fee basis.

Timeline for Completion of Project:

See tentative anticipated schedule as included in Exhibit A.

Billing Terms:

Project invoices will be remitted for payment generally on a four-week billing cycle. Payments shall be made to the Engineer within thirty (30) days of receipt by the City.

If you consent to the scope of work, compensation, schedule, and billing terms outlined above, and once you have reviewed the Standard Terms and Conditions in the attached document, please sign both documents and return by mail.

If you have any questions, you may contact Matt Bryant at (402) 408-4806 or by Matt.Bryant@wilsonco.com.

Sincerely,
WILSON & COMPANY



Nicholas Thomas, PE
Vice President

6/16/2021

Acceptance:

On behalf of City of Columbus, I am authorized to agree to and accept the terms and conditions of this Agreement as outlined above, and hereby authorize Wilson & Company to proceed.

City of Columbus

Name: _____

Title: _____

Date: _____

Columbus Viaduct Work Program / Scope of Work

Project Purpose: Identify and evaluate potential alternatives for at least one combined vehicular and pedestrian grade separated crossing of the UPRR to arrive at a preferred alternative with public support, planning level cost estimate and supporting materials to pursue partner funding for ultimate implementation. The team will investigate a separate stand-alone pedestrian bridge crossing in the downtown area separate from and in addition to the combined vehicular/ped viaduct.

Task 1: Kick-off and Initial Public Outreach

The initial kick-off and public outreach activities will establish the vision for the project and garner input on potential options to explore.

Task 1.1: Develop website

Website page will be developed in coordination with the City to be hosted on the City's website. Materials and updates will be provided to the City periodically as the project progresses.

Task 1.2: Visioning

1.2.A: A community electronic survey/questionnaire will be developed to gain an understanding relating to community desires for the following topics:

- Walkability
- Bikeability
- Vehicular overpass
- Economic Development
- Aesthetics
- Connectivity between commerce on north and south sides of tracks

Additionally, the community will be able to provide location specific information through the use of an interactive map. The survey/questionnaire will be announced using the City's common public announcement methods including using flyers posted at supporting businesses, City Hall and other public spaces. Additionally, the survey link will be shared by the City with the following five groups:

- Envision Columbus 2030
- Downtown Business Association/Improvement Board
- 13th Street Business Association/Neighboring residences and business owners joint meeting
- Chamber Transportation Committee
- City Council/Planning Commission Joint meeting

1.2.B: Compile, review, and provide takeaways to City staff

A booth will be set up at the Columbus Days event in August 13-15 to help bring awareness to the study and the survey. Both will be staffed by a combination of City volunteers and 2 from the Wilson & Company team.

This input will assist in developing a comprehensive vision for the project and downtown area.

Task 2: Plans Review and Existing Conditions Data Collection (9th Street to 15th Street, 30th Ave to 18th Ave)

Task 2.1: Plans Review

The City will provide relevant past plans, data, GIS files and other reference materials that should be incorporated or referenced in the study. The project team will conduct a review of the relevant studies and summarize past recommendations that may be incorporated into the alternatives.

Task 2.2: Data Collection

Data collection will include reviewing readily available data, traffic count data collection and a windshield survey, including:

- 24-hour Vehicle Counts
 - 12th Street/26th Ave
 - 12th Street/23rd Ave
 - 12th Street/33rd Ave (US-81) Viaduct
 - 15th Street/12th Avenue viaduct
 - 15th Street east and west of 23rd Avenue for volumes
 - 14th Street west of 23rd Avenue for westbound traffic
 - 13th Street/west of 23rd Avenue for southbound turning movements
 - 12th Street/west of 23rd Avenue for southbound and westbound volumes
 - 11th Street east and west of 23rd Avenue for volumes
 - 10th Street east and west of 23rd Avenue for volumes
- 24-hour Bicycle/Pedestrian counts
 - 12th Street/26th Ave
 - 12th Street/23rd Ave
 - 12th Street/33rd Ave (US-81) Viaduct
 - 18th Ave rail crossing
 - 15th Street/12th Ave viaduct
 - 15th Street east and west of 23rd Avenue for volumes
 - 14th Street west of 23rd Avenue for westbound traffic
 - 13th Street/west of 23rd Avenue for southbound turning movements
 - 12th Street/west of 23rd Avenue for southbound and westbound volumes
 - 11th Street east and west of 23rd Avenue for volumes
 - 10th Street east and west of 23rd Avenue for volumes
- Downtown intersection traffic control
- Downtown parking inventory by type and restriction
- Land use (validate community plan)
- Future land use (validate community plan)
- Planned/designed projects (public and private)
- Downtown building vacancies
- Historic structures (non SHPO review)
- HAZMAT review (online review)
- Floodplain/drainage (online review)

- Utilities (visual and available City data)
- Environmental Justice (Census data)
- Downtown Sidewalk review (visual review of condition, obstacles and width)
- Downtown area Pedestrian Ramps review (visual review)
- Downtown area Crosswalks (visual review of presence and style)
- Downtown street geometry
- Locations of parks, schools, churches and other community attraction/locations (river to US-30)
- Sales Tax revenues review
- Property taxes review
- Business license structure/information
- Occupancy rates
- Occupancy tax revenues
- Downtown and existing overpasses aesthetics review and photographic inventory

Meetings:

#1; City staff with draft deliverables

#2: A small-group stakeholder meeting with the City and key stakeholders will be held to review the data and survey/questionnaire results to begin framing the concepts.

Deliverable:

An atlas of inventory maps will be developed that summarize the data collection items.

Community survey/questionnaire input summary/online interactive map

Findings and presentation

Task 3: Initial Concept Development

Based on the input from the initial survey/questionnaire, previous plans review and the existing conditions data collection effort, a set of initial grade crossing concepts will be developed and shared with the City. Key aspects of this task include:

- Establishing Design Criteria (ADA, slopes, width, number of lanes, max profile grade, etc...)
- Sketch of previous viable concepts
- Additional viaduct concepts to explore (approximately 3 or 4 concepts)
- Movement of vehicles and people in the downtown (one-way streets vs two-way, parking, paths, etc...).
- Review of parking availability and options
- Review of aesthetic treatment options and desired “brand”

The goal of the concepts will be to create a community-based connection between downtown and the neighborhood to the south and reinforce downtown as a destination.

An initial economic assessment will be conducted to establish the baseline conditions to assess the options against. A key outcome of the viaduct investment is to help make downtown more vibrant.

Categories of aesthetic treatments will be explored to understand opportunity areas associated with the project. Aesthetics will be explored that help tie the downtown with the neighborhood to the south. Elements to be explored include, but not limited to, lighting, form liner treatment, decorative railings, landscaping design, and gateway features. Our team will develop 2-3 different aesthetic treatment options for review and consideration.

Meetings:

#1: City Workshop - Review meeting of initial concepts with City. Alternatives will be refined and key messages will be developed to set up Task 4.

#2: Stakeholders meeting to review concepts and alternatives.

Task 4: Public Involvement Phase 2

The focus of the Phase 2 public involvement activities is to create a common understanding of the opportunities and constraints through educating the public and stakeholders. The survey results and initial concepts developed in Task 3 will be shared in the broader involvement efforts. A brochure/newsletter will be developed for distribution and housed on the City website. An initial set of alternatives, opportunities and constraints, economic development baseline information and aesthetic precedents will be shared in the following forums (6 stake holder meetings and 1 public workshop staffed by 3 consultants and City staff) for key feedback:

- City Council/Planning Commission joint meeting
- UPRR Meeting/NDOT District joint meeting
 - Discussion of property options, overpass pier options, parking land, etc...)
- Envision Columbus 2030
- Downtown Business Association/Improvement Board
- 13th Street Business Association/Neighborhood residences and business owners joint meeting
- Chamber Transportation Committee
- Public/Stakeholder Workshop 1
 - Existing conditions review
 - Where/what are the opportunities
 - Vehicle Connections
 - Pedestrian/Bicycle connections
 - Economic development opportunities
 - Aesthetic treatments
 - Other supporting infrastructure needs (Pedestrian, bicycle, aesthetic, etc...)

The input received during Task 4 will help screen alternatives that do not meet the purpose of the project and refine the viable alternatives to be further developed and evaluated in Task 5.

Task 5: Alternatives Development and Analysis

Task 5 includes detailed alternatives development and analysis. Conceptual layouts will be refined based on the input received during Task 4. This refinement will provide enough detail to quantify impacts and develop preliminary cost estimates for each alternative (up to 3).

Economic development impacts and opportunities will be assessed by alternative to understand potential property owner impacts and how well each alternative may positively or negatively impact the downtown as a whole.

A refined set of aesthetic treatments will be integrated into the alternatives with graphics/renderings/visuals developed to communicate aesthetic opportunities associated with the project. Key aspects of the aesthetic treatments to be explored include, but not limited to:

- Linkage with downtown
- Linkage with the southern neighborhood
- Entry features to the structures
- Fencing opportunities
- Colors and textures
- Landscaping and shade areas
- Lighting
- Seating areas

A second City workshop (staffed by 3 consultants) will be held to arrive at a preferred option to propose to the public and stakeholders in Task 6.

Task 6: Public Involvement Phase 3

The last phase of public involvement will be to share the preferred option with the public for feedback before finalizing the concept. A final set of 2 to 3 renderings will be developed to help communicate the project concept to the general public and key stakeholders in an open house format, located at a venue in the downtown. Final deliverables shared at the public meeting will also be posted to the project website.

(6) Update in-person meetings will be held (staffed by 4 consultants) with the following stakeholders:

- * City Council/Planning Commission joint meeting
 - UPRR /NDOT District joint meeting
 - Envision Columbus 2030
 - Downtown Business Association/Improvement Board
 - 13th Street Business Association/Neighborhood residences and business owners joint meeting
 - Chamber Transportation Committee

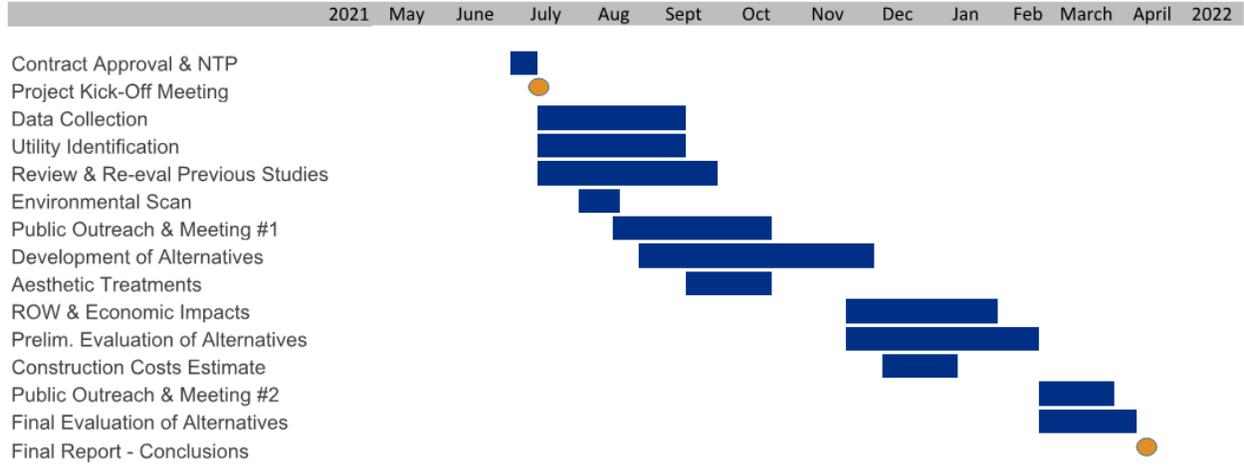
Task 7: Report, Layout and Cost Estimate

A final graphical report presented to the city council depicting the work completed during the study, stakeholder input, the options and the final preferred concept with a conceptual cost estimate will be developed. City to obtain all electronic versions of pictures, reports, tables, graphics and other material for use for public education purposes.

Anticipated Schedule

A proposed general schedule is shown below and is based on an anticipated Notice to Proceed in late June of 2021.

Exhibit A



Consultant's Estimate of Hours

Exhibit B - Preliminary Concepts & Public Involvement

Project Name: Columbus Downtown Railroad Overpass Study

Project Number: _____

Consultant: Wilson & Company

Control Number: _____

Consultant PM: Matt Bryant, (402) 408-4806, Matt.Bryant@wilsonco.com

Date: June 16, 2021

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PM	PL	TL	AL	EL	ENG	PLN	JENG	JPLN	SUP	
Task 0 - Project Management	36	12									48
General Project Management	24										24
Meetings	12	12									24
Task 1 - Kick-off and Initial Public Outreach	1	3							56	16	76
Develop Website		1							24		25
Visioning Questionnaire	1	2							16		19
Columbus Days Booth									16	16	32
Task 2 - Plans Review and Existing Conditions	5	13	10			12	72	32	76	268	488
Plans Review		1					4		8		13
Data Collection - Traffic Counts (10 locations)							4			160	164
Digital Data Collection							4		8	40	52
Downtown Infrastructure Review	1		4			8		16			29
Downtown Parking, Traffic Control and Circulation		1	4				16	16		24	61
Community Features		1							12		13
Environmental Data Collection & Scan							32				32
Economic Data Collection & Baseline		1									1
Downtown Aesthetics Precedents & Review		1									1
Data Atlas		1					4			40	45
City and Stakeholder Meeting	2	2							8		12
Concept Components Refinement	2	2	2			4	4		8		22
Website Updates		1							12		13
Questionnaire/Survey Review and Summary		1							8		9
Columbus Days Input Review and Summary		1					4		12	4	21
Task 3 - Initial Concept Development	17	25	73			40	116	188	80	40	579
Establish Design Criteria	2	1	2			8					13
Sketch Previous Viable Concepts		1				8		24			33
Develop up to 4 Concepts	4	4	8			24		40			80
Assess Traffic Circulation		1	4					40			45
Assess Pedestrian and Bicycle Movements		1	8				12				21
Develop Proposed Circulation System	1	1	8				12	16			38
Develop Proposed Traffic Control System		1	4					8			13
Develop Parking Strategy		1	8					24			33
Assess Initial Economic Impacts		1									1
Assess Initial Environmental Impacts		1					16			16	33
Identify Initial Aesthetic Treatment Opportunities	1	1									2
Identify Gateway Features Concepts		1									1

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PM	PL	TL	AL	EL	ENG	PLN	JENG	JPLN	SUP	
Generate Initial Concept Graphics		1					24				25
Develop Initial Screening Criteria	2	2	2				4	4			14
Conduct Initial Screening	1	1	12				24	24	24		86
Develop Initial Trade-offs Summary	1	1	8				16	8		24	58
Prepare for City Workshop	1	1	4				4		16		26
Hold City Workshop	3	3	3						16		25
Refinements and Updates	1	1	2				4		24		32
Task 4 - Public Involvement Phase 2	14	18	4				27		107		170
Develop Brochure		1					4		24		29
Develop 1-page Newsletter		1					2		16		19
Stakeholder Meeting Prep		1	4				4		16		25
Hold 6 Stakeholder Meetings	10	10					10		12		42
Public Workshop Prep	1	1					4		24		30
Hold Public Workshop	3	3					3		3		12
Generate Summary of Input		1							12		13
Task 5 - Alternatives Development and Analysis	12	18	22			44	30	52	64		242
Refine Conceptual Layouts (2)	2	2	2			16					22
Quantify Utilities Impacts	1		4			8					13
Quantify Buildings/Physical Impacts	1	1				8					10
Quantify Environmental Impacts		1					8		8		17
Refine Traffic Circulation Strategy		1	4					16			21
Refine Bicycle and Pedestrian Circulation Strategy		2	4				16				22
Refine Parking Strategy		1	2					16			19
Quantify Economic Development Opps/Impacts		1									1
Refine Aesthetic Treatments to be used		1									1
Refine Gateway Strategies to be used		1									1
Develop Conceptual Cost Estimates	4		4			8		20			36
Develop Initial Sketch Renderings		1									1
Prepare for City Workshop	1	1	2			4	4		16		28
Hold City Workshop	3	3							8		14
Update Website Materials		1							16		17
Update Graphics		1					2		16		19
Task 6 - Public Involvement Phase 3	14	18	5				12		88		137
Develop 1-page Newsletter		1	2						16		19
Stakeholder Meeting Prep	1	1					4		16		22
Generate 2 to 3 Draft Renderings		1									1
Hold 6 Stakeholder Meetings	10	10					4		16		40
Public Workshop Prep		1					4		16		21
Hold Public Workshop	3	3	3						8		17
Generate Summary of Input		1							16		17

TASKS	PERSONNEL CLASSIFICATIONS										
	PM	PL	TL	AL	EL	ENG	PLN	JENG	JPLN	SUP	Total
Task 7 - Report, Layout and Cost Estimate	3	4	8			8	32	32	76		163
Finalize Renderings of Preferred Alt. (1)	1	1									2
Develop Draft Report		2	4			4	24	16	64		114
Finalize Conceptual Cost Estimate	1		2			4		16			23
Finalize Report	1	1	2				8		12		24
<i>Total Days</i>	<i>12.8</i>	<i>13.9</i>	<i>15.3</i>			<i>13</i>	<i>36.1</i>	<i>38</i>	<i>68</i>	<i>41</i>	<i>238</i>
Total Hours	102	111	122			104	289	304	547	324	1,903

Staffing Plan (CPFF)

Exhibit B - Preliminary Concepts & Public Involvement

Project Name: Columbus Downtown Railroad Overpass Study
Consultant: Wilson & Company
Consultant PM: Matt Bryant, (402) 408-4806, Matt.Bryant@wilsonco.com
Date: June 16, 2021

Project Number: _____
Control Number: _____

#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	ENG	Engineer
2	PL	Planning Lead	7	PLN	Planner
3	TL	Traffic Lead	8	JENG	Junior Engineer
4	AL	Aesthetics Lead	9	JPLN	Junior Planner
5	EL	Economist	10	SUP	Support

Overhead Rate ^[1]
172.29%
Fee for Profit Rate ^[2]
10.00%
FCCM (if applicable)

BLENDING RATES TABLE

Template: T-WB-X1.2 RD Design Phase (rev 03-18-2021) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Project Manager			
Matt Bryant	Project Manager	\$71.00	100%
		Blended Rate:	\$71.00
Planning Lead			
Jim Townsend	Planning Lead	\$77.76	100%
		Blended Rate:	\$77.76
Traffic Lead			
Michael Kramer	Sr. Traffic Engineer	\$55.00	75%
Gabrielle Renner	Sr. Traffic Engineer	\$55.00	25%
		Blended Rate:	\$55.00
Engineer			
Michael Steffensmeier	Engineer	\$43.28	30%
Jonathan Loepf	Engineer	\$46.00	40%
Dustin Yoder	Traffic Specialist	\$43.00	30%
		Blended Rate:	\$44.28
Planner			
Drew Pearson	Planner	\$34.60	50%
Ty Nagle	Planner	\$33.84	20%
Meg Trowbridge	Environmental Specialist	\$37.30	30%
		Blended Rate:	\$35.26
Junior Engineer			
Christina Thibodeau	EIT	\$31.00	40%
Jonathan Dale	EIT	\$31.00	30%
Lorenzo Cornejo	EIT	\$31.00	30%
		Blended Rate:	\$31.00
Junior Planner			
Rebeca Quiroz		\$25.00	50%
Ryan Deeken		\$22.00	50%
		Blended Rate:	\$23.50
Support			
Kristin Manthei	Entry Planner	\$14.52	50%
Alyssa Rokos	Entry Engineer	\$16.00	50%
		Blended Rate:	\$15.26

Direct Expenses

Project Name: Columbus Downtown Railroad Overpass Study

Project Number: _____

Consultant: Wilson & Company

Control Number: _____

Consultant PM: Matt Bryant, (402) 408-4806, Matt.Bryant@wilsonco.com

Date: June 16, 2021

Subconsultants:			Amount
Caplan - Economic Development			\$19,000.00
Confluence - Aesthetics and PI Support			\$50,100.00
Subtotal			\$69,100.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:	2000	\$0.56	\$1,120.00
Subtotal			\$1,120.00
Lodging/Meals:	Qty	Unit Cost	Amount
Motel	8	\$113.00	\$904.00
Meals & Incidentals	8	\$38.50	\$308.00
Subtotal			\$1,212.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$71,432.00

Project Cost & Breakdown

Exhibit B - Preliminary Concepts & Public Involvement

Project Name: Columbus Downtown Railroad Overpass Study
Project Number: _____
Consultant: Wilson & Company
Control Number: _____
Consultant PM: Matt Bryant, (402) 408-4806, Matt.Bryant@wilsonco.com
Date: June 16, 2021

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	102	\$71.00	\$7,242.00
Planning Lead	111	\$77.76	\$8,631.36
Traffic Lead	122	\$55.00	\$6,710.00
Engineer	104	\$44.28	\$4,605.12
Planner	289	\$35.26	\$10,190.14
Junior Engineer	304	\$31.00	\$9,424.00
Junior Planner	547	\$23.50	\$12,854.50
Support	324	\$15.26	\$4,944.24
	1903	Subtotal	\$64,601.36

DIRECT EXPENSES	Amount
Subconsultants:	\$69,100.00
Printing And Reproduction:	
Mileage/Travel:	\$1,120.00
Lodging/Meals:	\$1,212.00
Other Miscellaneous Costs:	
Subtotal	\$71,432.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$64,601.36
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 172.29%	\$111,301.68
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	\$71,432.00
Fee for Profit Rate @ 10.00%	\$17,590.30
TOTAL COST	\$264,925.34

**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
STANDARD TERMS AND CONDITIONS**

- 1. Standard of Care.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2. Compensation.** For the scope of services stated in the attached Agreement, Client agrees to pay Consultant the compensation stated in the attached Agreement. Consultant agrees to submit invoices every four weeks for service, unless otherwise mutually agreed upon in writing by both parties, rendered in the manner and format stated in the attached Agreement.
- 3. Mutual Indemnification.** To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement, as adjudicated in a court of competent jurisdiction, or an arbitration order. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- 4. Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control.
- 5. Dispute Resolution.** Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation, as a condition-precedent to pursuing litigation in a court of competent jurisdiction, or arbitration, unless the parties mutually agree otherwise. Such non-binding mediation, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect as of the date of this Agreement.
- 6. Termination of Contract.** Client may terminate this Agreement with fourteen days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with fourteen days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
- 7. Hazardous Environmental Conditions.** It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
STANDARD TERMS AND CONDITIONS**

- 8. Ownership of Documents.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant’s professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant’s professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant’s written permission, shall be at Client’s sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including reasonable attorneys’ fees, arising out of such reuse by Client or by others acting through Client.
- 9. Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
- 10. Construction Phase Services.** If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
- 11. Opinions of Cost.** When included in Consultant’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant’s experience and qualifications and represent Consultant’s judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor’s methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant’s opinions or estimates of probable construction cost.

Dated this 16 day of June, 2021.

BY CONSULTANT:
Wilson & Company, Inc.,
Engineers & Architects

By: Nicholas Thomas
Print name: Nicholas Thomas, PE
Title: Vice President

BY CLIENT:

By: _____
Print name: _____
Title: _____

14.G. Resolution No. R21-89 approving Amendment No. E to Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company, in the amount of \$466,237 for concrete foundations and aggregate piers as part of the community building project.

RESOLUTION NO. R21- 89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. E TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER FOR CONCRETE FOUNDATIONS AND AGGREGATE PIERS WITH BOYD JONES CONSTRUCTION COMPANY TO THE COLUMBUS COMMUNITY BUILDING IN THE AMOUNT OF \$466,237; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution No. R16-92 approved on August 15, 2016, the City entered into a contract with Boyd Jones Construction Company to provide construction management at risk services to the City; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. E to the Standard Agreement and General Conditions between Owner and Construction Manager for concrete foundations and aggregate piers with Boyd Jones Construction Company to the Columbus Community Building in the amount of \$466,237, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Columbus Community Building, Boyd Jones Construction Company
Amendment E to the Standard Agreement and General Conditions
between Owner and Construction Manager

RECOMMENDATION:

I recommend approval of the authorization of the Mayor sign the Columbus Community Building, Boyd Jones Construction Company Amendment E to the Standard Agreement and General Conditions between Owner and Construction Manager

DISCUSSION:

Amendment E provides Boyd Jones a Limited Notice to Proceed for concrete foundations and aggregate geopiers as designed by BVH Architects. A detailed list of services is listed in Exhibit A of the amendment. The cost of work is at the budgeted costs for such services. The early steel bid package is proactive and based on anticipated cost increases and delivery time extensions in order to assist in keeping the project within the estimated budget and timeline.

The Guaranteed Maximum Price, Substantial Completion Date, and Final Completion Date will be provided in future amendment(s).

FISCAL IMPACT:

Cost plus not to exceed \$466,237. Part of CIP 20-30 for \$9,000,000.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 500.1

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

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

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

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

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

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



ConsensusDocs® 500.1 – Amendment No. 1 to ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager (GMP with Option for Preconstruction Services) - © 2007, Revised September 2018. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.
CONTENT SECURE ID: 364FCCB1-D9FB

AMENDMENT NO. E TO ConsensusDocs® 500

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

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

Dated 06/15/2021.

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

ARTICLE 1 LIMITED NOTICE TO PROCEED

The Owner hereby grants the Construction Manager Notice To Proceed for Work, which shall be referred to as "Foundations and Aggregate Piers". Work shall be performed as defined in Exhibit A. The amount of this Limited Notice To Proceed shall be Four Hundred Sixty-Six Thousand Two Hundred Thirty-Seven Dollars (\$466,237.00) as defined in Exhibit A (Cost-Plus Budget, dated June 21, 2021, 1 page).

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work under this Amendment E is To Be Determined.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work under this Amendment E is: To Be Determined, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of 06/15/2021.

WITNESS: _____

OWNER: City of Columbus, Nebraska

BY: _____

PRINT NAME James Bulkley PRINT TITLE Mayor

WITNESS:  _____

CONSTRUCTION MANAGER: Boyd Jones Construction Company

BY:  _____

PRINT NAME George Schuler PRINT TITLE Senior Vice President of Integrated Services

END OF DOCUMENT.





Previously approved LNTPs:

LNTP #1 – Dated 1/20/2021 - \$315,000 (Temporary Library Space) – Approved on 2/1/2021

LNTP #2 – Dated 3/09/2021 - \$672,887 (Demo & Utilities) – Approved on 3/15/2021

LNTP #3 – Dated 6/7/2021 - \$648,286 (Steel Decking Material) – Approved on 6/7/2021

June 21, 2021

Thank you for the opportunity to provide the following Cost-Plus proposal for the Foundations and Aggregate Piers package.

Pricing is based on:

- Plans and Specifications from BVH dated May 20th, 2021

LNTP #4 – Dated 6/21/2021 - \$466,237 (Foundations and Aggregate Piers)

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

Total Approved LNTP Amount (Including LNTP #1-#4) - \$2,102,410

Exclusions:

- Design Fees.
- Hazardous material abatement and/or surveys including asbestos, HVAC equipment freon, elevator hydraulic fluids, light ballasts, etc.
- Capital Facilities/Utilities Fees, development fees, etc.

14.H. Resolution No. R21-90 approving Memorandum of Understanding with Bird Rides, Inc. to provide non-exclusive services for stand-up electric scooter sharing systems.

RESOLUTION NO. R21- 90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BIRD RIDES, INC. TO PROVIDE NON-EXCLUSIVE SERVICES FOR STAND-UP ELECTRIC SCOOTER SHARING SYSTEMS WITHIN THE CITY'S JURISDICTIONAL BOUNDARIES.

WHEREAS, Bird Rides, Inc. plans to deploy stand-up electric scooter sharing systems within the city's jurisdictional boundaries; and

WHEREAS, stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths.

WHEREAS, Bird Rides, Inc. shall provide easily visible contact information on each stand-up electric scooter; and

WHEREAS, Bird Rides, Inc. shall provide safety education to the public and data to the City to assist with monitoring program usage; and

WHEREAS, the CITY and BIRD RIDES, INC. have negotiated a Memorandum of Understanding which lays out the agreement of the parties concerning the operation, use, indemnification, insurance requirements, and other terms identified in the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Understanding with the Bird Rides, Inc. for non-exclusive services for stand-up electric scooter sharing systems, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: June 17, 2021
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: Bird Rides, Inc. Electric Scooter Program

RECOMMENDATION:

Approve the resolution with Bird Rides, Inc for an electric scooter program in Columbus.

DISCUSSION:

Bird Rides, Inc. reached out to Columbus recently to gauge the interest of the community in their program. Todd Duren with Loup Public Power, Dawson Brunswick with the Chamber and myself all met with Bird Rides, Inc. virtually to learn about the program and ask questions. All of us believe the program would be an added amenity for the community. Bird Rides, Inc. runs their program in many cities across the United States with success. There is no cost to the City or any other entity in Columbus to have this amenity. Scooter riders are charged a \$1 fees to turn on the scooter and approximately \$0.30 cents per miles. Bird Rides, Inc. said the average ride cost approximately \$6-\$7. Rides must be 18 and can only ride where electric devices are allowed.

FISCAL IMPACT:

None.



Memorandum of Understanding

The City of Columbus, Nebraska, a political subdivision, herein “City” will permit Bird Rides, Inc. to provide non-exclusive services under the following terms and limitations. This agreement shall remain in effect until July, 2022 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of the Bird Rides, Inc. Stand-up electric scooter sharing systems within Columbus jurisdictional boundaries.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of stand-up electric scooters who violate these provisions may be fined by Columbus consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) Safety Education: Bird Rides, Inc. will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Columbus (and City’s/County’s employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.’s negligence or willful misconduct, except that Bird Rides, Inc.’s indemnification obligation shall not extend to claims of City’s/County’s (or City’s/County’s employees, agents or affiliates) negligence or willful misconduct. City expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.’s indemnification obligations shall survive for a period of three (3) years after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City’s/County’s negligent construction or maintenance of public infrastructure. City’s right to indemnification shall be contingent on City/County notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Rides, Inc. shall have sole control of any defense; City/County shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Rides, Inc.
- 9) Insurance: Bird Rides, Inc. shall provide City with proof of insurance coverage exclusively for the operation of stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate, and include the City as an additional insured; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate; and (c) where Bird Rides, Inc. employs persons within the City/County, Workers’ Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the following address:

City of Columbus, NE
P.O. Box 1677
Columbus, NE 68602-1677

Electronic communications shall be made to: tara.vasicek@columbusne.us

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird Rides, Inc. use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of Nebraska.

City of Columbus, Nebraska

Bird Rides, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Hello, Columbus

2021





What is Bird?

Dockless electric micro-mobility vehicle sharing company.

Our mission is make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative.



Solve last-mile problem and connect more residents to transit options



Reduce congestion and over-reliance on cars



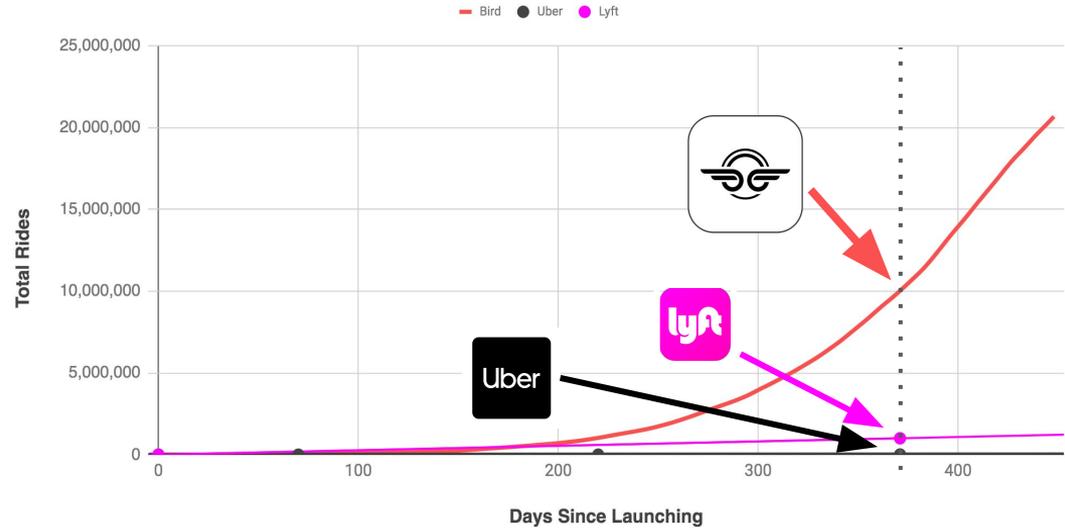
Improve air quality and reduce GHG emissions



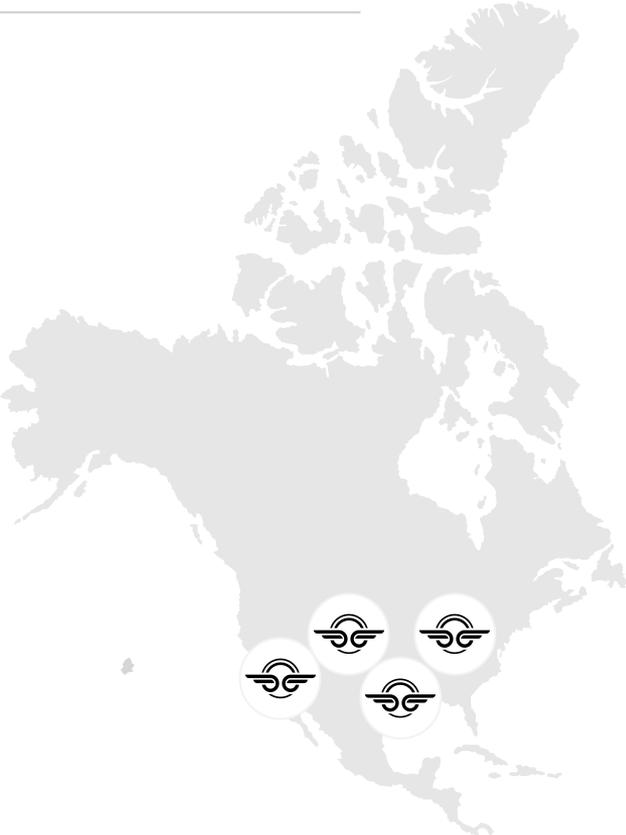
Improve the overall quality of life in cities

How It Started

- Founded in 2017 Bird saw instant success and popularity.
- Over 10 Million rides within the first year.
- Fastest company to reach 1B valuation.
- Currently live in 150 cities globally.
- Quickly learned what to do and what not to do.



Comparable Markets



City	Population
Fort Scott, KS	7,700
Sebring, FL	10,300
Great Bend, KS	15,300
Hermiston, OR	18,700
Mason City, IA	27,200
Russellville, AR	29,100
Tooele, UT	34,500
Wauwatosa, WI	47,900
Enid, OK	50,300
Ogden, UT	86,000

How it works

New riders must download the Bird app, sign our user agreement, verify their age (18+), add a credit card, and go through educational tutorials.



1

**FIND BIRDS
ON THE MAP**

2

**SCAN QR TO
BEGIN RIDE**

3

**WATCH SAFETY
TUTORIAL**

4

**ENJOY THE
RIDE!**

The Dockless Model

Riders follow local rules (like a bicyclist would).

Users ride anywhere within the designated 'operating zone'.

Follow prompts on the app and park in the 'furniture zone' out of the way of pedestrians and ensuring ADA compliance.

Vehicle waits for next rider or is moved by the 'Fleet Manager'



Equitable Pricing Options

Standard Pricing

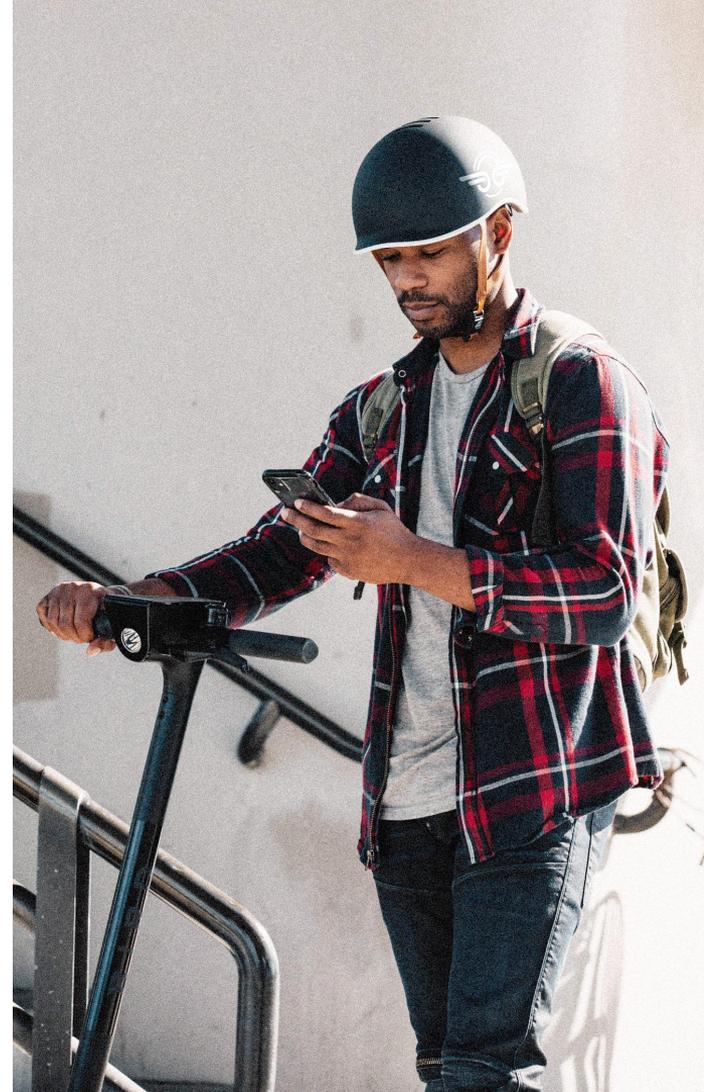
\$1+ a per minute fee. Averaging ~\$5 a ride.

Bird Access

Discount program available to low-income riders for those who are enrolled or eligible for a government assistance program.

Community

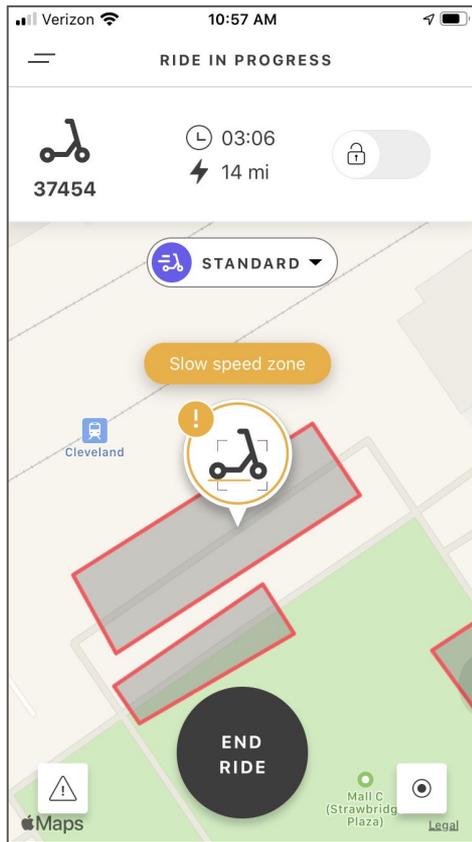
Discount program available to veterans, senior citizens, healthcare workers, students with grants, and select community groups.





Slow zone

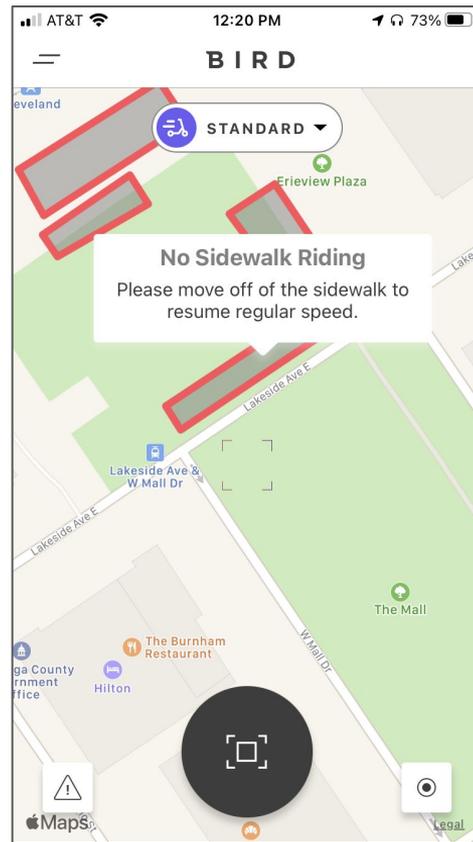
When riders enter a planned slow zone (e.g. a crowded area) they are notified by a vehicle sound and in-app notification before their vehicles safely reduce speed.



Slow Zone

No-ride zone

When riders enter a designated no-ride zone, vehicles will safely slow to a complete stop. Riders are notified by a vehicle sound and an in-app notification.



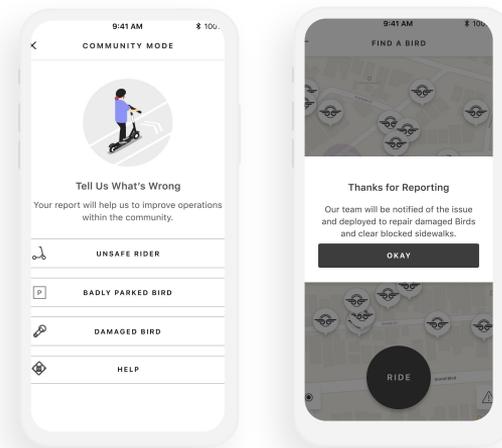
No Ride Zone

Customer Service

Our customer service phone number along with our e-mail address are clearly displayed on each of our scooters to report any concerns or to ask questions.



Our **Community Mode** enables both riders and non-riders to notify Bird of improperly parked scooters directly through the Bird app.



Fleet Manager

Contract with a local who is responsible for the assigned fleet including charging, repairs, and various performance tasks.

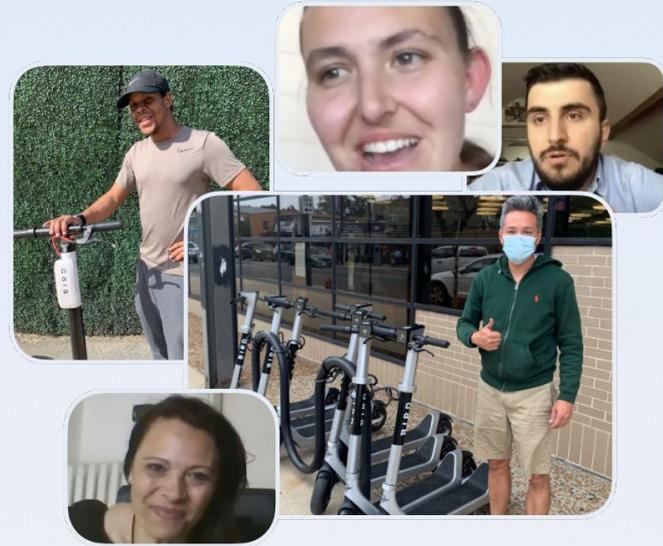
The winning combination:

Local Touch:

- ✓ Deep community ties, and local pride/knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ No abandoned scooters
- ✓ Aligned incentives

Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles
- ✓ Zero startup cost to Fleet Manager or City!



“

I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job.

- Mark, Azbri Productions, Nashville

”

Addressing Clutter Concerns

Bird's future relies on properly integrating dockless micromobility into our society



Stencil a parking zone as a visual marker for riders.

In-app tutorials and notifications remind and teach riders how and where to park.

Bird requires the user to take a picture of where they parked. Frequent banners and instructions.

Give a reward when users park correctly.

Harnessing the power of our data for smart city planning and operations

Columbus Proposal

- ✓ **# of Vehicles:** 75-100
- ✓ **Fleet Managers:** 1
- ✓ **Key staging areas:** TBD
- ✓ **Prohibited Areas:** TBD
- ✓ **Launch Date:** July
- ✓ **Approval Document:** MoU





Thank you



15. ORDINANCES ON FIRST READING

- 15.A. Ordinance No. 21-24 approving purchase agreement with Samson Green Solutions LLC in the amount of \$40,000 for purchase of city owned property located at 1365 24 Avenue (old Gene Steffy building and lot).

ORDINANCE NO. 21-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PURCHASE AGREEMENT WITH SAMSON GREEN SOLUTIONS LLC, WHEREIN THE CITY WILL SELL PROPERTY LOCATED AT 1365 24 AVENUE (OLD GENE STEFFY BUILDING AND LOT AND LOT), AND WHICH MORE PARTICULARLY IS DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$40,000; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the City of Columbus statutorily has the power to sell and convey real estate owned by itself after providing a public hearing, passing an ordinance, and the expiration of a remonstrance; and,

WHEREAS, the City owns the real property located at:

LOTS 2, 3, AND THE SOUTH 69.5 FEET OF LOT 4, BLOCK 60, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

and,

WHEREAS, this property is generally known as the old Gene Steffy Building and Lot located in downtown Columbus; and

WHEREAS, the City has received a proposal from Samson Green Solutions LLC to purchase the aforementioned property for Forty Thousand Dollars (\$40,000) which they intend to convert the existing building into offices, collaborative open space, and a coffee shop/tap room; and

WHEREAS, the City of Columbus desires to proceed with the sale of said property subject to the terms of purchase agreement, a copy of said agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, notice of such sale and conveyance of real estate shall be published in the Columbus Telegram as required by statute.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement with Samson Green Solutions LLC, for the sale of the aforementioned real property at a price of Forty Thousand Dollars (\$40,000), 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 ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall become effective from and after the date of its passage, approval, publication or posting, and remonstrance period as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



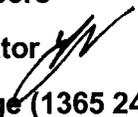
The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: June 16, 2021
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator 
RE: Sale of Old Gene Steffy Garage (1365 24th Avenue)

RECOMMENDATION:

Approve the purchase agreement with Samson Green Solutions LLC, Inc for 1365 24th Avenue.

DISCUSSION:

The Public Property Committee and City Council authorized soliciting proposals for the purchase and renovation of the old Gene Steffy garage located at 1365 24th Avenue. One proposal was received from Samson Green Solutions LLC, Inc. The proposal is to purchase and renovate the building into a multi-use space to potentially include office space for graphic designers and other managed services, collaborative open space and a coffee shop / tap room. They will also be renovating the outdoor area to include seating, workspace and parking. The full proposal is attached to the purchase agreement.

FISCAL IMPACT:

\$40,000 revenue and a downtown property that will be owned by a private entity who plans to invest approximately \$2.5 million dollars in the property.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between Samson Green Solutions LLC, Inc., located at 2204 14th Street, Columbus, Nebraska, 68601 (hereinafter referred to as the "Buyer"), and City of Columbus, a municipal corporation, 2424 14th Street, Columbus, Nebraska, 68602 (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plot, piece and parcel of land, situated, lying and being in Platte County, Nebraska hereinafter referred to as "Property" and more particularly described as follows:

LOTS 2, 3, AND THE SOUTH 69.5 FEET OF LOT 4, BLOCK 60,
ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY,
NEBRASKA.

No personal property is included in this purchase.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of Forty Thousand Dollars (\$40,000) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- Forty Thousand Dollars (\$40,000) on the date of closing.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place thirty (30) days after the successful conclusion of the statutory remonstrance period (which is set forth in Neb. Rev. Stat. § 16-202) or on _____ 2021, whichever occurs later. Closing will be at a location as will be mutually agreed upon by the parties. The date, time, and location of closing may be amended by the Agreement of both parties. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and, shall pay those at or before closing. Upon closing Seller shall furnish Buyer a Quitclaim Deed conveying title to the Property.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Buyer shall have the limited right to have access to the Property for the purposes or conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2020 and all prior years will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes for the tax year of 2021 shall be prorated as of the date of closing. Real estate taxes will be prorated based on the basis of the Platte County Assessor's current evaluation, and the most recently certified mail levy as of the date of proration. Any special assessment currently assessed or which may become assessed after the date of this agreement but prior to the closing date will be paid by the Seller prior to closing. Buyers assume all assessments and special taxes subsequent to the closing date.

5. **PROPERTY INSURANCE.** During the term of this Agreement, and until full payment of the purchase price hereunder, Seller shall secure, maintain and pay the premiums for

the Property. Such insurance shall be written by a sound and reputable insurance company, in the full insurable value of all the Property to be insured. All policies of insurance shall provide that losses thereunder shall be paid to the parties hereto as their interest may appear. The insurance to be maintained as herein provided shall insure against loss by fire, tornado, flood, hail storm, vandalism and negligence. All premiums for such insurance shall be paid by Seller when due and prior to delinquency. Seller shall also maintain liability insurance in a reasonable amount for the mutual benefit and protection of the parties hereto.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. §16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and affect. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **CONDITION OF PROPERTY.** The Property and all buildings, improvements, and fixtures located thereon, is being sold "AS IS" as of the date of closing and no representations, express or implied, are made as to the nature or condition of the Property.

8. **UTILITIES.** Any and all amounts for utilities due and owing for dates before the closing of this transaction shall be the responsibility of the Seller.

9. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** Buyer acknowledges that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this property is not residential; and, that no lead based paid disclosure and lead based hazards form is required.

10. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss to the relation shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

11. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owners of the Property. Seller agree to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easement of record, and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured,

Buyer may elect to cancel this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

12. **DEVELOPMENT OF PROPERTY.** Barring any conditions outside the control of the Buyer, the Buyer agrees to develop the Property in a manner substantially similar to what was described in its Proposal submitted to Seller in response to Seller's Request of Proposals regarding the Property. A copy of this Buyer's proposal is attached hereto as "EXHIBIT A" and is hereby incorporated in its entirety by this reference. Buyer shall further comply with any and all Zoning, Permitting, and City Code requirements of the City of Columbus and the State of Nebraska.

13. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Seller at:
 - o City of Columbus
Attn: City Administrator
2424 14th Street
Columbus, Nebraska, 68601
- Buyer at:
 - o Samson Green Solutions LLC
Attn: Scott Mueller
2204 14th Street
Columbus, Nebraska 68601

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above

14. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

15. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

17. **BINDING EFFECT.** The Contract shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

18. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

19. **CAPTION HEADINGS.** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

20. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

21. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which the all Parties have signed and approved this Agreement.

22. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions of the Agreement and all which other provisions shall remain in full force and effect.

23. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

IN WITNESS WHEREOF, the Seller executed this Agreement effective this ____ day of _____, 2021:

City of Columbus:

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

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

IN WITNESS WHEREOF, the Buyer has executed this Agreement effective this ____ day of _____, 2021:

Samson Green Solutions LLC:

By: Scott Mueller, as member and authorized
agent of Samson Green Solutions LLC.

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Scott Mueller, as member and authorized agent of Samson Green Solutions LLC., known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2021.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

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

Dated this ___ day of _____, 2021.

Notary Public

EXHIBIT A

Redevelopment Proposal From Samson Inc.



Former Steffy Building Redevelopment Project

A. Detailed description of the proposal.

The objective of the Former Steffy Building Redevelopment Project is to create a space in downtown Columbus for Information Technology companies and entrepreneurs to collaborate and work. The resulting goal would be to increase employment opportunities for technology and start-up businesses which will lead to an increase in demand for housing and entertainment in the historic downtown area.

The concept is to convert the existing building into offices for graphic design and managed services, collaborative open space and a coffee shop / tap room. The outdoor area will also be enhanced with an exterior makeover and green space that includes outdoor seating / workspace and parking. We will work to maintain the historical integrity of the building while providing an architectural significant working environment.

B. Listing of organization(s) who are included in the development. This should include the primary areas of responsibility of each organization.

Samson, Inc and / or Samson Green Solutions are the primary organizations that will have planning and execution control. Scott Mueller, President of both companies, will be the management representative for the entire project. We are also in discussions with four other organizations that are interested stakeholders but have not made a financial or operational commitment. Once the request is approved, we will finalize details for them to review. Should the tenant(s) have desire to participate in the ownership of the project a separate entity will be structured. Central Community College – Columbus will serve in a consulting capacity as we develop the collaborative / entrepreneur center. This center will serve to support start-up businesses by providing them space to meet clients and collaborate with others to enhance their start-up business.

C. Purchase Price.

Samson is offering a \$40,000 purchase price for the designated property.

D. Financing plan for the entire project and proof of funds.

Samson will work with Great Plains State Bank for financing. The initial purchase price and startup costs will be covered through operating costs of the company. Renovation

costs will be financed to each build out that is performed for the tenant. Appraisals, as finished, will be requested with the corresponding financing. A letter from Great Plains State Bank is attached for your referral.

E. Business Plan for the finished space.

Once completed the plan is to generate sufficient lease income to cover improvements and operational costs. Forecasted lease rates of \$11 per square foot, Triple Net are projected to be sufficient to meet those demands. Planned use for the space will be multipurpose focusing on technology-based businesses with supporting amenities such as a coffee shop / tap room. We will also work with entrepreneurs for collaborative space in conjunction with CCC-Columbus. Another planned feature would be to host Art Exhibits as an additional use of the collaborative space. Maintenance and ongoing operations will be managed by Samson.

F. Renovation Plans and estimate of cost.

If this proposal is accepted, our initial renovation step is to stabilize any structural issues with the building followed by improvements to the exterior. This will include windows and restoration to the brick work for immediate eye appeal for the downtown. As tenants are secured, we will begin build outs. The four cornerstones of the project will include space for a graphic designer, an IT managed services provider, collaborative space and a coffee and tap room area. Costs estimates that are attached include an earlier plan that included the Grimes Building. For planning purposes, we are using \$180 per sq foot to renovate. Once the building has been renovated, we will finish the green space area to complete the project.

G. A project schedule outlining the timeline and estimated start and completion date.

4th qtr 2021

- Stabilize structural issues
- Finalize exterior design
- Begin securing tenant commitments

2nd qtr 2022

- Begin exterior renovations
- Begin interior build outs as contracted

4th qtr 2022

- Finish exterior renovations
- Finish interior build outs as contracted

1st qtr 2023

Finalize green space / parking design

2nd qtr 2023

Construct parking and green space areas

4th qtr 2023

Project completion

H. A discussion of similar projects the organizations of your team have completed.

Samson has worked on 3 other similar projects of varying degrees. The first was the updating of the Traditions Inn property at 2905 14th Street. This project involved a 1892 property which required minimal improvements but due to the change of use it required updates to meet fire safety requirements. The change of use was going from a Tea Room / Gift Shoppe to a Restaurant, Gift Shoppe, Pub and Bed & Breakfast. The second project involved the purchase of the property on 2204 14th Street. This was a mixed-use building for offices and apartments. Samson worked with Meyer and Associates to maintain the structure of the building while performing refinishing of the interior floors, walls and woodwork. These first two projects were generally refinishing and decorating to enhance their appearance. The third project was a complete \$5.5M renovation to the New World Inn at 265 33rd Avenue. Scott Mueller served as the management representative and worked with Meyer and Associates and B-D Construction to completely renovate 100,000 square feet of the hotel and restaurant area.

It is my opinion that all three projects have been an enhancement to the community, as will be the improvement to the former Steffy Building.



May 17, 2021

City of Columbus

To Whom It May Concern:

Samson Green Solutions has made application with our bank and has been approved to purchase and renovate (per the attached sheet) the Former Steffy Building. If you have any questions, please call me at (402) 564-6077.

Sincerely,

Rick Chochon
President & CEO

Columbus Parkway
4459 41st Avenue
Columbus, NE 68601-9403
P: (402) 564-2933
F: (402) 835-5325
Toll Free: (844) 435-5323

Westgate Shopping Center
3423 21st St.
Columbus, NE 68601-3058
P: (402) 564-6077
F: (402) 835-5455
Toll Free: (844) 435-5323

140 Main
P.O. Box 210
Petersburg, NE 68652-0210
P: (402) 386-5297
F: (402) 386-5296
Toll Free: (800) 682-0073

1100 E. Douglas St.
P.O. Box 836
O'Neill, NE 68763-0836
P: (402) 336-1474
F: (402) 336-1372
Toll Free: (877) 336-1474

Millennium Plaza
15858 W. Dodge Rd., Suite 100
Omaha, NE 68118-2533
P: (402) 575-9774
F: (402) 575-9879
Toll Free: (888) 575-9774

Old Steffy Service Building Remodel		Estimates				Sub-Total	Division Total
		Takeoff	Unit	Cost / Unit	Cost		
Division 01 - General Conditions							\$ 212,520.00
1.00	Jobsite Setup					\$ 196,020	
	Superintendent	52	WK	\$ 2,750	\$ 143,000		
	Office Set Up	1	LS	\$ 1,500	\$ 1,500		
	Temporary Toilets	24	MO	\$ 180	\$ 4,320		
	Temp Power to Office / Job Trailers	1	LS	\$ 1,500	\$ 1,500		
	Temporary Wifi Card		LS	\$ 3,250	\$ -		
	Cell Phones (2)	12	MO	\$ 150	\$ 1,800		
	Shipping / Courier Service		LS	\$ 695	\$ -		
	Submittals / Copies Cost		LS	\$ 2,400	\$ -		
	Plan Printing Costs	1	LS	\$ 2,500	\$ 2,500		
	Storage Containers	2	LS	\$ 1,500	\$ 3,000		
	Final Clean	1	EA	\$ 15,000	\$ 15,000		
	Dumpster Fees	36	EA	\$ 650	\$ 23,400		
	Temporary Construction					\$ 16,500	
	Cold Weather Protection		LS	\$ 15,000	\$ -		
	Temporary Heaters (4)		LS	\$ 9,300	\$ -		
	Temporary Lighting		LS	\$ 1,500	\$ -		
	Temporary Heat Propane Charges		LS	\$ 14,000	\$ -		
	Temporary Barricades		LS	\$ 1,500	\$ -		
	Temporary Site Fencing	1	LS	\$ 7,500	\$ 7,500		
	Site Maintenance		LS	\$ 5,000	\$ -		
	Jobsite Safety & Signage	1	LS	\$ 1,500	\$ 1,500		
	Interim Clean Up	1	LS	\$ 7,500	\$ 7,500		
	Security & Jobsite Lockup		LS	\$ 12,500	\$ -		
Division 02 - EXISTING CONDITIONS						\$ -	\$ 98,115
2.41	Select Demolition					\$ 98,115	
	Misc. Demo	1	EA	\$ 25,000.00	\$ 25,000		
	Remove Concrete Foundations		LF	\$ 14.25	\$ -		
	Remove Concrete Paving	3000	SF	\$ 2.00	\$ 6,000		
	Remove Concrete Floors	2000	SF	\$ 2.00	\$ 4,000		
	Remove Existing Storefront	600	SF	\$ 3.50	\$ 2,100		
	Remove Metal Stud / Drywall Walls		SF	\$ 3.22	\$ -		
	Demo PEMB Wall Assembly		LF	\$ 14.25	\$ -		
	Demo Wood Construction Wall Assembly	4125	SF	\$ 5.00	\$ 20,625		
	Remove Flooring (Carpet)	5000	SF	\$ 0.75	\$ 3,750		
	Remove Flooring (Ceramic)		SF	\$ 1.62	\$ -		
	Remove Flooring (VCT)	2500	SF	\$ 1.10	\$ 2,750		
	Remove Doors	40	EA	\$ 300.00	\$ 12,000		
	Remove Windows	20	EA	\$ 250.00	\$ 5,000		
	Remove Acoustical Tile Ceilings	4600	SF	\$ 0.90	\$ 4,140		
	Remove CMU Walls (8") Thick	2000	SF	\$ 4.65	\$ 9,300		
	Remove Brick	1500	SF	\$ 2.30	\$ 3,450		
	Remove Steel Columns		EA	\$ 145.00	\$ -		
	Remove Steel Beams		EA	\$ 145.00	\$ -		
	Remove Bar Joist		EA	\$ 144.00	\$ -		

	Remove Roof Decking		SF	\$ 2.40	\$ -	
	Remove Hardcoat Soffit Systems		SF	\$ 2.20	\$ -	
	Remove Hardcoat Fascia Systems		SF	\$ 0.90	\$ -	
	Temporary Shoring		LF	\$ 25.00	\$ -	
	Temporary 1 HR Rated Wall		SF	\$ 7.95	\$ -	
	Temporary Dust Walls		SF	\$ 3.00	\$ -	
	Temporary 1 HR Rated Door		EA	\$ 2,000.00	\$ -	
	Floor Protection		EA	\$ 2,000.00	\$ -	
Division 03 - CONCRETE						\$ 90,713
3.20	Reinforcing Steel				\$ -	
	WWM- 6x6x2.9x2.9		SF	\$ 0.20	\$ -	
	Foundation Rebar		TN	\$ 1,020.00	\$ -	
	CIP Wall Rebar		TN	\$ 1,020.00	\$ -	
	Masonry Rebar		TN		\$ -	
3.30	Concrete Foundations				\$ -	
	Grade Beams / Continuous Footings		CY	\$ 425.00	\$ -	
	2' Garage Wall W/Footing		LF	\$ 132.00	\$ -	
	Pad Footings		CY	\$ 425.00	\$ -	
	Structural Stoops		CY	\$ 425.00	\$ -	
	Footing Rigid Insulation		SF	\$ 1.30	\$ -	
	Footing Rebar Install		TN	\$ 1,000.00	\$ -	
	Basement Walls-8' Tall with Footing		LF	\$ 115.00	\$ -	
	Basement Waterproofing		EA	\$ 1,250.00	\$ -	
	CIP Walls		CY	\$ 450.00	\$ -	
	CIP Walls Formwork		SF	\$ 2.25	\$ -	
	CIP Walls Rebar Install		TN	\$ 1,000.00	\$ -	
	Concrete Pumping		EA	\$ 1,250.00	\$ -	
	Footing Excavation		CY	\$ 11.50	\$ -	
	Basement Excavation		CY	\$ 5.50	\$ -	
3.30	Concrete Flatwork- Interior Floor Slabs				\$ 57,810	
	4" SOG- Patching	3000	SF	\$ 5.10	\$ 15,300	
	Self Leveling Floors	10000	SF	\$ 3.90	\$ 39,000	
	5" SOG- Garage		SF	\$ 5.10	\$ -	
	Thickened Edge		LF	\$ 15.25	\$ -	
	Housekeeping Pads	200	SF	\$ 12.00	\$ 2,400	
	Concrete Pumping		EA	\$ 625.00	\$ -	
	Trench Drain Concrete		LF	\$ 32.50	\$ -	
	Rock Base Course		TN	\$ 31.00	\$ -	
	15 Mil Poly Vapor Barrier	3000	SF	\$ 0.12	\$ 360	
	WWM Placement	3000	SF	\$ 0.25	\$ 750	
3.30	Concrete Flatwork- Exterior Sitework				\$ 17,283	
	Sidewalks				\$ 17,283	
	5" Sidewalks	2950	SF	\$ 4.90	\$ 14,455	
	2" Rock Subbase	18	TN	\$ 31.00	\$ 558	
	5" Stoop Caps	200	SF	\$ 6.25	\$ 1,250	
	Stoop Rebar	1	TN	\$ 1,020.00	\$ 1,020	
	Concrete Stairs		EA	\$ 250.00	\$ -	
	Paving				\$ 15,620	

	6" Concrete Paving	3000	SF	\$ 5.15	\$ 15,450	
	Curb and Gutter		LF	\$ 10.50	\$ -	
	Thickened Edge		LF	\$ 15.00	\$ -	
	Expansion Joints	200	LF	\$ 0.85	\$ 170	
	Dowels / Rebar		EA	\$ 1.15	\$ -	
	2" Rock Subbase		TN	\$ 31.00	\$ -	
3.41	Precast Structural Concrete		SF		\$ -	
	Architectural Wall Panels		LF	\$ 0.85	\$ -	
	8" Uninsulated Wall Panels		EA	\$ 1.15	\$ -	
	2" Rock Subbase		TN	\$ 31.00	\$ -	
Division 04 - MASONRY						\$ 187,125
4.20	Unit Masonry					
	CMU				\$ 48,075	
	8" CMU	2500	SF	\$ 17.00	\$ 42,500	
	Horizontal Reinforcement	550	LF	\$ 0.50	\$ 275	
	Grouting	20	CY	\$ 265.00	\$ 5,300	
	Rubbing / Cleaning		SF	\$ 0.20	\$ -	
	Brick Veneer				\$ 139,050	
	Masonry Restoration	1	LS	\$ 75,000.00	\$ 75,000	
	Brick	3000	SF	\$ 20.00	\$ 60,000	
	Flashing		LF	\$ 8.25	\$ -	
	Polyiso Insulation		SF	\$ 1.65	\$ -	
	Washing	3000	SF	\$ 0.10	\$ 300	
	Pre-Cast Stone					
	Sills	75	LF	\$ 50.00	\$ 3,750	
	Coping		LF	\$ 50.00	\$ -	
	Band		LF	\$ 50.00	\$ -	
Division 05 - METALS						\$ 33,365
5.12	Structural Steel Framing (Material)				\$ 18,470	
	Columns	2	TN	\$ 2,100.00	\$ 4,200	
	Beams	2	TN	\$ 1,900.00	\$ 3,800	
	Bracing	2	TN	\$ 2,160.00	\$ 4,320	
	Misc. Steel	3	TN	\$ 2,050.00	\$ 6,150	
5.12	Structural Steel Framing (Erection Labor)				\$ 11,520	
	Columns	2	TN	\$ 850.00	\$ 1,700	
	Beams	2	TN	\$ 750.00	\$ 1,500	
	Bracing	2	TN	\$ 1,160.00	\$ 2,320	
	Misc. Steel	3	TN	\$ 2,000.00	\$ 6,000	
	Joist		TN	\$ 1,044.00	\$ -	
	Decking		SQ	\$ 52.94	\$ -	
	Railings		LF	\$ 35.00	\$ -	
5.21	Steel Joist Framing (Material)				\$ -	
	Roof Bar Joist		TN	\$ 950.00	\$ -	
5.31	Steel Decking (Material)				\$ -	
	1.5 Deck		SQ	\$ 235.00	\$ -	
5.52	Pipe and Tube Railings (Materials)				\$ 3,375	
	Railings	75	LF	\$ 45.00	\$ 3,375	
Division 06 - WOODS, PLASTICS, COMPOSITES						\$ 88,755
6.10	Misc. Rough Carpentry				\$ 18,069	

	2x4 Wood Framed Partitions		SF	\$ 4.50	\$ -	
	2x6 Wood Framed Exterior Walls		SF	\$ 6.50	\$ -	
	5/8" Wall Sheathing		SF	\$ 2.50	\$ -	
	5/8" Roof Sheathing		SF	\$ 2.50	\$ -	
	Wood Roof Trusses		SF	\$ 8.50	\$ -	
	Wood Floor Trusses		SF	\$ 8.50	\$ -	
	2x6 Window Bucks		LF	\$ 7.65	\$ -	
	2x8 Window Bucks		LF	\$ 7.96	\$ -	
	2x6 Backing in Metal Studs	910	LF	\$ 7.65	\$ 6,962	
	2x8 Parapet Caps	650	LF	\$ 7.96	\$ 5,174	
	3/4" Plywood Parapet Backside	1300	SF	\$ 4.35	\$ 5,655	
	3/4" Plywood Parapet Caps		SF	\$ 4.35	\$ -	
	3/4" Fire Rated Plywood Panels Data Room	64	SF	\$ 4.35	\$ 278	
6.41	Plastic Laminate Faced Cabinets (Material)					\$ 44,125
	Wood Base		LF	\$ 2.85	\$ -	
	Wood Casing		LF	\$ 3.15	\$ -	
	Reception Base Cabinets	65	LF	\$ 320.00	\$ 20,800	
	Base Cabinets	75	LF	\$ 150.00	\$ 11,250	
	Wall Cabinets	75	LF	\$ 85.00	\$ 6,375	
	Tall Cabinets	15	LF	\$ 220.00	\$ 3,300	
	Plastic Laminate Countertops	75	LF	\$ 32.00	\$ 2,400	
6.20	Finish Carpentry (Labor)					
	Cabinets (Labor)					\$ 6,765
	Wood Base		LF	\$ 2.85	\$ -	
	Wood Casing		LF	\$ 3.15	\$ -	
	Reception Base Cabinets	65	LF	\$ 36.00	\$ 2,340	
	Wall Cabinets	75	LF	\$ 25.00	\$ 1,875	
	Base Cabinets	75	LF	\$ 18.00	\$ 1,350	
	Tall Cabinets	15	LF	\$ 40.00	\$ 600	
	Plastic Laminate Countertops	75	LF	\$ 8.00	\$ 600	
	Doors & Hardware (Labor)					\$ 12,900
	Wood Doors	40	EA	\$ 65.00	\$ 2,600	
	Hollow Metal Doors	20	EA	\$ 65.00	\$ 1,300	
	Door Finish Hardware	60	EA	\$ 150.00	\$ 9,000	
	Specialties (Labor)					\$ 6,896
	Toilet Partitions	16	EA	\$ 175.00	\$ 2,800	
	Grab Bars	16	EA	\$ 44.00	\$ 704	
	Paper Towel Holders	8	EA	\$ 20.00	\$ 160	
	Toilet Paper Holders	16	EA	\$ 20.00	\$ 320	
	Mirrors	8	EA	\$ 44.00	\$ 352	
	Soap Dispensers	8	EA	\$ 20.00	\$ 160	
	Sanitary Napkins Disposal	8	EA	\$ 20.00	\$ 160	
	Marker / Tack Boards	8	EA	\$ 55.00	\$ 440	
	Fire Extinguishers	8	EA	\$ 20.00	\$ 160	
	Fire Extinguisher Cabinets	8	EA	\$ 55.00	\$ 440	
	Room Identification Signage	20	EA	\$ 15.00	\$ 300	
	Corner Guards	150	LF	\$ 6.00	\$ 900	
Division 07 - THERMAL & MOISTURE PROTECTION						\$ 204,143
7.13	Self-adhering Sheet Waterproofing					\$ -

	Sheet Waterproofing Below Grade		SF	\$	2.50	\$	-			
	Roof Ice / Water Shield		SF	\$	3.10	\$	-			
7.21	Thermal Insulation							\$	16,283	
	R-19 Thermal Batt Insulation	4000	SF	\$	1.10	\$	4,400			
	R-13 Sound Batt Insulation	8500	SF	\$	0.67	\$	5,695			
	Attic Blow In	4125	SF	\$	1.50	\$	6,188			
	Rigid Insulation Below Grade		SF	\$	2.10	\$	-			
	Rigid Insulation Above Grade		SF	\$	3.10	\$	-			
7.24	Exterior Insulation and Finish Systems							\$	-	
	DEFS At Soffits		SF	\$	9.00	\$	-			
7.27	Fluid Applied Air Barrier							\$	-	
	Dow Defend Air System		SF	\$	2.00	\$	-			
7.31	Asphalt Shingles							\$	-	
	Shingles		SQ	\$	330.00	\$	-			
7.46	Exterior Siding							\$	-	
	Fiber Cement		SF	\$	10.50	\$	-			
7.53	EPDM Roofing							\$	165,000	
	EPDM Rubber Roof	15000	SF	\$	11.00	\$	165,000			
7.61	Metal Panels							\$	-	
	Standing Seam Roof Panels		SF	\$	12.60	\$	-			
	Metal Wall Panels		SF	\$	15.00	\$	-			
	Soffit Panels		SF	\$	7.00	\$	-			
7.62	Sheet Metal Flashing and Trim							\$	7,438	
	Metal Fascia		LF	\$	10.50	\$	-			
	Metal Gutters		LF	\$	10.50	\$	-			
	Metal Downspouts	480	LF	\$	10.50	\$	5,040			
	Parapet Cap Flashings	685	LF	\$	3.50	\$	2,398			
7.72	Roof Accessories							\$	4,500	
	Linear Snow Guards		LF	\$	45.00	\$	-			
	Roof Access Hatch	3	EA	\$	1,500.00	\$	4,500			
7.84	Fire Resistive Joint Systems							\$	-	
	Fire Joints		LF	\$	7.00	\$	-			
7.92	Joint Sealants							\$	10,923	
	Hot Pour Asphalt	2500	LF	\$	1.15	\$	2,875			
	Urethane Self Leveling	2500	LF	\$	2.25	\$	5,625			
	HM Door Frames	1500	LF	\$	1.50	\$	2,250			
	Casework / Countertop Sealant	115	LF	\$	1.50	\$	173			
7.95	Expansion Joint Cover Assemblies							\$	-	
	Exterior Vertical Expansion Joints		LF	\$	40.50	\$	-			
Division 08 - OPENINGS									\$	188,095
8.11	Hollow Metal Door / Frames							\$	25,650	
	HM Frames- 3'x7'	30	EA	\$	245.00	\$	7,350			
	HM Frames- 5'x7' W/Sidelight	30	EA	\$	310.00	\$	9,300			
	HM Frames- 9'x7' W/Sidelights		EA	\$	355.00	\$	-			
	HM Window Frames- 9'x7'		EA	\$	440.00	\$	-			
	HM Doors- 3'x7'	20	EA	\$	450.00	\$	9,000			
8.14	Flush Wood Doors							\$	12,800	
	Pre-Finished- 3'x7' Wood Door- Flush	40	EA	\$	320.00	\$	12,800			
8.31	Access Doors and Panels	10	EA	\$	200.00	\$	2,000	\$	2,000	

8.33	Coiling Counter Doors								\$	-
	12'x4' Roll Up at Concession			EA	\$	1,500.00	\$	-		
8.36	Sectional Doors								\$	11,400
	12'x16' OHD Doors	2		EA	\$	4,500.00	\$	9,000		
	10'x8' OHD Doors			EA	\$	3,500.00	\$	-		
	OHD Operators	2		EA	\$	1,200.00	\$	2,400		
8.41	Aluminum Framed Storefronts							\$	-	\$ 29,600
	3'x7' Aluminum Doors	12		EA	\$	1,050.00	\$	12,600		
	Aluminum Storefronts	500		SF	\$	34.00	\$	17,000		
	Operable Aluminum Windows			SF	\$	42.00	\$	-		
8.54	Composite Windows							\$	-	\$ 15,750
	Windows	15		EA	\$	1,050.00	\$	15,750		
8.71	Door Finish Hardware							\$	-	\$ 78,600
	Handles / Hinges / Closers	60		EA	\$	600.00	\$	36,000		
	Panic Devices	20		EA	\$	900.00	\$	18,000		
	Aluminum Door Hardware	12		EA	\$	1,050.00	\$	12,600		
	Card Access Hardware			EA	\$	2,000.00	\$	-		
	Auto Door Openers	2		EA	\$	6,000.00	\$	12,000		
8.80	Glass & Glazing							\$	-	\$ 12,295
	Glazing	752		SF	\$	16.35	\$	12,295		
	Mirrors			SF	\$	15.25	\$	-		
Division 09 - FINISHES										\$ 375,018
9.29	Gypsum Board / Metal Stud Framing							\$	-	\$ 205,443
	Interior Walls- 9' Level 5 Drywall Only			SF	\$	1.50	\$	-		
	Exterior Walls- 9' Level 5 Drywall Only			SF	\$	1.50	\$	-		
	2x4 Interior Walls	15000		SF	\$	7.95	\$	119,250		
	2x6 Exterior Walls	5000		SF	\$	9.89	\$	49,450		
	Bulkheads	1000		SF	\$	9.65	\$	9,650		
	Suspended Gyp Ceilings	500		SF	\$	6.50	\$	3,250		
	Gyp Ceiling No Finish	4165		SF	\$	4.50	\$	18,743		
	Hollow Metal Frame Installation	60		EA	\$	85.00	\$	5,100		
9.30	Tiling							\$	-	\$ 42,000
	Ceramic Wall Tile	3000		SF	\$	9.00	\$	27,000		
	Ceramic Floor Tile	1500		SF	\$	10.00	\$	15,000		
9.51	Acoustical Ceilings							\$	-	\$ 22,800
	Acoustical Ceiling Tile	8000		SF	\$	2.85	\$	22,800		
9.64	Gymnasium Floor System							\$	-	\$ -
	Wood Floor- Maple			SF	\$	12.35	\$	-		
9.65	Resilient Flooring							\$	-	\$ 43,475
	VCT	8500		SF	\$	3.35	\$	28,475		
	LVT	2500		SF	\$	6.00	\$	15,000		
	Rubber Athletic Flooring			SF	\$	6.00	\$	-		
	Vinyl Base			LF	\$	2.00	\$	-		
9.67	Resinous Flooring							\$	-	\$ -
	Epoxy Floor			SF	\$	7.00	\$	-		
	Epoxy Base			SF	\$	8.50	\$	-		
9.68	Carpeting							\$	-	\$ 12,750
	Carpet Tile	3000		SF	\$	3.50	\$	10,500		
	Walk Off Carpet	500		SF	\$	4.50	\$	2,250		

9.91	Painting				\$ -	\$ 48,550		
	Gyp Ceilings	500	SF	\$ 1.00	\$ 500			
	Exposed Ceilings	10000	SF	\$ 1.00	\$ 10,000			
	Walls	30000	SF	\$ 1.00	\$ 30,000			
	HM Door Frames- 3'x7'	40	EA	\$ 60.00	\$ 2,400			
	HM Door Frames- Borrowed Lights	20	EA	\$ 120.00	\$ 2,400			
	HM Doors	20	EA	\$ 110.00	\$ 2,200			
	Railings	150	LF	\$ 7.00	\$ 1,050			
Division 10 - SPECIALTIES							\$ 35,535	
10.11	Visual Display Surfaces					\$ 4,520		
	Marker Boards 4'x8'	4	EA	\$ 450.00	\$ 1,800			
	Marker Boards 4'x12'	4	EA	\$ 680.00	\$ 2,720			
	Tack Boards 4'x4'		EA	\$ 250.00	\$ -			
	Tack Boards 4'x8'		EA	\$ 350.00	\$ -			
10.14	Signage- Exterior					\$ 4,000		
	Dimensional Letters	40	EA	\$ 100.00	\$ 4,000			
10.14	Signage- Interior					\$ 1,400		
	Room Identification Signage	20	EA	\$ 70.00	\$ 1,400			
10.21	Plastic Toilet Compartments					\$ 11,360		
	Urinal Screens	8	EA	\$ 120.00	\$ 960			
	Solid Polymer Toilet Partitions	16	ST	\$ 650.00	\$ 10,400			
10.28	Toilet, Bath and Laundry Accessories (Materials)					\$ 11,975		
	24" Grab Bars	20	EA	\$ 35.00	\$ 700			
	36" Grab Bars	20	EA	\$ 50.00	\$ 1,000			
	Toilet Paper Holders	20	EA	\$ 30.00	\$ 600			
	Paper Towel Holders	10	EA	\$ 75.00	\$ 750			
	Napkin Dispensers	10	EA	\$ 370.00	\$ 3,700			
	Soap Dispensers	10	EA	\$ 50.00	\$ 500			
	Framed Mirrors (24"x36")	10	EA	\$ 150.00	\$ 1,500			
	Corner Guards	150	LF	\$ 21.50	\$ 3,225			
10.44	Fire Protection Cabinets (Material)					\$ 2,280		
	Fire Extinguishers	8	EA	\$ 85.00	\$ 680			
	Fire Extinguisher Cabinets	8	EA	\$ 200.00	\$ 1,600			
10.51	Metal Lockers				\$ -	\$ -		
Division 11 - EQUIPMENT							\$ -	
11.15	Hoist / Lift					\$ -		
	Material Lift		EA	\$ 20,000.00	\$ -			
11.31	Residential Appliances					\$ -		
	Electric Oven		EA	\$ 600.00	\$ -			
	Dishwashers		EA	\$ 500.00	\$ -			
	Microwaves		EA	\$ 150.00	\$ -			
11.66	Gymnasium Equipment					\$ -		
	Volleyball Nets		EA	\$ 4,500.00	\$ -			
	Basketball Goals		EA	\$ 11,500.00	\$ -			
	Gym Dividers		SF	\$ 18.00	\$ -			
	Wall Pads		SF	\$ 8.00	\$ -			
11.66	Electronic Scoreboard				\$ -	\$ -		
	Main Scoreboard		EA	\$ -	\$ -			
	Side Scoreboards		EA	\$ -	\$ -			

Division 12 - FURNISHINGS							\$	10,910	
12.24	Roller Window Shades				\$	-	\$	4,160	
	Standard Roller Shade	640	SF	\$	6.50	\$	4,160		
12.36	Simulated Stone Countertops						\$	6,750	
	Solid Surface Window Sills	225	LF	\$	30.00	\$	6,750		
	Solid Surface Countertops		SF	\$	65.00	\$	-		
12.66	Gymnasium Bleachers					\$	-		
Division 21 - FIRE SUPPRESSION							\$	40,040	
21.00	Fire Sprinklers	14560	SF	\$	2.75	\$	40,040	\$	40,040
Division 22/23 - MECHANICAL							\$	407,680	
22.50	Mechanical	14560	SF	\$	28.00	\$	407,680	\$	407,680
Division 26 - ELECTRICAL							\$	320,320	
26.00	Electrical	14560	SF	\$	22.00	\$	320,320	\$	320,320
Division 31 - EARTHWORK							\$	-	
31.31	Termite Control						\$	-	
	Termite Protection		SF	\$	0.15	\$	-		
31.23	Earthwork / Site Removals						\$	-	
	Strip Site		CY	\$	2.50	\$	-		
	Overexcavation (2')		LF	\$	5.75	\$	-		
	Overexcavation (4')		LF	\$	11.50	\$	-		
	Building Fill		CY	\$	12.00	\$	-		
	Site Fill		CY	\$	12.00	\$	-		
	Finish Grading		LS	\$	1,500.00	\$	-		
	Silt Fence		LF	\$	4.50	\$	-		
	Construction Entrance		EA	\$	2,500.00	\$	-		
Division 32 - Exterior Improvements							\$	-	
32.31	Chain Link Fences & Gates						\$	-	
	Temporary Fencing		LF	\$	8.00	\$	-		
32.84	Underground Sprinkler Systems						\$	-	
	Underground Sprinkler Systems		SF	\$	0.25	\$	-		
32.92	Turf & Grasses						\$	-	
	Broadcast Seeding		SF	\$	0.10	\$	-		
	Sod		SF	\$	0.35	\$	-		
Division 33 - Site Utilities							\$	-	
30.00	Water and Sanitary Sewer		LF			\$	-		
30.00	Storm Water		LF			\$	-		
Construction Costs Subtotal:							\$	2,079,813	
Indirect Costs:									
	Builders Risk Insurance	1	LS	\$	1,500		\$	1,500.00	
	Fee	10.00%	%	\$	229,233		\$	229,233.31	
	Contingency	5.00%	%	\$	114,617		\$	114,616.66	
Indirect Costs Total:							\$	345,349.97	
Total Project Costs (Const. Cost + Indirect Cost):							\$	2,637,683.07	

Remodel Const Area SF:	14,600
Total Area Costs:	\$ 2,637,683
\$/SF:	\$ 180.66

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**